**MINUTES**
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
**BOARD MEETING**
**May 12, 2016**

**Location: Central Florida Expressway Authority**
**Boardroom**

Board Members Present:
Commissioner Welton G. Cadwell, Lake County (Chairman)
Commissioner S. Scott Boyd, Orange County (Vice Chairman)
Commissioner Brenda Carey, Seminole County (Treasurer)
Commissioner Fred Hawkins, Jr., Osceola County
Andria Herr, Gubernatorial Appointment
Mayor Teresa Jacobs, Orange County
S. Michael Scheeringa, Gubernatorial Appointment

Board Member Not Present:
Mayor Buddy Dyer, City of Orlando
Jay Madara, Gubernatorial Appointment

Non-Voting Advisor Not Present:
Diane Gutierrez-Scaccetti, Florida's Turnpike Enterprise

Staff Present at Dais:
Laura Kelley, Executive Director
Joseph L. Passiatore, General Counsel
Darleen Mazzillo, Assistant Secretary/Executive Assistant

## A. CALL TO ORDER

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

## B. PUBLIC COMMENT

1. Dr. Murthy Bondada, P.E. commented on the 2040 Master Plan.
2. Mr. Tom Narut with Save Orange County commented on the SR 408 Extension Project.
3. Ms. Kelly Semrad with the East of Econ group commented on the SR 408 Extension Project.

Mayor Jacobs, Commissioner Boyd and Commissioner Carey made comments regarding the SR 408 Extension Project.

## C. APPROVAL OF MINUTES

**A motion was made by Commissioner Boyd and seconded by Commissioner Hawkins to approve the minutes of the April 14, 2016 Board Meeting as presented. The motion carried with seven (7) members present and voting AYE by voice vote; Mayor Dyer and Mr. Madara were not present.**

## D. APPROVAL OF CONSENT AGENDA

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

ACCOUNTING/FINANCE

1. Approval of First Renewal with Arthur J. Gallagher Risk Management Services, Inc. for Insurance Broker Services (Agreement Amount: $50,000)

2. Approval of Roadway Insurance Proposal with Zurich American Insurance Company (Policy Amount: Not-to-Exceed $650,000)

CONSTRUCTION

3. Authorization to Advertise for Bids for CFX Generator Replacement – Project 599-1032/Contract No. 001202

4. Approval for Award of Contract to KCCS, Inc. for Construction Engineering and Inspection Services for SR 429/Wekiva Parkway from the Systems Interchange to East of Mount Plymouth Road – Project No. 429-205/Contract No. 001088 (Contract Amount: Not-to-Exceed $3,100,000)

5. Approval of Construction Contract Modifications on the following contracts:

| | | | |
|---|---|---|---|
| a. | Contract No. 417-129 | Traffic Control Devices, Inc. | ($34,649.86) |
| b. | Contract No. 599-132 | Gomez Construction Co. | $22,215.13 |
| c. | Contract No. 528-405 | Southland Construction, Inc. | $52,686.46 |

ENGINEERING

6. Authorization for Approval of Supplemental Agreement #1 with WSP/Parsons Brinkerhoff for S.R. 528 Econlockhatchee River Bridge Replacement - Project 528-131/Contract No. 001098 (Agreement Amount: Not-to-Exceed $165,355.60)

7. Authorization to Advertise for Construction Bids for Systemwide E-Pass Signage Improvements - Project 599-624/Contract No. 001203

8. Authorization to Award of Contract to TY Lin International for SR 528/SR 436 Bridge Deck Replacement - Project 528-130/Contract No. 001135 (Agreement Amount: $ 1,260,000)

9. Approval of Option and Sales Agreement with TM Econ Mitigation Bank for Southbound SR 417 to Westbound SR 528 Ramp Realignment - Project 599-126/Contract No. 001206 (Agreement Amount: $207,900)

10. Approval of Mitigation Credit Purchase and Sale Agreement with Blackwater Creek Mitigation Bank for SR 408 Widening from Good Homes Road to Hiawassee Road - Project 408-127/Contract No. 001205 (Agreement Amount: $55,000)

11. Authorization to Advertise for Letters of Interest for Design Consultant Services S.R. 528 / Northeast Connector Expressway Extension Study - Contract No. 001209

12. Authorization to Advertise for Letters of Interest for Miscellaneous Design Consultant Services (SSBE) - Contract Nos. 001207 and 001208

INTERNAL AUDIT

13. Acceptance of the following Audits:
    a. Prior Audit Recommendations
    b. Toll Revenue Audit
    c. Right of Way Audit

14. Acceptance of FY 2017 Internal Audit Plan

15. Approval of Contract Renewal with Protiviti, Inc. for Internal Auditor Services – Contract No. 00931 (Agreement Amount: $499,000)

16. Approval of Contract Renewal with Protiviti, Inc. for Payment Card Industry (PCI) Compliance Audit Services – Contract No. 000960 (Agreement Amount: $65,000)

LEGAL

17. Approval of negotiated settlement for Parcel 207, Wekiva Parkway Project No. 429-203 with Ernest L. Horne and Karen H. Morris (Settlement Amount: $270,189, plus attorney's fees and costs and experts' fees and costs totaling $31,574.87)

18. Approval of negotiated settlement for Parcel 175, Wekiva Parkway Project No. 429-203 with Ernest L. Horne and Karen H. Morris (Settlement Amount: $130,456 in full settlement of all claims)

19. Approval of mediated settlement for Parcel 240, Wekiva Parkway Project No. 429-204 with Stephen Lee Rigsby and Mark Lane Rigsby (Settlement Amount: $291,122 including statutory attorney's fees and costs and all experts' fees and costs)

20. Approval to serve Offer of Judgment for Parcel 140, Wekiva Parkway Project No. 429-202 with GGH 10, LLC (Offer of Judgment Amount: $50,000 exclusive of attorneys' fees and costs)

21. Approval of settlement for Parcel 141, Wekiva Parkway Project No. 429-202 with Plymouth Harbor, LLC (Settlement Amount: $931,100 inclusive of attorney's fees and costs)

22. Approval of Utility Relocation Agreement with Duke Energy Florida, LLC for relocation of Duke Energy's Transmission and Distribution Facilities for the Wekiva Parkway Project No. 429-205, Parcel 291 (Agreement Amount: $1,977,550.63)

23. Approval of negotiated settlement for Parcel 232, Wekiva Parkway Project No. 429-203 with Mega GNG, LLP (Settlement Amount: $59,000 inclusive of attorney's fees and costs)

24. Approval of Mediated Settlement Agreement of Attorney's Fees and Experts Costs in Joseph B. Doerr Trust v. Central Florida Expressway Authority, Parcel 406, Maitland Boulevard Extension Project (Settlement Amount: $1,500,000 in full settlement of all claims)

RECORDS MANAGEMENT

25. Approval of Supplemental Agreement No. 3 with DRS Group of Florida, Inc. for Document Conversion Services (Agreement Amount: Not-to-exceed $105,000)

OPERATIONS

26. Approval of Supplemental Agreement No. 4 with TransCore, LP for Toll Equipment Maintenance Services for the Poinciana Parkway Project owned by the Osceola County Expressway Authority (OCX) (Agreement Amount: $1,102,791.68, to be reimbursed by OCX from toll revenues)

27. Approval of Purchase Order to Traffic & Parking Control Co., Inc. (TAPCO) for Wrong-Way Driving Vehicle Detection and Countermeasures Equipment – Project No. 599-526B (Purchase Order Amount: $349,900)

Mr. Scheeringa requested that items #13.c. and #24 be pulled for discussion. Those two items were addressed under the Regular Agenda (page 7).

**A motion was made by Mayor Jacobs and seconded by Commissioner Boyd to approve the Consent Agenda with the exception of items #13.c and #24. The motion carried with seven (7) members present and voting AYE by voice vote; Mayor Dyer and Mr. Madara were not present.**

## E. REPORTS

## 1. CHAIRMAN'S REPORT

- Chairman Cadwell thanked Mr. Scheeringa for attending the TEAMFL meeting on his behalf last month.
- The Chairman attended and moderated the Supplier Diversity panel last month.
- Chairman Cadwell talked about the Reload service lane on SR 408. This is a pilot program and, if successful, we will look at opening the same service on our other expressways.
- Congratulations to Osceola County and Osceola County Expressway Authority on the opening of Poinciana Parkway.

## 2. TREASURER'S REPORT

Commissioner Carey reported that toll revenues for March were $34,872,969 which is 12% above projections and 10% above prior year. CFX's total revenues were $38 million for the month.

Total OM&A expenses were $5.3 million for the month and $42.7 million year-to-date, which is 12% under budget.

After debt service the total net revenue available for projects was $21 million for March and $147.3 million year-to-date.

## 3. EXECUTIVE DIRECTOR'S REPORT

Laura Kelley provided the Executive Director's Report in written form (Exhibit "B").

Commissioner Carey commented on the fact that FDOT has ceased work on the valuation methodology to facilitate the buy/swap of the SR 417 and SR 429 in Seminole and Osceola Counties. She proposed that CFX prepare a purchase offer for submittal to FDOT.

## F. REGULAR AGENDA ITEMS

### 1. APPROVAL OF CONSTRUCTION AND MAINTENANCE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS ASSOCIATED WITH FLORIDA'S TURNPIKE ENTERPRISE'S EXPRESS LANE PROJECT ON SR 528 EAST OF MCCOY ROAD

Executive Director Laura Kelley reported that CFX engineers have been working with the Florida Turnpike Authority's (FTE) engineers to develop a signage program on CFX right-of-way on SR 528 leading up to FTE's express lanes. Ms. Kelley requested approval of an agreement with FDOT for the signage program.

**A motion was made by Commissioner Boyd and seconded by Mayor Jacobs to approve a Construction and Maintenance Agreement with Florida Department of Transportation for**

**improvements associated with Florida's Turnpike Enterprise's Express Lane Project on SR 528 east of McCoy Road. The motion carried with seven (7) members present and voting AYE by voice vote; Mayor Dyer and Mr. Madara were not present.**

Mr. Scheeringa, Commissioner Carey, Commissioner Cadwell and Commissioner Boyd expressed comments.

## 2. SUNRAIL TASK FORCE

A letter has been received from Mayor Dyer, as Chairman of the Central Florida Commuter Rail Commission (CFCRC), requesting that a representative be nominated to represent CFX on the CFCRC Task Force. Chairman Cadwell proposed that Laura Kelley be appointed to serve on the Task Force to represent CFX.

Mayor Jacobs and Commissioner Carey made comments about CFX's role regarding SunRail.

**By consensus, Executive Director Laura Kelley was appointed to represent CFX on the Central Florida Commuter Rail Commission Task Force.**

## 3. ADOPTION OF FINAL 2040 MASTER PLAN

Director of Engineering Glenn Pressimone presented highlights of the proposed 2040 Master Plan. For the past 12 months, the master plan team has been working to produce the document that accomplishes these goals:

1. Provide a guide for future decisions and actions by the agency through development of a Vision Statement, Mission Statement and a set of Policy Profiles.
2. Identify specific project needs within the existing CFX system as well as potential expansion projects within the Central Florida region.

Financial Summary of 2040 Master Plan:

| | Estimated Costs (2015 dollars) |
|---|---|
| FY 2016 – 2020 Work Plan | $1.4 B |
| Existing System | $2.0 B |
| Expansion Projects | $6.5 - $9 B |
| Total Cost Range (does not include multimodal/intermodal project costs) | $9.9 B - $12.4 B |
| CFX Project Capacity | $6.6 B |

**A motion was made by Commissioner Hawkins and seconded by Mayor Jacobs to adopt the 2040 Master Plan as presented. The motion carried with seven (7) members present and voting AYE by voice vote; Mayor Dyer and Mr. Madara were not present.**

Mayor Jacobs requested that CFX staff or CUTR representative give her an update on the CUTR Study prior to the July Board meeting.

**CONSENT AGENDA ITEMS #13.C AND #24** (Pulled from Consent Agenda for discussion.)

Mr. Scheeringa commented on the subject of escalating legal fees and acquisition costs that merits a broader conversation.

He would like an in-depth conversation about whether there is something we can do to change our policy or through legislation. He suggested that we conduct a study to track the history and come up with recommendations with and without legislative changes.

Mayor Jacobs also expressed comments. She suggested a cost/benefit analysis from cases in the last four or five years.

It was decided to conduct a workshop session in the near future to talk about right of way fees and costs.

**A motion was made by Mayor Jacobs and seconded by Ms. Herr to approve Consent Agenda items #13.c and #24. The motion carried with seven (7) members present and voting AYE by voice vote; Mayor Dyer and Mr. Madara were not present.**

**4. ADOPTION OF FINAL FY 2017 OPERATIONS, MAINTENANCE & ADMINISTRATION BUDGET AND FINAL FY 2017 – FY 2021 WORK PLAN**

Director of Engineering Glenn Pressimone presented the Draft FY 2017 – FY 2021 Work Plan, which totals 1.3 Billion. He explained the minor revisions from the draft plan that was presented last month.

CFO Lisa Lumbard presented the FY 2017 Operations, Maintenance & Administration Budget, which totals $79,791,971. She also presented the FY 2016 year-end projections as compared to the FY 2017 budget. We are expecting to end FY 2016 at 8% under budget. She explained that the proposed FY 2016 budget has decreased $1,037,407 from the draft budget that was presented last month.

Ms. Lumbard confirmed that the Work Plan is fully fundable. It will require additional debt of approximately $627 million. The debt coverage ratios meet our 1.60 planning target.

(Mayor Jacobs left the meeting during this presentation.)

**A motion was made by Commissioner Boyd and seconded by Ms. Herr to approve the FY 2017 Operations, Maintenance & Administration Budget as presented and FY 2017-FY 2021 Work Plan as presented. The motion carried with six (6) members present and voting AYE by voice vote; Mayor Dyer, Mr. Madara and Mayor Jacobs were not present.**

## 5. APPROVAL OF PURCHASE OF 3D LASER SCANNING EQUIPMENT FOR PILOT PROGRAM

Manager of Traffic Operations, Bryan Homayouni talked about a pilot program to research the effectiveness of products to improve the safety on our system when a traffic accident occurs, reduce the likeliness of secondary crashes, reduce congestion and save time and money for our customers.

Last year CFX, Metroplan Orlando, FDOT District Five, Florida Highway Patrol and Orlando Police Department embarked on a collaborative effort to research advance technologies and methods for investigating crash scenes. The intent of the pilot program is to investigate the effectiveness of products and help us select the best tool for future widespread deployment.

Mr. Homayouni explained the project research, which resulted in 3D Laser scanning as the technology of choice. The estimated equipment cost for two units is $268,486. Financial commitments of $100,000 have been received from both FDOT District Five and Metroplan Orlando. The requested contribution from CFX is $68,486.

The Board members asked questions, which were answered by Mr. Homayouni.

**A motion was made by Commissioner Hawkins and seconded by Ms. Herr to approve the purchase of two laser scanning systems for the 3D Laser Scanning Pilot Program on behalf of regional partners, execute a Joint Participation Agreement with FDOT and contribute $68,486 to the purchase. The motion carried with six (6) members present and voting AYE by voice vote; Mayor Dyer, Mr. Madara and Mayor Jacobs were not present.**

## G. BOARD MEMBER COMMENT

1. Mr. Scheeringa wants to ensure that we have cross jurisdictional understanding, respect and interoperability with FDOT in order to move us forward on a uniform basis across the state as well as the region.

2. Commissioner Hawkins thanked CFX staff for assistance at a community meeting in Osceola County.

3. Chairman Cadwell reminded everyone that the June Board meeting has been changed from June 9 to June 16 at 2:30 p.m.

## H. ADJOURNMENT

Chairman Cadwell adjourned the meeting at 10:35 a.m.

Commissioner Welton G. Cadwell
Chairman
Central Florida Expressway Authority

Darleen Mazzillo
Recording Secretary/Executive Assistant
Central Florida Expressway Authority

Minutes approved on 6/22, 2016.

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

**AGENDA**
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
**BOARD MEETING**
**May 12, 2016**
**9:00 a.m.**

**Meeting location: Central Florida Expressway Authority**
**Board Room**
**4974 ORL Tower Road**
**Orlando, FL 32807**

## A. CALL TO ORDER/PLEDGE OF ALLEGIANCE

## B. PUBLIC COMMENT

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

## C. APPROVAL OF APRIL 14, 2016 BOARD MEETING MINUTES (Action Item)

## D. APPROVAL OF CONSENT AGENDA (Action Item)

## E. REPORTS

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

## F. REGULAR AGENDA ITEMS

1. **APPROVAL OF CONSTRUCTION AND MAINTENANCE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS ASSOCIATED WITH FLORIDA'S TURNPIKE ENTERPRISE'S EXPRESS LANE PROJECT ON SR 528 EAST OF MCCOY ROAD** – Laura Kelley, Executive Director (Action Item)

2. **SUNRAIL TASK FORCE** – *Commissioner Welton Cadwell, Chairman* (Action Item)

3. **ADOPTION OF FINAL 2040 MASTER PLAN** – *Glenn Pressimone, Director of Engineering* (Action Item)

4. **ADOPTION OF FINAL FY 2017 OPERATIONS, MAINTENANCE & ADMINISTRATION BUDGET AND FINAL FY 2017 – FY 2021 WORK PLAN –** *Lisa Lumbard, CFO and Glenn Pressimone, Director of Engineering* (Action Item)

5. **APPROVAL OF PURCHASE OF 3D LASER SCANNING EQUIPMENT FOR PILOT PROGRAM –** Corey Quinn, Chief of Technology/Operations and Bryan Homayouni, Manager of Traffic Operations (Action Item)

**G. BOARD MEMBER COMMENT**

**H. ADJOURNMENT**

This meeting is open to the public.

Section 286.0105, Florida Statutes states that if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, then not later than two (2) business days prior to the proceeding, he or she should contact the Central Florida Expressway Authority at 407-690-5000.

Persons who require translation services, which are provided at no cost, should contact CFX at (407) 690-5000 x5317 or by email at Iranetta.dennis@CFXway.com at least three business days prior to the event.

**CONSENT AGENDA**
**May 12, 2016**

## ACCOUNTING/FINANCE

1. Approval of First Renewal with Arthur J. Gallagher Risk Management Services, Inc. for Insurance Broker Services (Agreement Amount: $50,000)

2. Approval of Roadway Insurance Proposal with Zurich American Insurance Company (Policy Amount: Not-to-Exceed $650,000)

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**INTERNAL AUDIT**

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    a. Prior Audit Recommendations
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**RECORDS MANAGEMENT**

25. Approval of Supplemental Agreement No. 3 with DRS Group of Florida, Inc. for Document Conversion Services (Agreement Amount: Not-to-exceed $105,000)

**OPERATIONS**

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# CONSENT AGENDA ITEM

# #1

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement

DATE: April 26, 2016

SUBJECT: Approval of Contract Renewal Agreement
Insurance Broker Services with
Arthur J. Gallagher Risk Management Services, Inc.
Contract No. 000868

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Board approval is requested for the second renewal of the referenced contract with Arthur J. Gallagher Risk Management Services, Inc. (Gallagher) for insurance broker services. The current renewal expires on June 29, 2016. The term of the requested renewal will be one year beginning June 30, 2016, and ending June 29, 2017, in the amount of $50,000.00. The original contact was competitively bid and was awarded for three years with two (2) one-year renewals.

Under this renewal, Gallagher will provide a full range of risk management broker services and work closely with CFX to routinely evaluate risks and make recommendations for appropriate and fiscally beneficial mitigation of those risks.

| | |
|---|---|
| Original Contract Amount | $150,000.00 |
| First Renewal | $ 50,000.00 |
| Second Renewal | $ 50,000.00 |
| Total | $250,000.00 |

Reviewed by: Marc Ventura
Marc Ventura
Assistant Manager of Accounting and Finance

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000868

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12th day of May, 2016, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Arthur J. Gallagher Risk Management Services, Inc., hereinafter called the "Contractor"

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated June 30, 2012, whereby CFX retained the Contractor to perform insurance broker services; and

WHEREAS, pursuant to Article 2 of the Original Agreement, CFX and Contractor 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, CFX and Contractor agree to a second renewal of said Original Agreement beginning the 30th day of June, 2016 and ending the 29th day of June, 2017 in the amount of $50,000.00 which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the First Renewal Agreement ending June 29, 2016, the Contractor 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 First Renewal Agreement ending June 29, 2016.

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.

ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.

BY:_____
Authorized Signature

Print Name:_____

Title:_____

ATTEST:_____(SEAL)
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_____
Director of Procurement

Approved as to form and execution, only

_____
General Counsel for CFX

17 JUN '15 AM10:28

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000868

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 11th day of June, 2015, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and Arthur J. Gallagher Risk Management Services, Inc., hereinafter called the "Contractor"

WITNESSETH

WHEREAS, the Authority and the Contractor entered into a Contract Agreement (the "Original Agreement") dated June 30, 2012, whereby the Authority retained the Contractor to perform insurance broker services; and

WHEREAS, pursuant to Article 2 of the Original Agreement, Authority and Contractor 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 Contractor agree to a first renewal of said Original Agreement beginning the 30th day of June, 2015 and ending the 29th day of June, 2016 in the amount of $50,000.00 which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending June 29, 2015, the Contractor 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 June 29, 2015.

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

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

ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.

BY: _____
Authorized Signature

Print Name: MICHAEL GILLON

Title: AREA PRESIDENT

ATTEST: Shaynae M. Valdez-La (SEAL)
Secretary or Notary

SHAYNAE M. VALDEZ-LANIER
Notary Public - State of Florida
My Comm. Expires Apr 16, 2017
Commission # FF 8714
Bonded Through National Notary Assn.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Director of Procurement

Approved as to form and execution, only

_____
General Counsel for the Authority

## CONTRACT

This Contract No. 000868 (the "Contract" as defined herein below), is made this 30th day of June, 2012, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC., 200 South Orange Avenue, Suite 1350, Orlando, Florida 32804, hereinafter the CONTRACTOR:

**WITNESSETH:**

**WHEREAS,** the AUTHORITY was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Orlando-Orange County Expressway System; and,

**WHEREAS,** the AUTHORITY has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and,

**WHEREAS,** the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a contractor to provide insurance broker services as may be assigned to the contractor by the AUTHORITY; and,

**WHEREAS,** on or about May 25, 2012, the AUTHORITY issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

**WHEREAS,** CONTRACTOR was the only qualified firms that responded to the Request for Proposals and was ultimately selected;

**NOW THEREFORE,** in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

### 1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of the AUTHORITY, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include providing insurance broker services as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

The AUTHORITY does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. The AUTHORITY, at its option, may elect to have any of the services set forth herein performed by other consultants or AUTHORITY staff.

The Contract Documents, in order of precedence, consist of:

1.1 The Contract, including insurance policies,
1.2 The Scope of Services,
1.3 The Method of Compensation,
1.4 The Technical Proposal submitted by CONTRACTOR, and
1.5 The Fee Proposal submitted by CONTRACTOR,

(collectively, the "Contract").

## 2. TERM AND NOTICE

The initial term of the Contract will be three (3) years from the date first written above. There shall be two (2) renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONTRACTOR with written notice of its intent at least 90 days prior to the expiration of the initial three-year Contract Term and the first renewal.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 15 days notice for convenience or 30 days with cure notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or

(v) performs unsuitably or unsatisfactorily in the opinion of AUTHORITY reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, the AUTHORITY will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, the AUTHORITY may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, AUTHORITY will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, AUTHORITY will have the right to appropriate or use any or all materials as the AUTHORITY determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of AUTHORITY are required for Contract completion. All costs and charges incurred by AUTHORITY because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall pay the AUTHORITY the amount of the excess. If, after the default notice curative period has expired, but prior to any action by AUTHORITY to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with AUTHORITY's requirements, AUTHORITY may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of AUTHORITY incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by AUTHORITY which exceed the remaining amount due on the Contract shall be reimbursed to AUTHORITY by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

AUTHORITY shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

AUTHORITY reserves the right to terminate or cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

## 3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Contract term is $150,000.00

3.2 AUTHORITY agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation.

## 4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR's performance of the Contract determined necessary or desirable by the AUTHORITY for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to the AUTHORITY.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.

AUTHORITY reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR or any subcontractor. By submitting a response to the Request for Proposal, CONTRACTOR or any subcontractor submits to and agree to comply with the provisions of this section.

If the AUTHORITY requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with AUTHORITY, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for the AUTHORITY during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for the AUTHORITY until reinstated by the AUTHORITY.

Final Audit for Project Closeout: The CONTRACTOR shall permit the AUTHORITY, at the AUTHORITY'S option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by the AUTHORITY because of accounting errors or charges not in conformity with the Contract, the

CONTRACTOR agrees that such amounts are due to the AUTHORITY upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by the AUTHORITY, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

## 5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

AUTHORITY has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under the AUTHORITY'S program, CONTRACTOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services.

## 6. CONTRACTOR INSURANCE

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by the AUTHORITY. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide the AUTHORITY with correct certificates of insurance (ACORD forms) upon Contract execution:

6.1 **Commercial General Liability** Insurance having a minimum coverage of One Million Dollars ($1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars ($2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

6.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars ($1,000,000.00) for each accident;

6.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

6.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

6.5 **Professional Liability or Errors and Omissions Insurance** Coverage of at least One Million Dollars ($1,000,000) per occurrence.

Such insurance policies shall be without co-insurance, and shall (a) include the AUTHORITY, and such other applicable parties the AUTHORITY shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to the AUTHORITY from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against AUTHORITY, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to AUTHORITY evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by AUTHORITY.

Any insurance carried by the AUTHORITY in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide AUTHORITY with certificates of same, the AUTHORITY may obtain such polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments.

## 7. CONTRACTOR RESPONSIBILITY

CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

(i) those relating to the safety of persons and property and their protection from damage, injury or loss, and

(ii) all workplace laws, regulations, and posting requirements, and

(iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, AUTHORITY'S Drug-Free Workplace Policy; And

(iv) compliance with the public records laws of Chapter 119, Florida Statutes.

## 8. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, CONTRACTOR's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its

subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

8.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

8.2 AUTHORITY's use or possession of the CONTRACTOR Property,

8.3 AUTHORITY's full exercise of its rights under any license conveyed to it by CONTRACTOR,

8.4 CONTRACTOR's violation of the confidentiality and security requirements associated with the AUTHORITY Property,

8.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

8.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

8.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the AUTHORITY or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from AUTHORITY to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

## 9. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the AUTHORITY. Thereafter, CONTRACTOR shall follow AUTHORITY'S instructions with regard to such request. To the extent that such request seeks non-exempt public records, the AUTHORITY shall direct CONTRACTOR to provide such records for inspection and copying incompliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by AUTHORITY.

## 10. PRESS RELEASES

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation AUTHORITY Property, without first notifying AUTHORITY and securing its consent in writing.

## 11. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to AUTHORITY upon request.

## 12. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

CONTRACTOR acknowledges that AUTHORITY officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the AUTHORITY in accordance with the AUTHORITY's Ethics Policy. CONTRACTOR acknowledges that it has read the Ethics Policy and, to the extent applicable, CONTRACTOR will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

## 13. NONDISCRIMINATION

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

## 14. SUBLETTING AND ASSIGNMENT

AUTHORITY has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR'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 CONTRACTOR 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, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR 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 subcontractor, equal or exceed twenty five thousand dollars ($25,000.00), the CONTRACTOR shall first submit a request to the AUTHORITYs 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 CONTRACTOR until it has been approved by the AUTHORITY Board. In the event of a designated emergency, the CONTRACTOR 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.

## 15. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of the AUTHORITY's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and the AUTHORITY Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

## 16. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or CONTRACTOR's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONTRACTOR to be the prevailing party, CONTRACTOR must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with AUTHORITY, failing which AUTHORITY will be deemed the prevailing party for purposes of this Contract.

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys' fees and costs.

## 17. OTHER SEVERABILITY

If any section of this Contract, other than the immediately preceding Prevailing Party Attorneys' Fees section, be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

## 18. GOVERNING LAW

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

In consideration of the foregoing premises, AUTHORITY agrees to pay CONTRACTOR for work performed and materials furnished at the prices submitted with the Proposal.

## 19. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between AUTHORTIY and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of the AUTHORITY.

Any approval by AUTHORITY of a subcontract or other matter herein requiring AUTHORITY approval for its occurrence shall not be deemed a warranty or endorsement of any kind by AUTHORITY of such subcontract, subconsultant, or matter.

## 20. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify AUTHORITY and request clarification of AUTHORITY's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

## 21. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where the AUTHORITY shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by the AUTHORITY, whichever is later.

## 22. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

22.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

22.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

22.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

22.4 Obligations upon expiration or termination of the Contract, as set forth in Section 23; and

22.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

## 23. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

23.1 Immediately upon expiration or termination of this Contract: CONTRACTOR shall submit to AUTHORITY a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

23.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of AUTHORITY.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date first written above below. This Contract was awarded by the Authority's Board of Directors at its meeting on June 27, 2012.

ORLANDO-ORANGE COUNTYEXPRESSWAY AUTHORITY

By: _____
Director of Procurement

ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.

By: _____

Peter Doyle
Print Name

Area President
Title

ATTEST: _____ (Seal)

Approved as to form and execution, only.

_____
General Counsel for the AUTHORITY

# CONSENT AGENDA ITEM

# #2

MEMORANDUM

TO: CFX Board Members

FROM: Lisa Lumbard, CFO

DATE: April 27, 2016

SUBJECT: Approval of Roadway Insurance Policy with Zurich American Insurance Company

---

In order to obtain insurance on its assets, CFX utilizes an independent insurance broker, Arthur J. Gallagher Risk Management Services, Inc. (Gallagher), for risk management advice and the solicitation and evaluation of proposals for insurance coverage. CFX's current insurance policy is with Zurich American Insurance Company (Zurich). This policy which covers damage or loss to bridges, overpasses and toll plaza infrastructure, expires on June 30, 2016.

The upcoming policy year starting July 1, 2016 is the final year of the negotiated rate guarantee program with Zurich as described in the attached proposal. The insurance premium for fiscal year 2017 is $639,307, which is an increase of 8% over fiscal year 2016 due to the increase in the value of the CFX system, while the rate is staying the same. Gallagher recommends accepting this year's policy with Zurich.

CFX staff concurs with the recommendations of the broker and requests the Board to authorize staff to execute fiscal year 2017's policy for a not to exceed amount of $650,000. This will allow for additional insurance needed for system expansion during the fiscal year.

# Insurance Proposal Prepared For

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Presented: April 21, 2016

Arthur J. Gallagher & Co.
Chris Connelly ARM-P, ARe
Area Senior Vice President

Arthur J. Gallagher Risk Management Services, Inc.
200 S. Orange Avenue
Orlando, FL 32801

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## Executive Summary

**Arthur J. Gallagher Risk Management Services, Inc.** appreciates the opportunity to present this proposal for your consideration.

Arthur J. Gallagher & Co. is pleased to provide this proposal to Central Florida Expressway Authority. We thank you for the opportunity to continue our partnership with the Authority, which is now on its 16th year!

### Current State of Florida Property Insurance Market

Florida's property insurance is dynamic, fluctuating dramatically when industry events occur. We have partnered with CFEA during both "hard" markets and "soft" market periods. We have been able to provide CFEA with competitive insurance pricing, and needed capacity during both of these periods. Over the past decade, we've seen four hard market cycles:

- The first, in 2002, was a market-wide hardening following the events of 9/11.
- The second occurred in 2005/06 for catastrophic windstorm areas of the Southeast following the widespread hurricane damage as a result of hurricanes Charlie, Ivan, Francis, Jean, Katrina, Rita and Wilma.
- Third, in 2009, following a global reduction in capacity due to the financial crisis, a brief hard market took place for catastrophe property in Q1 2009, followed by a softening in the market later that year.
- Lastly, in 2012, we experienced hard market conditions driven by two primary factors **1)** industry wide-losses in 2011 and **2)** increased perception of risk through new catastrophe modeling, RMS version 11. The latter had the greatest impact on our Central Florida governmental clients.

Fortunately, the past three years have been favorable to the insurance industry, with a limited amount of losses occurring. Additionally, the pace of new capital entering the industry is out-pacing demand, leading to a favorable buyers market.

### CFEA Bridges Program History

Despite the dynamic catastrophe property market in Florida, Gallagher has been able to help CFEA achieve significant rate reductions since our inception as your broker. The initial rate reduction achieved by CFEA in 2004 was approximately 35% by going to a stand-alone program. Since then, your rate has decreased by an additional 44%, including an 18%reduction in 2012 which was guaranteed through a three-year policy term.

| Policy Year | Total Insured Values | Wind Limit | Annualized Premium Incl. Terrorism | TIV Change | Annual Rate | Rate Change |
|---|---|---|---|---|---|---|
| 2004-2005 | $476,000,000 | $100,000,000 | $441,728 | - | $ 0.0928 | -35% |
| 2005-2006 | $568,096,329 | $100,000,000 | $500,004 | 19% | $ 0.0880 | -5% |
| 2006-2007 | $628,563,474 | $50,000,000 | $810,761 | 11% | $ 0.1290 | 47% |
| 2007-2008 | $824,472,840 | $50,000,000 | $873,259 | 31% | $ 0.1059 | -18% |
| 2008-2009 | $919,750,747 | $75,000,000 | $912,088 | 12% | $ 0.0992 | -6% |
| 2009-2010 | $1,044,830,611 | $75,000,000 | $929,899 | 14% | $ 0.0890 | -10% |
| 2010-2011 | $1,003,312,997 | $75 MM AOP<br>$50 MM Named Wind | $701,316 | -4% | $ 0.0699 | -21% |
| 2011-2012 | $1,018,635,884 | $75 MM AOP<br>$50 MM Named Wind | $647,343 | 2% | $ 0.0635 | -9% |
| 2012-2013* | $1,107,676,346 | $100,000,000 | $578,684 | 8% | $ 0.0522 | -18% |
| 2013-2014* | $1,107,048,341 | $100,000,000 | $578,324 | -.05% | $ 0.0522 | 0% |
| 2014-2015* | $1,126,066,391 | $100,000,000 | $589,127 | 2% | $ 0.0523 | 0% |

## Executive Summary (Cont.)

| | | | | | | |
|---|---|---|---|---|---|---|
| 2015-2016* | $1,171,174,715 | $100,000,000 | $591,933 | 4% | $ 0.0500 | -3% |
| 2016-2017* | $1,273,700,873 | $100,000,000 | $639,307 | 8.75% | $ 0.0500 | 0% |
| *Policy Issued on a 4-Year Term, with Guaranteed Policy Rate | | | | | | |

### 2016 Property Insurance Renewal – Bridges & Toll Structures

In 2014, Gallagher recommended that CFEA extend its current 3 year policy rate guarantee beyond its expiration in 2015. This allowed CFEA to lock in the historically low rates through 2017 and avoid uncertainty with the Florida property insurance market.

It is almost unheard of in Florida for an insurance company to guarantee property insurance rates, as reinsurance costs and markets can change dramatically year-to-year. We were extremely pleased at this guarantee, which locks in historically low rates for CFEA.

Due to 2012 hard market conditions, the "as is" program at the time would have left CFEA with a premium increase of 23% higher than in 2011. The Zurich program we were able to negotiate actually decreased CFEA's program costs from 2011. This was during a market when all of our clients in Central Florida felt dramatic premium increases. Overall, this lead to a $215,000 reduction for CFEA between the two options!

Additionally, Zurich continues to offer broader conditions than nearly all insurance clients in the Central Florida area, including a low, flat named windstorm deductible which would reduce CFEA's insurance deductible by millions of dollars versus industry standard percentage deductibles.

**Other Renewal Options for Consideration**

- **Loss of Revenue, Non-Physical Damage** – Gallagher would recommend evaluating the alternative options that may be available to address revenue loss associated with suspensions in toll operations. Primarily regarding suspension orders that are given as a result of hurricane evacuation orders. Since this type of program has never been negotiated for any Florida toll authorities, we would recommend having Gallagher pursue this option to determine its feasibility. There is market interest in these types of programs; however, the costs are unknown.

- **Cyber Risks** – We have discussed cyber liability with the Authority as a potential insurance line to consider due to the volume of personal data maintained by the Authority. We are happy to provide further information on this should CFEA desire.

We appreciate your continued business and look forward to your further review of this proposal.

**Chris Connelly**

## Service Team

**Chris Connelly** has primary service responsibility for your company. We operate using a team approach. Your Service Team consists of:

| NAME / TITLE | PHONE / ALT. PHONE | EMAIL | ROLE |
|---|---|---|---|
| **Chris Connelly, ARM-P, ARe**<br>Area Senior Vice President | 407-563-3513 | Chris_Connelly@ajg.com | Producer |
| **Carmen Bishop, AAI**<br>Client Service Manager Sr. | 407-563-3546 | Carmen_Bishop@ajg.com | Client Service Manager |

**Arthur J. Gallagher Risk Management Services, Inc.**
Main Office Phone Number: **(407) 370-2320**

## Named Insured

| NAMED INSURED | LINE OF COVERAGE |
|---|---|
| **Central Florida Expressway Authority** | Property |

**Note:** Any entity not named in this proposal may not be an insured entity. This may include partnerships and joint ventures.

## Market Place Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

| INSURANCE COMPANY | LINE OF COVERAGE | RESPONSE | PREMIUM |
|---|---|---|---|
| **Zurich American Insurance Company** | Property | Recommended Quote | **$589,307.26** |

*The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

## Insurance Company Ratings and Admitted Status

| PROPOSED INSURANCE COMPANIES | A.M. BEST'S RATING | ADMITTED / NON-ADMITTED |
|---|---|---|
| **Zurich American Insurance Company** | A + XV | Admitted |

If the above indicated coverage is placed with a Non-Admitted Carrier, the carrier is doing business in the state as a surplus lines or non-admitted carrier. As such, this carrier is not subject to the same regulations which apply to an admitted carrier nor do they participate in any insurance guarantee fund applicable in that state.

*The above A.M. Best Rating was verified on the date the proposal document was created.

Guide to Best Ratings

**Rating Levels and Categories**

| LEVEL | CATEGORY |
|---|---|
| A++, A+ | Superior |
| A, A- | Excellent |
| B++, B+ | Good |
| B, B- | Fair |
| C++, C+ | Marginal |
| C, C- | Weak |
| D | Poor |
| E | Under Regulatory Supervision |
| F | In Liquidation |
| S | Suspended |

Financial Size Categories

*(In $000 of Reported Policyholders' Surplus Plus Conditional Reserve Funds)*

| | | | |
|---|---|---|---|
| FSC I | Up to 1,000 | FSC IX | 250,000 to 500,000 |
| FSC II | 1,000 to 2,000 | FSC X | 500,000 to 750,000 |
| FSC III | 2,000 to 5,000 | FSC XI | 750,000 to 1,00,000 |
| FSC IV | 5,000 to 10,000 | FSC XII | 1,000,000 to 1,250,000 |
| FSC V | 10,000 to 25,000 | FSC XIII | 1,250,000 to 1,500,000 |
| FSC VI | 25,000 to 50,000 | FSC XIV | 1,500,000 to 2,000,000 |
| FSC VII | 50,000 to 100,000 | FSC XV | 2,000,000 or more |
| FSC VIII | 100,000 to 250,000 | | |

Best's Insurance Reports, published annually by A.M. Best Company, Inc., presents comprehensive reports on the financial position, history, and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages.

A Best's Financial Strength Rating opinion addresses the relative ability of an insurer to meet its ongoing insurance obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. View the A.M. Best Important Notice: Best's Credit Ratings for a disclaimer notice and complete details at http://www.ambest.com/ratings/notice.

Best's Credit Ratings are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings and Best Credit Reports (which include Best Ratings), visit the A.M. Best website at http://www.ambest.com. See Guide to Best's Credit Ratings for explanation of use and charges. Copies of the Best's Insurance Reports for carriers listed above are also available upon request of your Gallagher representative.

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Gallagher companies use A.M. Best Company's rating services to evaluate the financial condition of insurers whose policies we propose to deliver. Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

## Insurance Company Ratings and Admitted Status (Cont.)

# GUIDE TO BEST'S FINANCIAL STRENGTH RATINGS

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. The rating is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile.

### Best's Financial Strength Ratings

| | Rating | Descriptor | Definition |
|---|---|---|---|
| Secure | A++, A+ | Superior | Assigned to companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations. |
| | A, A- | Excellent | Assigned to companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations. |
| | B++, B+ | Good | Assigned to companies that have, in our opinion, a good ability to meet their ongoing insurance obligations. |
| Vulnerable | B, B- | Fair | Assigned to companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions. |
| | C++, C+ | Marginal | Assigned to companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions. |
| | C, C- | Weak | Assigned to companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions. |
| | D | Poor | Assigned to companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions. |
| | E | Under Regulatory Supervision | Assigned to companies (and possibly their subsidiaries/affiliates) placed under a significant form of regulatory supervision, control or restraint - including cease and desist orders, conservatorship or rehabilitation, but not liquidation - that prevents conduct of normal, ongoing insurance operations. |
| | F | In Liquidation | Assigned to companies placed in liquidation by a court of law or by a forced liquidation. |
| | S | Suspended | Assigned to rated companies when sudden and significant events impact operations and rating implications cannot be evaluated due to a lack of timely or adequate information; or in cases where continued maintenance of the previously published rating opinion is in violation of evolving regulatory requirements. |

### Rating Modifiers

| Modifier | Descriptor | Definition |
|---|---|---|
| u | Under Review | Indicates the rating may change in the near term, typically within six months. Generally is event driven, with positive, negative or developing implications. |
| pd | Public Data | Indicates rating assigned to insurer that chose not to participate in A.M. Best's interactive rating process. (Discontinued in 2010) |
| s | Syndicate | Indicates rating assigned to a Lloyd's syndicate. |

### Rating Outlooks

Indicates potential direction of a Best's Financial Strength Rating over an intermediate term, generally defined as 12 to 36 months.

| | |
|---|---|
| Positive | Indicates possible rating upgrade due to favorable financial/market trends relative to the current rating level. |
| Negative | Indicates possible rating downgrade due to unfavorable financial/market trends relative to the current rating level. |
| Stable | Indicates low likelihood of a rating change due to stable financial/market trends. |

### Under Review Implications

Indicates the potential direction of a Best's Financial Strength Rating that is in Under Review status based on information currently available.

| | |
|---|---|
| Positive | Indicates there is a reasonable likelihood the company's rating will be raised as a result of A.M. Best's analysis of a recent event. |
| Negative | Indicates there is a reasonable likelihood the company's rating will be lowered as a result of A.M. Best's analysis of a recent event. |
| Developing | Indicates there is uncertainty as to the final rating outcome, but there is a reasonable likelihood the company's rating will change as a result of A.M. Best's analysis of a recent event. |

### Not Rated Designation

NR: Assigned to companies that are not rated by A.M. Best.

### Rating Disclosure

A Best's Financial Strength Rating opinion addresses the relative ability of an insurer to meet its ongoing insurance obligations. The ratings are not assigned to specific insurance policies or contracts and do not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud; or any specific liability contractually borne by the policy or contract holder. A Best's Financial Strength Rating is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. In arriving at a rating decision, A.M. Best relies on third-party audited financial data and/or other information provided to it. While this information is believed to be reliable, A.M. Best does not independently verify the accuracy or reliability of the information. For additional details, see A.M. Best's *Terms of Use* at *www.ambest.com*.

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## Premium Summary

The estimated program cost for the options are outlined in the following table:

| LINE OF COVERAGE | | EXPIRING PROGRAM CARRIER | EXPIRING PROGRAM EXPIRING COST | PROPOSED PROGRAM CARRIER | PROPOSED PROGRAM ESTIMATED COST |
|---|---|---|---|---|---|
| **Property** | Premium | Zurich American Insurance Company (Zurich Group) | $541,933.00 | Zurich American Insurance Company (Zurich Group) | $589,307.26 |
| | Srchrg & Asmnt | | 0.00 | | 0.00 |
| | **Estimated Cost** | | **$541,933.00** | | **$589,307.26** |
| | Annualized Cost | | - | | - |
| | TRIA Premium | | $10,626 Included Above | | $11,787.12 Included Above |
| **Risk Management Fee** | | | **$50,000.00** | | **$50,000.00** |
| **Total Estimated Program Cost** | | | **$591,933.00** | | **$639,307.26** |

Quote From **Zurich American Insurance Company of IL (Zurich Group)** is valid until **7/1/2016**

Gallagher is responsible for the placement of the following lines of coverage:
**Property**
FMIT Package

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

## Payment Plans

| CARRIER | LINE OF COVERAGE | PAYMENT SCHEDULE | PAYMENT METHOD |
|---|---|---|---|
| **Zurich American Insurance Company (Zurich Group)** | Property | Due in full within 30 days from effective date | Agency Bill |

## Program Details

**Coverage:** Property

**Carrier:** Zurich American Insurance Company

**Policy Period:** 7/1/2016 to 7/1/2017

The following is a general summary of the Insuring Agreement. Refer to actual policy form for complete terms and conditions.

**Coinsurance or Agreed Amount:**

| DESCRIPTION | AGREED AMOUNT | COINSURANCE % |
|---|---|---|
| All Covered Property | Yes | N/A |

**Coverage:**

| DESCRIPTION | LIMIT | BASIS |
|---|---|---|
| Any One Occurrence for all Perils and Coverages Combined | $100,000,000 | |
| Sublimits: | | |
| - Named Storm | $100,000,000 | |
| - Earthquake – Annual Aggregate | $100,000,000 | |
| - Flood – Annual Aggregate | $100,000,000 | |
| Physical Damage Covered to the Covered Property | $100,000,000 | |
| Loss of Revenue | $100,000,000 | |

**Deductibles/SIR:**

| COVERAGE | AMOUNT |
|---|---|
| Property Damage - Per Occurrence | $100,000 |
| Named Storm - Per Occurrence | $500,000 |
| Earthquake - Per Occurrence | $100,000 |
| Flood - Per Occurrence | $100,000 |
| Loss of Revenue - Waiting Period - Per Occurrence | 7 Day |

**Additional Coverage:**

| DESCRIPTION | LIMIT | BASIS |
|---|---|---|
| Additional Coverage - Sublimits: | | |
| Accounts Receivable | $5,000,000 | |
| Interruption by Civil or Military Authority | 14 Days | |
| Extra Expense | $10,000,000 | |

## Program Details (Cont.)

**Additional Coverage:**

| DESCRIPTION | LIMIT | BASIS |
|---|---|---|
| Extended Period of Indemnity | 24 Months | |
| Debris Removal, Lesser of 25% of Physical Damage or : | $10,000,000 | |
| Including Contaminants or Pollutants Clean Up – Annual Aggregate | $250,000 | |
| Expediting Expense | $2,500,000 | |
| Fire Department Service Charges | $1,000,000 | |
| Ingress / Egress | 14 Days | |
| Loss Adjustment Expense | $500,000 | |
| Newly Acquired Property - 90 Day Reporting Required | $10,000,000 | |
| Ordinance & Law – Coverages A,B, C Combined | $10,000,000 | |
| Transit - any one conveyance | $2,500,000 | |
| Terrorism (If Elected) | $100,000,000 | |
| Valuable Papers | $2,500,000 | |

**Valuations:**

| DESCRIPTION | LIMITATIONS |
|---|---|
| Replacement Cost | Real & Personal Property |
| Actual Loss Sustained | Time Element |

**Perils Covered:**

| TYPE | DESCRIPTION |
|---|---|
| Special Form Perils | Special Form Including Flood, Earthquake |

**Endorsements include, but are not limited to:**

| DESCRIPTION |
|---|
| Declarations Page |
| In Witness Clause |
| Schedule of Forms and Endorsements |
| Zurich Operational Civil Works Policy |
| Schedule of Locations & Values Insured |
| Debris Removal Clean up and Decontamination; Aggregate Limit of Liability. This amount is part of and not in addition to the Sublimit of Liability for Debris Removal scheduled in the Policy Declarations. It is a condition precedent to recovery under this extension that the Carrier shall have paid or agreed to pay, for direct physical loss or damage to covered property, unless such payment is precluded solely by the operation of any deductible, and that the Insured shall give written notice to the Carrier of intent to claim for cost of debris removal or cost to cleanup not later than (12) twelve months after the date of such physical loss or damage. |

## Program Details (Cont.)

**Endorsements include, but are not limited to:**

| DESCRIPTION |
|---|
| Multi-Year Policy Term. The following conditions apply at each anniversary date during the term of this Policy:<br><br>A. The terms and conditions of this Policy are subject to review and negotiation at each anniversary date in the event either of the following circumstance(s) occur:<br>(1) The policy loss ratio exceeds 30%. The Loss ratio shall be determined by dividing the earned premium into the total paid claims, including any allocated and unallocated claims expenses or unpaid reserves; or<br>(2) The addition of Covered Property during the Policy term and / or an increase in LOSS OF REVENUE* and Contingent Loss of Revenue in the amount of 10% or greater.<br>B. It is agreed that the annual rate(s) shown in paragraph 9. of the Declarations of the Policy shall be guaranteed for each consecutive anniversary period unless otherwise precluded under A. above.<br>C. Within thirty (30) days of each anniversary, the Named Insured shall agree to provide to the Company an updated Statement of Values for all Covered Property, LOSS OF REVENUE* and Contingent Loss of Revenue (if endorsed to the Policy). Based upon the updated Statement of Values, the Company will review and adjust the anniversary premium charged. |
| Construction Property General Conditions -ZBR 300-CPGC (9-07) |
| Disclosure of Important Information Relating to TRIA |
| Disclosure Statement – Instruction to Agent or Broker |
| Disclosure Statement – Notice of Disclosure for Agent & Broker Compensation |
| Advisory Notice to Policyholders Regarding the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Regulations |
| Amending the wording under "Under Section III – Policy Definitions" 5. Loss of Revenue on the Civil Works Policy:<br>5. LOSS OF REVENUE:<br>Loss of Revenue means:<br>A. Net Income from tolls or other operating sources which would have been earned and incurred; and<br>B. Any continuing normal operating expenses which have been incurred had no loss or damage occurred. |

**Exclusions include, but are not limited to:**

| DESCRIPTION |
|---|
| Government Action Exclusion |
| War Exclusion |
| Nuclear Hazard, Power Failure |
| Date-related Losses (Y2K) Exclusion |
| Contaminants or Pollutants |
| War or Military Action |
| Asbestos Material |
| Fraudulent Or Dishonest Act Or Acts Intended To Result In The Financial Gain Of Any Named Insured Or Of Any Associated, Partner, Director, Trustee, Officer, Agent Or Employee Or Any Named Insured. This Exclusion Does Not Apply To Acts Of Destruction To Covered Property By The Named Insured's Employee. |
| Loss Or Damage, Costs, Expenses, Fines Or Penalties Incurred Or Sustained By Or Imposed On Any Named Insured At The Order Of Any Government Agency, Court Or Other Authority Arising From Any Cause Whatsoever. |
| Dampness Or Dryness Of The Atmosphere; Extremes Or Changes In Temperature. |
| Insects, Birds, Rodents Or Other Animals. |

## Program Details (Cont.)

**Exclusions include, but are not limited to:**

| DESCRIPTION |
|---|
| Consequential Loss Or Damage Of Any Kind Or Description Including Loss Of Use, Loss Of Market Or Delay, Unless Specifically Insured Elsewhere In This Policy. |
| Electrical Breakdown Of Any Electrical Machinery Or Apparatus While Said Equipment Is Undergoing An Insulation Breakdown Test Or Is Being Dried Out, Unless Direct Physical Damage Not Otherwise Excluded By This Policy Results To Covered Property, In Which Event, This Policy Shall Cover Only Such Resulting Damage |
| Corrosion, Decay, Deterioration, Erosion, Evaporation, Inherent Vice, Latent Defect, Leakage, Loss Of Weight, Marring Or Scratching, Rust, Shrinkage, Wear And Tear, Wet Or Dry Rot Or Any Quality In Property Which Causes It To Damage Or Destroy Itself |
| Normal Subsidence, Settling, Cracking, Heaving, Expansion Or Contraction Of Walls, Floors, Ceilings, Roofs, Foundations, Patios, Walkways, Driveways Or Paving. |
| Errors, Omission Or Deficiency In Design, Plans, Workmanship, Specifications Or Materials Unless Fire Or Explosion Ensues And Then Only For The Loss, Damage Or Expenses Resulting From Such Fire Or Explosion. |
| Interruption Of Incoming Electricity, Fuel, Water, Gas, Steam, Refrigerant Or Other Services, Unless Specifically Insured Elsewhere In This Policy |
| Cost Of Excavations, Grading, Backfilling Or Filling, EXCEPT In Connection With Repairs To Building(S), Structure(S), Or Improvements To Land Including Land Fill Destroyed Or Damaged By A Covered Cause Of Loss |
| Electrical, Gas, Steam, Water, Telephone And Other Transmission Lines And Related Plants, Substations And Equipment Located Beyond One Thousand (1,000) Feet From The Covered Property |
| Land; Water; Growing Crops; Lawns; Outdoor Trees, Shrubs And Plants; Standing Timber; Coal; Mines, Including Property Contained Therein |
| Named Insured's Interest In Property Of Which The Named Insured Is A Joint Owner With Other Parties (Known As Joint Venture Property) Unless Declared As Such In The Schedule Of Values |
| Underground Wells, Piping, Mains, Sewers And Drains, Including Personal Property Therein; Unless Included In The Schedule Of Values |
| As Respects Loss Of Revenue Coverage:<br>- Any Physical Loss Or Damage To Property Not Insured By This Policy;<br>- Any Increase Of Loss Which May Be Occasioned By The Suspension, Non Completion, Lapse, Or Cancellation Of Any Lease, License, Contract, Or Purchase Order;<br>- Any Increase Of Loss Due To Interference At The Named Insured's Property By Strikers Or Other Persons With Rebuilding, Repairing, Or Replacing The Property Damaged Or Destroyed, Or With The Resumption Or Continuation Of Business, Or With The Re-Occupancy Of The Property;<br>- Any Loss Occurring To Property In Transit Off Premises;<br>- Non Availability Of Funds, Other Than Insurance Reimbursement, For The Repair Or Replacement Of Lost Or Damaged Covered Property;<br>- The Failure Of The Named Insured To Use Diligence And Dispatch In Restoring The Damage Property To The Condition Existing Prior To The Physical Loss Or Damage. |
| Zurich Operational Civil Works Policy (Coverage & Exclusions) |
| Unexplained or mysterious disappearance, shortage or other loss discovered upon taking inventory. |

**Binding Requirements:**

| DESCRIPTION |
|---|
| None |

## Program Details (Cont.)

**Other Significant Terms and Conditions/Restrictions:**

| DESCRIPTION |
|---|
| Total Insured Value - $1,273,700,873.00 |
| 60 Days Written Notice of Cancellation; 10 Days Written Notice for Non-Payment |
| Zurich shall have the right to inspect property and operations at any reasonable time. Insured agrees to comply with any reasonable Risk Engineering recommendations to avoid a loss. |
| The Named Insured will report in writing to the Carrier every loss Occurrence which may give rise to a claim under this Policy as soon as possible, but not later than (30) thirty days after it becomes known to the Named Insured. |
| Knowledge of an occurrence by the agent, servant or employee of the Named Insured shall not in itself constitute Knowledge by the Named Insured, unless the Owner, General Manager, Director, Risk Manager or General Counsel shall have received such notice from its or their agent, servant or employee. |
| Deductible & Waiting Periods: In the event that more than one deductible as attached to this Policy shall apply to Insured I loss of or damage to Covered Property in any one Occurrence, only the largest deductible shall be applied. Loss of Revenue; the waiting period will always be applied in addition to any dollar deductible stated for physical damage. |
| 3 Year Rate Guarantee extended to 7/1/2017, subject to:<br>- Loss ratio, including expense & reserve, not to exceed 30%<br>- Increase of Property and/or Time Element value less than 5%<br>- Insured agrees to provide Zurich with updated values within 30 days of each anniversary date |

| | |
|---|---|
| **Premium** | **$589,307.26** |
| **Taxes** Admitted carrier surcharges | |
| **Total Taxes** | **$0.00** |
| **ESTIMATED PROGRAM COST** | **$589,307.26** |
| Minimum Premium - | **100.00 %** |
| TRIA/TRIPRA PREMIUM<br>(included in total premium above) | **$11,787.12** |

**Optional Coverages:**

| OPTION | DEDUCTIBLE / SIR | PREMIUM CREDIT | TOTAL PREMIUM FOR THIS OPTION |
|---|---|---|---|
| 2 | $250,000 Property Damage Per Occurrence | $34,424.05CR | $554,928.09 |
| 3 | $500,000 Property Damage Per Occurrence | $68,821.17CR | $520,530.97 |

## Program Details (Cont.)

| | Exposures | | Premium |
|---|---|---|---|
| Property Damage | $898,725,214.00 | | $382,243.71 |
| Loss of Revenue | $374,975,659.00 | | $195,276.43 |
| | | Subtotal | $577,520.14 |
| Terrorism Coverage Premium | | | $ 11,787.12 |
| Estimated Admitted Carrier State Assessments & Surcharges (N/A this year) | | | $ 0.00 |
| Total TIV | $1,273,700,873 | Total | $589,307.26 |

Signature: _____

Title: _____

Date: _____

## Changes / Developments

It is important that we be advised of any changes in your operations that may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

1. Changes in any operation such as expansion to other states or new products.
2. Mergers and/or acquisition of new companies.
3. Any newly assumed contractual liability, granting of indemnities, or hold harmless agreements.
4. Circumstances which may require increased liability insurance limits.
5. Any changes in fire or theft protection, such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to same.
6. Immediate advice of any changes to scheduled equipment such as contractors' equipment, electronic data processing, etc.
7. Property of yours that is in transit, unless we have previously arranged for the insurance.
8. Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed, or occupied.

☐ No Changes and/or Developments

Signature: _____

Title: _____

Date: _____

## Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

**Proposal Disclaimer**

IMPORTANT: The proposal is an outline of certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. It does not include all the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract language. The insurance policies themselves must be read for those details. Policy forms for your reference will be made available upon request.

We will not be operating in a fiduciary capacity, but only as your broker, obtaining a variety of coverage terms and conditions to protect the risks of your enterprise. We will seek to bind those coverages based upon your authorization; however, we can make no warranties in respect to policy limits or coverage considerations of the carrier. Actual coverage is determined by policy language, so read all policies carefully. Contact us with questions on these or any other issues of concern.

**Compensation Disclosure**

One of the core values highlighted in The Gallagher Way states, "We are an Open Society," and our open society extends to the compensation Gallagher receives. In general, Gallagher may be compensated as follows:

1. Gallagher Companies are primarily compensated from the usual and customary commissions or fees received from the brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary from company to company and insurance coverage to insurance coverage. As permitted by law, Gallagher companies occasionally receive both commissions and fees.

2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher Companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies. Contingent commissions provide for additional contingent compensation if underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company and/or through the intermediary, not on an individual policy basis. Some insurance markets, including Gallagher-owned intermediaries, have modified their commission schedule with Gallagher, resulting in an increase in some commission rates. These additional commissions, commonly referred to as "supplemental commissions" are known as of the effective date, but some insurance companies are paying this commission later and apart from when commission is normally paid at policy issuance. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. Note: Upon request, your Gallagher representative can provide more specific market information regarding contingent and supplemental commission related to your insurance coverage.

3. Gallagher Companies may also receive investment income on fiduciary funds temporarily held by them, such as premiums or return premiums.

4. Gallagher Companies may access other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace. Gallagher Companies may own some of these facilities, in whole or in part. If such a facility was utilized in the placement of a client's account, the facility may have earned and retained customary brokerage commission or fees for its work.

5. Gallagher assists its customers in procuring premium finance quotes and unless prohibited by law may earn compensation for this value added service.

6. From time to time, Gallagher may participate in insurance company promotional events or training and development that insurers provide for Gallagher employees.

## Proposal Disclosures (Cont.)

7. Gallagher strives to find appropriate coverage at a competitive price for our customers. In order to achieve these goals, we gather and analyze data about our customers and their insurance coverage. This data and the resulting analytical tools help us better understand the current marketplace, more accurately predict future trends and offer tailored solutions to our customers. The data may also be provided to insurers pursuant to consulting service agreements from which we earn fees.

If you have specific questions about the compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third parties, please send an e-mail to Compensation_Complaints@ajg.com or send a letter to:

Compliance Officer
Arthur J. Gallagher & Co.
Two Pierce Place, 20th Floor
Itasca, IL 60143

**TRIA/TRIPRA Disclaimer**

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a $100 billion cap on insurers' aggregate liability.

The TRIPRA program increases the amount needed in total losses by $20 million each calendar year before the TRIPRA program responds from the 2015 trigger of $100 million to $200 million by the year 2020.

TRIPRA is set to expire on December 31, 2020. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2020. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

**Property Estimator Disclaimer**

These property values were obtained using a desktop Property Estimator software operated by non-appraisal professionals. These property values represent general estimates which are not to be considered a certified appraisal. These property values include generalities and assumptions that may produce inaccurate values for specific structures.

**Actuarial Disclaimer**

The information contained in this proposal is based on the historical loss experience and exposures provided to Arthur J. Gallagher Risk Management Services, Inc.. This proposal is not an actuarial study. Should you wish to have this proposal reviewed by an independent actuary, we will be pleased to provide you with a listing of actuaries for your use.

Central Florida Expressway Authority

# Client Signature Requirements

## Coverages For Consideration

**Overview**

- A proposal for any of the coverages can be provided.
- The recommendations and considerations summarized in this section are not intended to identify all exposures.
- Since Gallagher does not handle your complete insurance program, these recommendations only reflect items within our scope of responsibility.

**Other Coverage Considerations**

- Cyber Risk
- Loss of Revenue, Non-Physical Damage
- **Builders Risk / Owners Protective Professional Coverage** – due to CFEA's ongoing construction projects, it may want to explore ways to protect itself from construction risks such as OPPI, or owners builders risk coverage. Similar public clients that are undergoing expansive renovations/additions have purchased this coverage to protect its assets. OPPI coverage as an example provides professional liability coverage to CFEA that sits over top of your designer/engineer policies in the event their coverage does not respond or does not carry sufficient coverage limits.

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

# Central Florida Expressway Authority

## Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 4/21/2016, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

| | | LINE OF COVERAGE | CARRIER |
|---|---|---|---|
| ☐Accept | ☐ Reject | Property ($100,000 Property Damage Per Occurrence Deductible) | Zurich American Insurance Company (Zurich Group) |
| ☐Accept | ☐ Reject | TRIA Coverage | |
| ☐Accept | ☐ Reject | Property ($250,000 Property Damage Per Occurrence Deductible) | Zurich American Insurance Company (Zurich Group) |
| ☐Accept | ☐Reject | TRIA Coverage | |
| ☐Accept | ☐ Reject | Property ($500,000 Property Damage Per Occurrence Deductible) | Zurich American Insurance Company (Zurich Group) |
| ☐Accept | ☐ Reject | TRIA Coverage | |

| Producer/ Insured Coverage Amendments and Notes: |
|---|
| |
| |
| |
| |

_____
Client Initials

## Client Authorization To Bind Coverage

**Provide Quotations or Additional Information on the Following Coverage Considerations:**

**Other Coverage Considerations**
☐Yes ☐ No Cyber Risk

☐Yes ☐No Loss of Revenue, Non-Physical Damage

☐ Yes ☐ No Builders Risk / Owners Protective Professional Coverage

**Note: Selecting the "Reject All or Accept All" option will override any selections that you have made above**
☐ Reject All ☐ Accept All - Coverages for Consideration

It is understood this proposal provides only a summary of the details; the policies will contain the actual coverages.

We confirm the values, schedules, and other data contained in the proposal are from our records and acknowledge it is our responsibility to see that they are maintained accurately.

We agree that your liability to us arising from your negligent acts or omissions, whether related to the insurance or surety placed pursuant to these binding instructions or not, shall not exceed $20 million, in the aggregate. Further, without limiting the foregoing, we agree that in the event you breach your obligations, you shall only be liable for actual damages we incur and that you shall not be liable for any indirect, consequential or punitive damages.

By: _____
Specify: owner, partner or corporate officer

_____
Print Name

Date: _____

## Claims Reporting By Policy

**Direct Reporting**

Immediately report all claims for the following lines of coverage to the insurance carrier.

Policy #IM552554200
ZURICH AMERICAN INSURANCE COMPANY
P.O. Box 968084
Schaumburg, IL 60196
Phone: (800) 987-3373
Online: ZNA Online Claims
Fax: (877) 962-2567
Email: USZ_CareCenter@Zurichna.com

## Bindable Quotations & Compensation Disclosure Schedule

**Client Name: Central Florida Expressway Authority**

| COVERAGE(S) | CARRIER NAME(S) | ESTIMATED ANNUAL PREMIUM [1] | COMM. % OR FEE [2] | WHOLESALER, MGA OR INTERMEDIARY NAME [3] | WHOLESALER, MGA OR INTERMEDIARY COMMISSION % / FEE $ [4] | AJG OWNED? YES/NO |
|---|---|---|---|---|---|---|
| Property $100,000 Deductible Option | Zurich American Insurance Company (Zurich Group) | $589,307.26 | 0% | N/A | N/A | N/A |
| Property $250,000 Deductible Option | Zurich American Insurance Company (Zurich Group) | $554,928.09 | 0% | N/A | N/A | N/A |
| Property $500,000 Deductible Option | Zurich American Insurance Company (Zurich Group) | $520,530.97 | 0% | N/A | N/A | N/A |
| Risk Management Fee | | | $50,000.00 | | | |

Some carriers pay Gallagher supplemental or contingent commissions in addition to the policy commission. Contingent commissions are typically contingent upon performance factors such as growth, profit, volume or retention, while supplemental commissions are not. These supplemental or contingent commissions may range from less than 1% up to 10% of the policy premium. Please refer to the Compensation Disclosure or contact your Gallagher representative for additional information.

1 *A verbal quotation was received from this carrier. We are awaiting a quotation in writing. The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.
** A written quotation was received from this carrier. The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.
2 The commission rate is a percentage of annual premium excluding taxes & fees.
3 We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.
4 * The non-Gallagher intermediary/wholesaler did not provide their compensation information for this proposal. The usual and customary compensation to a wholesaler/ intermediary ranges from 5% to 12%, but we cannot verify that range is applicable in connection with this proposal.

# CONSENT AGENDA ITEM

# #3

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement

DATE: April 26, 2016

SUBJECT: Authorization to Advertise
CFX Generator Replacement
Project 599-1032, Contract No., 001202

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Board authorization is requested to advertise for bids for the CFX Generator Replacement at 16 ramp plazas and 2 mainline toll plazas on SR 417 and S.R. 408. The existing standby generators have reached the end of their useful life.

This project is part of the current Five-Year Work Plan.

Reviewed by: _____
Ben Dreiling, P.E., Director of Construction

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

# CONTRACT PLANS

# SR417, SR408, AND SR528 GENERATOR REPLACEMENT

## ORANGE COUNTY

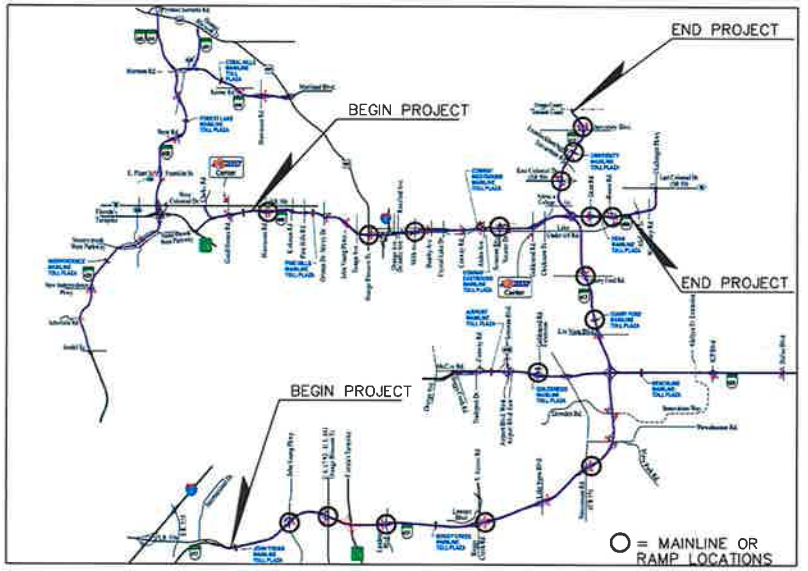
## CFX PROJECT NUMBER – 599–1032

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
BOARD MEMBERS

| | |
|---|---|
| WELTON G. CADWELL | CHAIRMAN |
| S. SCOTT BOYD | VICE CHAIRMAN |
| BRENDA CAREY | SECRETARY/TREASURER |
| BUDDY DYER | EX–OFFICIO, CITY OF ORLANDO MAYOR |
| FRED HAWKINS, JR | BOARD MEMBER |
| TERESA JACOBS | EX–OFFICIO, ORANGE COUNTY MAYOR |
| ANDRIA HERR | BOARD MEMBER |
| JAY MADARA | BOARD MEMBER |
| SHAWN "MICHAEL" SHEERINGA | BOARD MEMBER |
| DIANNE GUTIERREZ–SCACCETTI | NON–VOTING BOARD MEMBER |

SHOP DRAWINGS TO BE SUBMITTED TO:

ELECTRICAL:
GEARY F. HEINRICH, P.E.
482 S. KELLER RD.
ORLANDO, FL 32810





PLANS PREPARED BY:

ATKINS

482 SOUTH KELLER ROAD
ORLANDO, FLORIDA 32810
407–647–7275 FAX: 407–647–1283
WWW.ATKINSGLOBAL.COM
VENDOR ID NO.: 59–0896138.007
CERTIFICATE OF AUTHORIZATION NO.: 24


NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

ELECTRICAL ENGINEER OF RECORD: GEARY F. HEINRICH

DATE: _____

P.E. NO.: 47215

GOVERNING STANDARDS AND SPECIFICATIONS: MOST CURRENT ADOPTED EDITION PER JURISDICTION OF THE FLORIDA BUILDING CODE AND FLORIDA MECHANICAL CODE, AND NATIONAL ELECTRICAL CODE 2014.

KEY SHEET REVISIONS

| DATE | BY | DESCRIPTION |
|---|---|---|
| | | |

FINAL PLANS FOR REVIEW
APRIL 2016

REVISIONS

| DATE | BY | DESCRIPTION | DATE | BY | DESCRIPTION |
|---|---|---|---|---|---|
| | | | | | |


ATKINS
Engineer of Record
Geary F. Heinrich, P.E.
P.E. No. 47215
482 South Keller Road, Orlando, FL 32810
(407) 806-4251 www.atkinsglobal.com


CENTRAL FLORIDA EXPRESSWAY AUTHORITY

COVER SHEET

| PROJECT | SHEET NO. |
|---|---|
| 599–1032 | AE-000 |

# CONSENT AGENDA ITEM

# #4

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement

Date April 26, 2016

Subject: Award of Contract for Construction Engineering and Inspection Services for SR 429/Wekiva Parkway from the Systems Interchange to East of Mount Plymouth Road
Project No. 429-205; Contract No. 001088

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The Board approved on January 14, 2016, the final ranking of the firms for the referenced project and authorized staff to negotiate fees and expenses with the number one ranked firm, KCCS, Inc. Those negotiations have been completed and Board award of the contract to KCCS, Inc. in the not-to-exceed amount of $3,100,000.00 is requested.

Reviewed By: _____
Ben Dreiling, P.E., Director of Construction

4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011

WWW.CFXWAY.COM

# AGREEMENT

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

**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES**
**FOR**
**S.R. 429 (WEKIVA PARKWAY) FROM THE SYSTEMS INTERCHANGE TO EAST OF MOUNT PLYMOUTH ROAD**

**PROJECT NO. 429-205**

**CONTRACT NO. 001088**

**CONTRACT DATE: MAY 12, 2016**
**CONTRACT AMOUNT: $3,100,000.00**

## 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**

# S.R. 429 (WEKIVA PARKWAY) FROM THE SYSTEMS INTERCHANGE TO EAST OF MOUNT PLYMOUTH ROAD
# PROJECT NO. 429-205

## CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

**CONTRACT NO. 001088**

**MAY 2016**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

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|---|---|---|
| AG | Agreement | AG-1 to AG-18 |
| | Exhibit "A", Scope of Services | |
| | Exhibit "B", Method of Compensation | |
| | Exhibit "C", Details of Cost and Fees | |
| | Exhibit "D", Project Organization Chart | |

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
**AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES**
**CONTRACT NO. 001088**

THIS AGREEMENT, made and entered into this 12th day of May, 2016 by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 63-573 Laws of Florida, 1963, (Chapter 348, Part V, Florida Statutes) hereinafter called the "CFX" and KCCS, Inc. hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 135 West Central Boulevard, Suite 300, Orlando, FL. 32801.

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

WITNESSETH:

1.0 CFX does hereby retain the CONSULTANT to furnish Construction Engineering and Inspection (CEI) services required by CFX for Contract No. 001088, S.R. 429 (Wekiva Parkway); Project 429-205.

2.0 The CONSULTANT and CFX 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.

CFX's Director of Construction or his authorized designee shall provide the management and technical direction for this Agreement on behalf of CFX. All technical and administrative provisions of this Agreement shall be managed by the Director of Construction and the CONSULTANT shall comply with all of the directives of the Director of Construction 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 Director of Construction.

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

3.0 TERM OF AGREEMENT

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five year term from the date of the Notice to Proceed from CFX which includes the construction period of 19 months and a period of one month before start of construction and one month after the scheduled completion of construction. An extension of the five year term may be approved by CFX at its sole discretion. For purposes of Exhibit B, Method of Compensation, the term shall be 21 months.

4.0 PROJECT SCHEDULE

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 CFX 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. CFX will review the request and make a determination as to granting all or part of the requested extension.

In the event the scheduled project completion date is reached and the CONSULTANT has not requested, or if CFX 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 CFX.

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 the required services and shall have due regard for acceptable standards of construction engineering and inspection principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to CFX, 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. It is understood and agreed that CFX 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.

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 CFX, which may be withheld in CFX'S sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX'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 CFX 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 CFX'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 CFX 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 CFX Board at its next regularly scheduled meeting.

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement includes providing CEI services for Contract No. 001019R including, but not necessarily limited to, construction of roadways and bridges, signing, roadway lighting, drainage, and utilities.

7.0 COMPENSATION

CFX 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 $3,100,000.00. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

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

Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX 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 CFX 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 CFX 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 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.

9.0 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 provided in Paragraph 7.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Paragraph 7.0 hereof shall be adjusted to exclude any significant sums where CFX 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 CFX, whichever is later.

10.0 TERMINATION

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

If CFX determines that the performance of the CONSULTANT is not satisfactory, CFX 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 CFX requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, CFX 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 CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated for actual costs, as determined in Exhibit "B", for work performed by the CONSULTANT prior to abandonment or termination of the Agreement. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be retained by CFX.

The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be retained by CFX.

CFX 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 CFX, 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 CFX. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 7.0 hereof. CFX 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. CFX further reserves the right to

suspend the qualifications of the CONSULTANT to do business with CFX 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 CFX's Director of Construction.

11.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Director of Construction 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; and his decision upon all claims, questions and disputes shall be final. 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 Director of Construction and the CONSULTANT that cannot be resolved shall be referred to CFX's Executive Director whose decision shall be final.

In the event that the CONSULTANT and CFX are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by CFX, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by CFX to be reasonable. In such event, the CONSULTANT will have the right to file a claim with CFX 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.

12.0 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 CFX and request clarification of CFX'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.

13.0 HOLD HARMLESS AND INDEMNIFICATION

The CONSULTANT shall indemnify, defend, and hold harmless CFX and all of its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, error or omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of the Agreement, except that neither the CONSULTANT, its agents, employees nor any of its subconsultants will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by CFX or any of its officers, agents or employees during the performance of the Agreement.

When CFX 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, CFX will immediately forward the claim to the CONSULTANT. The CONSULTANT and CFX will evaluate the claim and report their findings to each other within seven working days. CFX and the CONSULTANT will jointly discuss options in defending the claim. After reviewing the claim, CFX will determine whether to require the participation of the CONSULTANT in the defense of the claim or to require that the CONSULTANT defend CFX in such claim as described in this section. CFX'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 CFX to the CONSULTANT of the claim. CFX 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 CFX 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 CFX against any claim, suit or proceeding brought against CFX 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 CFX.

14.0 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, CFX 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.

15.0 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 CFX, 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 CFX. 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.

15.1 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 CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX 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.

15.2 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.

15.3 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 CFX for all work performed by the CONSULTANT, its employees, agents and subconsultants.

15.4 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 CFX for negligence, errors, mistakes or omissions in the performance of

services to be performed and furnished by the CONSULTANT.

The CONSULTANT shall provide CFX with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX 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 CFX 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 CFX, CFX 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 CFX. At the option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX, 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 CFX.

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX 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 CFX of any certificate of insurance evidencing the

required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

16.0 COMMUNICATIONS

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 CFX 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 CFX.

17.0 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 CFX's Code of Ethics and to the extent applicable to the CONSULTANT agrees to abide with such policy.

18.0 DOCUMENTED ALIENS

The CONSULTANT warrants that all persons performing work for CFX 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 CFX harmless for any violations of the same. Furthermore, if CFX determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, CFX may immediately and unilaterally terminate this Agreement for cause.

19.0 CONFLICT OF INTEREST

The CONSULTANT shall not knowingly enter into any other contract with CFX 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 CFX 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 Executive Director for resolution. During the term of this Agreement the CONSULTANT is not eligible to pursue any advertised construction engineering and inspection projects of CFX as either a prime or subconsultant where the CONSULTANT participated in the design of the projects. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the design of the projects.

20.0 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.

21.0 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 exclusively in Orange County, Florida.

22.00 INSPECTOR GENERAL

The CONSULTANT understands and shall comply with subsection 20.055(5), Florida Statutes.

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 CFX 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 CFX's Board of Directors at its meeting on May 12, 2016.

**CONSULTANT**

BY:_____
Authorized Signature

Title:_____

Print Name:_____

ATTEST:_____(Seal)
Secretary or Notary

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

BY:_____
Director of Procurement

Print Name:_____

Approved as to form and execution, only.

General Counsel for CFX

_____

# EXHIBIT A

# SCOPE OF SERVICES

**EXHIBIT "A"**
**SCOPE OF SERVICES**

CONSTRUCTION ENGINEERING AND INSPECTION CONSULTANT

## I. PURPOSE

CFX requires the assistance of a CONSULTANT to provide construction engineering and inspection services; including but not limited to, contract administration, engineering, inspection, material sampling and testing, claim analysis and evaluation, constructability plan reviews and other services deemed necessary and authorized by CFX, for Contract No. 001088, S.R. 429 (Wekiva Parkway) from Systems Interchange to east of Mount Plymouth Road.

The CONSULTANT shall provide qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of the Agreement.

The CONSULTANT shall minimize, to the extent possible, CFX's need to apply its own resources to assignments authorized by CFX. CFX, at its option, may elect to expand, reduce or delete the extent of each work element described in this Scope of Services.

There is no guarantee that any or all of the services described in this Scope of Services will be assigned during the term of the Agreement. Further, the CONSULTANT will provide these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services performed by other consultants or CFX staff.

## II. GENERAL REQUIREMENTS

The CONSULTANT's work shall be performed and/or directed by the key personnel identified in the Agreement. Any changes in the key personnel by the CONSULTANT shall be subject to review and approval by CFX.

The CONSULTANT must be prequalified by the Florida Department of Transportation (FDOT) to perform the appropriate work categories established by the FDOT.

## III. BEGINNING AND LENGTH OF SERVICES

Work shall commence on the date established in the Notice to Proceed and for a period of five (5) years thereafter. For purposes of Exhibit B, Method of Compensation, the term shall be considered 21 months.

## IV. SERVICES

The CONSULTANT will perform the following tasks in the conduct of the Agreement. The following tasks provide an example of the type of work to be required but are not intended to be all inclusive.

### A. General

It shall be the responsibility of the CONSULTANT to provide services as necessary to administer the construction contracts in a manner so as to verify that the projects are constructed in conformity with the plans, specifications, and contract provisions and within the time allotted by the construction contracts.

The CONSULTANT is expected to pursue its work in such a manner as to cover all major contractor activities and make periodic condition inspections regardless of time of day, or date, or weather conditions.

The CONSULTANT shall advise CFX of any omissions, substitutions, defects, or deficiencies noted in the work of the contractor and the corrective action taken. The work provided by the CONSULTANT shall in no way relieve the contractor of responsibility for the satisfactory performance of the construction contract.

### B. Resident Inspection

The CONSULTANT shall provide services to monitor the contractor's on-site construction operations, and to inspect the materials entering into the work as required to determine that the quality of workmanship and materials is such that the projects will be completed in substantial conformity with the plans, specifications, and other contract provisions, and within the specified contract time. The CONSULTANT shall keep detailed, accurate records of the Contractor's daily operations, progress, and significant events that affect the work.

The standard procedures and practices of the FDOT for inspection of construction projects are set forth in the Department's and CFX's Construction Administration Procedures Manuals. The CONSULTANT shall, in general, perform inspection services in accordance with these standard procedures and practices and approved variations as may be appropriate.

### C. Testing

The CONSULTANT shall perform sampling and testing of component materials and completed work items to the extent that will verify that the materials and workmanship incorporated in each project are in conformity with the plans, specifications and contract provisions. The minimum sampling frequencies set forth in the FDOT's Materials Sampling, Testing and Reporting Guide or approved variation shall be met. In complying with the aforementioned guide, the

CONSULTANT shall perform the on-site sampling of materials and such testing of materials and completed work items that are normally done in the vicinity of the project.

The CONSULTANT through the services of its subconsultant, will provide off-site inspection and sampling of materials and components incorporated into the work. When applicable the CONSULTANT shall determine the acceptability of all materials and work performed at off-site facilities on the basis of certifications, certified mill analysis, FDOT labels, FDOT stamps, etc.

Sampling, testing and laboratory methods shall be as required by the aforementioned guide or as modified by the contract provisions.

Documentation reports on sampling and testing shall be submitted to responsible parties during the same week that the construction work is done or as otherwise directed by CFX's representative.

The CONSULTANT shall be responsible for storing and transporting samples to be tested. The CONSULTANT is responsible for the testing of all concrete production. The CONSULTANT as required by the project documents will provide daily surveillance of the Contractor's Quality Control activities at the project site, and/or site of production in regard to concrete and perform verification sampling and testing at the specified frequency.

The CONSULTANT shall perform all necessary surveillance and inspection of the on-site hot-mix asphalt operations. The CONSULTANT shall provide surveillance and verification sampling and testing at any hot-mix asphalt plant providing mixes to the project.

The CONSULTANT shall perform all necessary surveillance and inspection of the off-site fabrication of steel and/or prestressed structural elements, including bridge beams and sign structures.

D. Management Engineering Services

The CONSULTANT shall perform the management engineering services necessary to verify that proper coordination of the activities of all parties involved in accomplishing completion of the projects is achieved; to maintain complete, accurate records of all activities and events relating to the projects; to properly document the significant changes to the projects; to provide interpretations of the plans, specifications and contract provisions; to make recommendations to CFX to resolve disputes which arise in relation to the construction contracts; and to maintain an adequate level of surveillance of the contractor's activities. The CONSULTANT shall also perform any other management engineering services normally assigned to a Resident Engineer that are required to fulfill its responsibilities under the Agreement. All records and documentation will be in accordance with standard procedures, format and content, and the policies and procedures of CFX.

Services include, but are not limited to the following:

1. At the direction of CFX, schedule and conduct a preconstruction conference for each project. Record significant information and decisions made at this conference and distribute copies of these minutes to the appropriate parties.

2. Maintain project files in accordance with CFX's methods and utilizing CFX's filing system.

3. Receive, review, and recommend acceptance by CFX of the Contractor's Project Construction Schedule, prepared and submitted in accordance with the Contract Documents.

4. Maintain, on a daily basis, a complete and accurate record of the activities and events relating to the project and a record of the work completed by the contractor, including quantities of pay items in conformity with final estimate preparation procedures and specifications. The CONSULTANT shall immediately report apparent, significant changes in quantity, time, or cost as they are noted.

5. Maintain a roadway and bridge construction diary, including weather.

6. Maintain a log of all materials entering into the work with proper indication of the basis of acceptance of each shipment of material.

7. Maintain records of all sampling and testing accomplished and analyze such records as required to ascertain acceptability of materials and completed work items. Reports for records of work and testing results shall be maintained in the CONSULTANT's files for each individual project.

8. Once each month, prepare a comprehensive tabulation of the quantity of each pay item satisfactorily completed to date. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be used for preparation of the monthly progress estimate. The monthly progress estimate will be jointly prepared by the contractor and CONSULTANT. Progress estimates will be submitted to CFX for review and processing.

The CONSULTANT shall make and record such measurements as are necessary to calculate and document quantities for pay items; make and record preconstruction and excavated cross section surveys of the project in those areas where earth work (subsoil excavation) will be paid by calculating volumes removed and paid for within authorized limits at contract unit prices specified in the construction contract. The CONSULTANT will perform incidental engineering surveys as may be necessary to carry out the services and to verify and confirm the accuracy of the contractor's survey layout work on an occasional and random basis.

9. Provide to the contractor interpretations of the plans, specifications, and contract provisions. The CONSULTANT shall consult with CFX when an interpretation involves complex issues or may have an impact on the cost of performing the work. When warranted, CFX may request an interpretation from the Wekiva Parkway Corridor Consultant and/or Design Engineers.

10. Analyze problems that arise on a project and proposals submitted by the contractor and prepare and submit a recommendation to CFX.

11. Analyze changes to the plans, specifications, or contract provisions and extra work which appear to be necessary to carry out the intent of the contract when it is determined that a change or extra work is necessary and such work is not within the scope of the original contract.

12. When it is determined that a modification to the original contract for a project is required, due to a necessary change in the character of the work, negotiate prices with the contractor and prepare and submit for approval by CFX a finding of facts and request for contract modification in accordance with applicable procedures.

13. In the event that the contractor gives notice, either written or verbal, that he deems certain work to be performed is beyond the scope of the construction contract, and that he intends to claim additional compensation, the CONSULTANT shall maintain accurate force account records of the costs involved in such work. These records shall include manpower and equipment times and materials installed (temporary or permanent) in the portion of the work in dispute.

14. In the event that the contractor submits a claim for additional compensation, analyze the submittal and prepare a written recommendation based on documented facts to CFX covering validity and reasonableness of charges, and conduct negotiations leading to recommendations for settlement of the claim. Maintain complete force account and other records of work involved in claims.

15. In the event that the Contractor for a project submits a request for extension of the allowable contract time, analyze the request in accordance with the contract and prepare a written recommendation to CFX covering accuracy of statements and the actual effect of delaying factors on completion of controlling work items.

16. Prepare and submit to CFX all project close out documentation, including, but not limited to, formal notification of Final Construction Inspection, Final Acceptance; assembled and indexed written guarantees, certifications, operation and maintenance manuals, and similar items required by the Contract Documents; completed project (Final) Quantity Computation Manual, with supporting documentation; a written summary of any outstanding issues, claims and matters affecting the Final Contract close out process; the Final Estimate; one full size set each from the contractor and the CONSULTANT of the marked As-Built (Record) plans; and similar project

close out requirements. This task must be completed within fifteen (15) calendar days after final acceptance of the project by CFX. The CONSULTANT is allowed an additional fifteen (15) calendar days to complete indexing and boxing project files, coordination of demobilization of CONSULTANT's property, CFX's property, and contractor's removal and cleanup of the Resident Engineer's office facilities.

17. Assist CFX's representatives in preparing for arbitration hearings or litigation that may occur during the CONSULTANT's contract time in connection with a project covered by the Agreement.

18. Monitor each construction project to the extent necessary to determine whether construction activities violate the requirements of any permits. Notify the contractor of any violations or potential violations and require his immediate resolution of the problem. Violations must be reported to CFX immediately.

19. Shop drawing/sample submittals and approvals shall be tracked. Tracking shall include maintaining the status of each submittal as it progresses through review and approval. The CONSULTANT shall actively encourage all reviewers to accomplish reviews promptly. The CONSULTANT will review samples, catalog data, shop drawings, laboratory, shop, and mill tests of materials and equipment, and other data which the contractor is required to submit, only for conformance and compliance with the design concept of the project as set forth by the Contract Documents. Additionally, CFX's Wekiva Parkway Corridor Consultant will review and approve structural, life-safety, and unusual or specialty submittals.

20. Provide thorough and complete coordination between the contractor and utility companies to ensure that conflicting utilities are removed, adjusted, or protected in-place in a timely manner to minimize delays to construction operations. Documentation will be maintained in accordance with the project procedures.

21. The CONSULTANT's Resident Engineer will conduct a weekly meeting with the respective contractor, subcontractors, and/or utility companies to review plans, schedules, problems, or other areas of concern. The meeting minutes will be prepared and a copy transmitted to CFX within two (2) business days following the meeting.

22. Conduct and document field review of the existing/proposed highway lighting, maintenance of traffic operation during and after normal working hours, weekends, holidays, and during inclement weather. If maintenance of traffic features represent a potential hazard to the public, notify the contractor's representative immediately and verify that corrective action is taken.

23. When needed to prevent delays in contractor's operations, provide the timely analysis of a situation, recommend alternative solutions, prepare any necessary sketches, field data, and other resources required to continue the construction progress.

24. The CONSULTANT shall review the Contractor's baseline CPM Schedule, as well as the Contractor's monthly schedule updates consistent with the requirements of the construction contract. Prepare a detailed As-Built schedule of the contractor's work efforts. Utilizing a minimum of the same activity codes and descriptions listed in the contractor's CPM schedule, the CONSULTANT will prepare an As-Built schedule of the contractor's activities.

V. PERSONNEL

A. General Requirements

The CONSULTANT shall provide a sufficient number of qualified personnel as necessary to effectively carry out its responsibilities under the Agreement.

B. Personnel Qualifications

The CONSULTANT shall utilize only competent personnel who are qualified by education, experience, and certification where required. The CONSULTANT shall submit in writing to CFX the names of all personnel to be considered for assignment to the construction projects, together with a detailed resume with respect to salary, education, experience qualifications of each individual, and certifications. Minimum qualifications for the CONSULTANT's Resident Engineer and key staff members are defined in Paragraph "E" of this Article.

The CONSULTANT's personnel approval request shall be submitted at least two (2) weeks prior to the date an individual is to report to work.

C. Staffing

The CONSULTANT shall adequately staff the project and shall maintain an appropriate staff after completion of construction to complete the final project closeout. Responsible personnel, thoroughly familiar with all aspects of construction and measurement of the various pay items, shall be available to resolve disputed final pay quantities until the respective contract has been closed out. The qualifications of each person proposed for assignment must be reviewed and approved in writing by CFX. An individual previously approved by CFX whose performance is later determined by CFX to be unsatisfactory shall be replaced by the CONSULTANT within one (1) week after notification.

Personnel identified in the CONSULTANT's fee proposal will be assigned to the construction projects as proposed by the CONSULTANT and are considered by CFX to be committed to performing services under the CONSULTANT's Agreement. Any changes will require written approval of CFX.

When the contractor's operations on a project diminish, the CONSULTANT shall reduce the number of its personnel assigned to that project, as appropriate. Any adjustment of the CONSULTANT forces as recommended by CFX will be accomplished within one (1) week after notification.

In the event of a construction contract suspension which requires the removal of CONSULTANT forces from the project, the CONSULTANT will be allowed up to a maximum of ten (10) days to demobilize, relocate, or terminate such forces.

D. Licensing for Equipment Operation

The CONSULTANT will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. Licensing of surface moisture/density (nuclear) gauges shall be obtained through the State of Florida Department of Health, Bureau of Radiation Control, Radio Active Materials Section. Only nuclear density inspectors approved by the FDOT shall be authorized to operate surface moisture/density gauges.

E. Personnel Training and Experience Standards

The following are the minimum training and experience standards for CONSULTANT personnel.

1. Resident Engineer/Sr. Project Engineer

Registration by the Florida State Board of Engineer Examiners as a Professional Engineer and ten (10) years of highway construction engineering experience. Experience shall include at least five (5) years of major bridge construction and at least five (5) years of roadway construction. Qualifications include the ability to communicate effectively and actively direct a highly complex and specialized construction engineering administration and inspection program; plan and organize the work of subordinate staff members; consult with CFX's Director of Construction and his staff; develop and review policies, methods, practices and procedures; review the program for conformity with FDOT standards and as amended by CFX. The Resident Engineer must be able to interpret and monitor scheduled construction progress; must be qualified to manage field changes, change orders, claims and public complaints.

2. Project Engineer/Project Administrator

A Civil Engineering Degree plus six (6) years of highway construction engineering experience; or ten (10) years of responsible highway construction engineering experience. Experience shall include at least two (2) years of major bridge construction. Receives general instruction regarding assignments and is expected to exercise initiative and independent judgment in solution of work problems. Directs and assigns specific tasks to inspectors and assistants for all

phases of the construction project. A master's degree may be substituted for one (1) year of experience.

3. Office Engineer/Contract Support Specialist

High school graduate plus five (5) years construction project related experience. Should exercise independent judgment in planning work details and making technical decisions related to office aspects of the project. Receives general supervision and verbal instructions from Resident Engineer. Must be able to interpret project drawings and technical specifications, organize and summarize construction quantities, and perform computer data entry. Must have technical skill to maintain As-Built (record) drawings.

4. Senior Inspector (Roadway/Bridge)

High School graduate plus eight (8) years of experience in construction inspection (four (4) years of which shall have been in roadway/bridge construction). Responsible for performing highly complex technical assignments in field surveying and construction layout, making and checking engineering computations, inspecting construction work and conducting field tests. Work is performed under general supervision of Project Engineer.

## VI. ITEMS TO BE FURNISHED BY CFX TO THE CONSULTANT

The following printed documents, facilities, equipment and services are furnished by CFX, either directly or as provided by the Contractor on selected construction projects.

A. Project Construction Contract.

B. Project Construction (Design) Drawings.

C. Project Supplemental Specifications.

D. Project Special Provisions.

E. R.O.W. Drawings, geotechnical reports, permits and similar documents.

F. Copy of the original plan quantities project computation manual.

G. CFX Construction Project Administration Procedures.

H. CFX standardized forms to be used with documentation and reporting procedures.

It is the intent of CFX to provide sufficient office space to accommodate the CONSULTANT's staff during the duration of the assigned construction projects. However, if CFX is unable to

provide space at any time during the term of the Agreement, the CONSULTANT shall secure the necessary office space to effectively carry out the requirements of this Scope of Services. CFX will reimburse the CONSULTANT for such office expenses based on costs and fees as provided in the Method of Compensation.

## VII. ITEMS TO BE FURNISHED BY THE CONSULTANT

The CONSULTANT shall furnish the quantity of the following items required to effectively perform the work and services required. Except as stated herein, these items are considered normal and incidental to the type of services provided and will not be reimbursed by CFX.

A. FDOT Standard Specifications for Road and Bridge Construction, 2014 edition.

B. FDOT Roadway and Traffic Design Standards, 2014 edition.

C. FDOT Structures Design Standards, current edition.

D. FDOT Construction Manual, current edition.

E. FDOT Materials Sampling, Testing and Reporting Guide, current edition.

F. FDOT Qualified Products Listing, current edition.

G. FDOT Utility Accommodation Guide, current edition.

H. FDOT Inspection-In-Depth of the Materials and Construction Control Process Manual, current edition.

I. FDOT Basis of Estimates and Computation Manual, current edition.

J. FDOT Sample Computation Manual, Final Estimate Preparation Short Course, and Carter Key Manual, current edition.

K. FDOT Guidelines for Determination of Compliance with Equal Employment Opportunity Policies, current edition.

L. Testing and sampling supplies such as disposable molds for casting concrete cylinders, sample cartons, sample bags, sample cans and other expendable type testing supplies.

M. Testing and sampling equipment, tools, hand levels, measuring wheels, tapes, rules, protective and warning equipment, and all other required devices to effectively perform the services of testing, sampling, inspection and measurement of the project.

N. Miscellaneous office supplies and accommodations, such as stationery, rubber stamps, engineering rules, pads, pens, daily diaries, survey books, staplers, punches, electronic calculators, adding machines, tape recorder, mail box, postal fees, and any other items necessary to maintain an office.

O. Project vehicles for CFX related business. Documentation of mileage for CFX related business will be required.

P. Project telephones and services, including long distance charges.

Q. Surface moisture/density (nuclear) gauges, CEI personnel qualification and registration fees, licenses, personnel badges, safety restrictions, carrying lockers, and security systems.

R. Progress photographs, videos, project claim documentation, and expenditures directed by CFX's representatives.

S. Applicable software to calculate Monthly Project Progress Estimates in a format acceptable to CFX and all other software packages determined by CFX to be essential to the execution of the Agreement.

T. Any additional equipment and furnishings considered by the CONSULTANT to perform the required services are optional to the CONSULTANT, at his expense.

VIII. LIAISON

The CONSULTANT shall be fully responsible for performing all tasks assigned under this Scope of Services and interrelated documents on the construction project. All activities and decisions of the CONSULTANT relating to the projects shall be subject to review and approval by CFX. The CONSULTANT shall provide and maintain close coordination and support of all activities, correspondence, documentation, reports and other communication related to construction progress, delays, changes, claims, and significant events, whereby CFX may carry out its responsibilities.

The CONSULTANT will be kept advised of project prebid and postbid activities. Upon confirmation of award of the construction contract and scheduled start of construction, the CONSULTANT shall be ready to assign personnel within two weeks after CFX's notification to the CONSULTANT to begin CEI services. No personnel shall be assigned until written notification has been issued.

Construction Engineering and Inspection forces will generally be required of the CONSULTANT at all times while the contractor is working on the construction contract where traffic is being or could be impacted. The Resident Engineer will designate his responsible alternate at times he

may be absent from the project. If the construction contract is suspended, or the work is slowed for any reason, the CONSULTANT's forces will be adjusted at the direction of CFX.

## IX. COOPERATION AND PERFORMANCE OF THE CONSULTANT

During the life of the Agreement, CFX may conduct reviews of the various phases and stages of the CONSULTANT's operations, such as construction inspection, materials sampling and testing, and administrative activities.

Reviews will be conducted in accordance with established CFX policies on work phases to determine compliance with this agreement, and the sufficiency with which procedures are being effectively applied to verify that the construction work and administration activities are performed in reasonable conformity with policies, plans, specifications, and contract provisions. The CONSULTANT shall cooperate and assist CFX's representative in the conduct of the reviews.

When deficiencies are indicated in a review, remedial action shall be immediately implemented by the CONSULTANT in conformance with CFX's recommendations. CFX's remedial recommendations and the CONSULTANT's actions will be documented by CFX. In general, remedial action shall be required commensurate with the degree and nature of the deficiencies cited. Additional compensation shall not be allowed for remedial action taken to correct deficiencies by the CONSULTANT. Remedial actions may include any or all of, but are not necessarily limited to, the following actions:

A. Further subdivide assigned inspection responsibilities, re-assign inspection personnel or assign additional inspection personnel. The CONSULTANT will comply with this action within forty-eight (48) hours of notification.

B. Replace personnel whose performance has been determined by CFX to be inadequate.

C. Increase the frequency of the project control testing immediately in the appropriate phase of work when such is the responsibility of the CONSULTANT.

D. Increase the scope and frequency of training conducted by the CONSULTANT.

## X. SUBCONSULTANT SERVICES

Services assigned to subconsultants must be approved in advance by CFX in accordance with the Contract requirements. The subconsultants must be qualified by CFX to perform all work assigned to them.

In the event services of a subconsultant are authorized, the CONSULTANT shall obtain a

schedule of rates and CFX shall review and must approve any rates to be paid to the subconsultant. No subconsultant shall be added with out the prior written authorization of the Director of Construction. No subconsultant shall be added with projected fees over $25,000.00 without documented prior authorization of CFX Board.

## XI. OTHER SERVICES

The CONSULTANT will, upon written authorization by CFX, perform any additional services not otherwise identified in the Agreement as may be required in connection with the project. The following items are not included as part of the Agreement, but may be required to supplement the CONSULTANT's services under the Agreement.

A. The CONSULTANT will, upon review, approval, and written authorization by CFX, make such changes and revisions to the plans and specifications as may be required in order to complete the construction activities.

B. The CONSULTANT will, upon written request by CFX, provide qualified engineers and/or engineering technicians to serve as engineering witnesses, provide exhibits, and otherwise assist in any litigation or hearings in connection with the construction contract(s).

## XII. POST CONSTRUCTION CLAIMS REVIEW

In the event the contractor for the project submits a claim for additional compensation and/or time, and the CONSULTANT has completed the terms of its Agreement with CFX, the CONSULTANT shall, at the written request from CFX, analyze the claim, prepare a recommendation to CFX covering validity and reasonableness of charges and/or assist in negotiations leading to settlement of the claim. Compensation will be separately reimbursed by a supplement to the Agreement.

END OF SCOPE

# EXHIBIT B

# METHOD OF COMPENSATION

**EXHIBIT "B"**
**METHOD OF COMPENSATION**

**Central Florida Expressway Authority**
**Project No. 429-205**
**Contract No. 001088**

## 1.0 PURPOSE

This Exhibit defines the method and limits of compensation to be made to the CONSULTANT for the services described in **Exhibit "A"** (Scope of Service) and method by which payments shall be made.

## 2.0 COMPENSATION

For satisfactory completion of all services detailed in **Exhibit "A"** (Scope of Services) of this Agreement, CFX will pay the CONSULTANT a Total Maximum Limiting Amount not to exceed $3,100,000.00. It is agreed that this amount will be the limit of all compensation due the CONSULTANT for completion of the services identified in **Exhibit "A"** and quantified in **Exhibit "C"**.

### 2.1 SUMMARY OF COMPENSATION

The Total Maximum Limiting Amount will consist of the following:

- Salary Related Costs (Limiting Amount) (Field Services) A limiting amount for salary related costs including salary and wages for "straight time", "straight overtime", and applicable administrative overhead and payroll burden costs. (This will include reimbursement for premium overtime only for those firms that account for this expense as part of their contract overhead.) The amounts for the Consultant and Sub-Consultant is as follows:

| | |
|---|---|
| | $ 2,091,717.23 |

- Premium Overtime (Limiting Amount) Compensation for premium overtime costs are provided only for firms that do not account reimbursement through their overhead rate (at the time of execution of this contract) or for firms that have had their field overhead rate capped at 120% or for firms that allocate this to the FDOT direct expense rate because such rate is not reimbursed as part of this contract.

| | |
|---|---|
| | $ 15,290.92 |

- Fixed Fee/Operating Margin.(Field Services )

| | |
|---|---|
| KCCS (Lump Sum) | $ 191,699.51 |
| Sub-Consultants (Limiting Amount) | $ 59,306.57 |

- Direct Project Expenses (As Identified)

| | | |
|---|---|---|
| Office Setup and Rent (Allowance) | | $ 70,179.95 |
| Office Supplies, Tools, Equip (Lump Sum) (See Prime/Sub Exhibit "C" for individual amounts) | | $ 21,269.21 |
| Vehicles, Operating Costs, Tolls and Mobile Communications (Limiting Amount) (Billed Hourly for each vehicle-phone combination up to a max. 165 hrs. per month of vehicle presence on the jobsite.) | | $ 120,938.58 |
| KCCS – Mgmt | $ 5.45 | |
| KCCS – Sr. Insp. | $ 4.96 | |
| KCCS – Insps | $ 5.95 | |
| EEC – Insp | $ 3.32 | |
| PICS – Insp | $ 3.35 | |
| Page One – Insp | $ 4.57 | |

A limiting amount for Subconsultants for Engineering, Off-Site Plant Inspection, Geotechnical, Material Testing, and Surveying Services.

| | |
|---|---|
| (Asphalt Testing Svcs) Page One | $ 21,000.00 |
| (Lab Testing Svcs) Page One | $ 19,978.00 |
| (Geo & PDA) GRL | $ 108,955.94 |
| (Survey) EAI | $ 32,845.04 |

Contingency (Allowance) The parties recognize that: final construction project durations have not been firmly established and therefore have included a contingency to be expended at the sole discretion and prior authorization of CFX

| | |
|---|---|
| Contingency (Allowance) | $ 346,819.05 |

2.2 DETAILS OF COMPENSATION

LUMP SUM AMOUNTS

Project Expenses (Lump Sum)

The CONSULTANT will receive monthly progress payments as follows: Month 1 @ $3,475.22, Months 2 – 21 will be paid in equal installments of $695.02 per month. Unless otherwise agreed upon by CFX, project expenses will be paid beginning on the 1st month the Consultant's field office for this project is established and operational.

Operating Margin (Lump Sum)

The CONSULTANT will receive progress payments based on a percentage determined from the ratio of "salary costs to date" divided by the corresponding "salary costs (limiting amount)". Any unbilled lump sum amount, provided project is completed to the satisfaction of CFX, will be made on final billing.

LIMITING AMOUNT ELEMENTS

For the following elements which are established as limiting amounts, CFX will compensate the CONSULTANT for all reasonable, allocable and allowable costs incurred in the categories defined below. The reasonableness, allocability and allowability of compensation sought under this Agreement are expressly made subject to the terms of this Agreement; Federal Acquisition Regulations: Office of Management and Budget Circulars A-21, A-87, A-102, A-110; and any pertinent Federal and State law.

Salary Related Costs (Limiting Amount)

Subject to the established limiting amounts, the CONSULTANT will receive progress payments for direct salaries and wages for actual time expended by personnel in the performance of authorized work during the billing period at their actual salary rates or such lower rate as determined in the detail of cost and fees, or as limited by CFX.

Direct salaries and wages include both straight time payments and all overtime payments made to an employee based on a forty-hour (40) work week. CFX requires that project hours worked by the Resident Engineer, Project Engineer, and Engineer of Administrative Services (Contract Support Specialist and Contract Administrator) be worked during normal business hours, i.e., between 7:00 am and 6:00 pm Monday through Friday. CFX shall not pay CONSULTANT for hours worked by these employees outside of normal business hours unless either: (1) documented project conditions made such work outside of normal business hours necessary; or, (2) said CONSULTANT employees obtained prior written permission from CFX to work outside of normal business hours.

Overtime costs will be divided into straight overtime and premium overtime costs. Straight overtime cost is the portion of overtime compensation paid to an employee at the regular hourly rate. Premium overtime cost is the portion of overtime compensation paid in excess of the regular hourly rate. Straight overtime and premium overtime may be authorized for Senior Inspectors, Inspectors and Inspector's Aides only; as well as field engineers (PDA), and technicians.

Administrative overhead and fringe benefit costs will be applied to approved straight time salary and wage costs as shown in **Exhibit "C."** Straight time is the amount paid an employee excluding any premium overtime costs.

Sub-consultant Inspection, Engineering, Material Testing, and Environmental Services (Limiting Amount)

Subject to the established limiting amount, the CONSULTANT will be compensated for these services based upon the billing rates as provided in **Exhibit "C**.

ALLOWANCE AMOUNT ELEMENTS

Contingency (Allowance Amount)

Subject to prior task approval from CFX and the established allowance amount, the CONSULTANT will be compensated for these services based upon rates agreed to prior to the performance of the task.

## 3.0 INVOICING PROCEDURE

The CONSULTANT will be eligible for progress payments under this Contract at intervals not less than monthly.

Invoices for this agreement will be prepared by the CONSULTANT in the form and quantity acceptable to CFX. The CONSULTANT will maintain for this purpose a job cost accounting system that is acceptable to CFX. If required by CFX, the final invoice for this agreement will be accompanied by a certified job cost summary report generated by the accounting system.

## 4.0 RATE ESCALATION PROVISION

The Contract contains one (1) rate escalation provision at 3% commencing January 1, 2017 (see Exhibit C, Details of Costs and Fees for itemization). Unless otherwise agreed to by CFX, the established billable rates of compensation shall remain in force throughout the term of the Contract. However, CFX will review pertinent published relevant cost / price indexes and market conditions in December of each year to determine if an increase is appropriate. Likewise, if it is apparent that a given negotiated rate is not serving the intended purpose, renegotiations of that rate may occur if both parties agree to do so.

END OF SECTION

# EXHIBIT C

# DETAILS OF COSTS AND FEES

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX)
## CEI CONSULTANT ESTIMATE OF WORK EFFORT AND FEE
## PRIME CONSULTANT: KCCS, Inc.

KCCS CONSTRUCTION SERVICES

**TOTAL**

**CEI Services for SR429 (Wekiva Expressway)**
**Project #429-205 / Contract #001088R**

**PROJECT SUMMARY**

| CONTRACTUAL ROLE | FIRM | | SERVICES | PAGE # | TOTAL |
|---|---|---|---|---|---|
| Prime | KCCS, Inc. (KCCS) | | Construction Engineering & Inspection (CEI) | | $1,977,407.23 |
| Subconsultant #1 | Elipsis Engineering & Consulting, LLC | (DBE) | Construction Engineering & Inspection (CEI) | | $160,924.89 |
| Subconsultant #2 | GRL Engineers, Inc. (GRL) | | Geotechnical/PDA Services | | $108,955.94 |
| Subconsultant #3 | PI Consulting Services, LLC | (DBE) | Construction Engineering & Inspection (CEI) | | $146,646.13 |
| Subconsultant #4 | Page One Consultants, Inc. (POC) | (DBE) | Asphalt Plant Inspection<br>Materials Testing<br>Construction Engineering & Inspection (CEI) | | $21,000.00<br>$19,978.00<br>$285,423.72 |
| Subconsultant #5 | Echezabal & Associates, Inc. (EAI) | (DBE) | Survey Services | | $32,845.04 |
| | | | | | |
| | | | | | |

NOTE:

| | | |
|---|---|---|
| **SUB-TOTAL (KCCS & ALL SUBCONSULTANTS):** | | **$2,753,180.95** |
| **CONTIGENCY:** | $ | 346,819.05 |
| **TOTAL (KCCS, ALL SUBCONSULTANTS & CONTINGENCY):** | | **$3,100,000.00** |
| **ESTIMATED DBE PARTICIPATION*:** | | **24.22%** |
| **CFX CONSTRUCTION BUDGET:**<br>(Total Construction $ N/A at this time.) | | **$50,000,000.00** |
| **PERCENT CEI OF CONSTRUCTION BUDGET*:** | * | **5.21%** |

*Note: This % excludes Geo/PDA, Survey & Materials Testing.

Exhibit C

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

KCCS CONSTRUCTION SERVICES

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX)

CEI Services for SR429 (Wekiva Expressway)
Project #429-205 / Contract #001088R

## Method of Compensation

| | | | | | |
|---|---|---|---|---|---|
| **Total** | | | | **$ 2,753,180.95** | |
| **Salary Related Costs - Field Inspection** | | | | **$ 2,091,717.23** | |
| | | | KCCS | $1,597,495.88 | |
| | | | EEC | $135,245.97 | |
| | | | GRL | $ - | See Limiting Amount for Geotech/PDA |
| | | | PICS | $122,612.48 | |
| | | | Page One | $236,362.90 | |
| | | | EAI | $ - | See Limiting Amount for Survey Services |
| **Premium Overtime** | | | | **$ 15,290.92** | |
| | | | KCCS | $11,311.74 | |
| | | | EEC | $ - | Not eligible for Premium OT--included in overhead |
| | | | GRL | $ - | See Limiting Amount for Geotech/PDA |
| | | | PICS | $ - | Not eligible for Premium OT--included in overhead |
| | | | Page One | $3,979.18 | |
| | | | EAI | $ - | See Limiting Amount for Survey Services |
| **Operating Margin** | | | | **$ 251,006.08** | |
| | | | KCCS @ 12.0% | $191,699.51 | |
| | | | EEC @ 12.0% | $16,229.52 | |
| | | | GRL @ 12.0% | $ - | See Limiting Amount for Geotech/PDA |
| | | | PICS @ 12.0% | $14,713.50 | |
| | | | Page One @ 12.0% | $28,363.55 | |
| | | | EAI @ 12.0% | $ - | See Limiting Amount for Survey Services |
| **Direct Expense Reimbursement** | | | | **$ 21,269.21** | |
| | # Months | Rate | | | |
| KCCS Month 1 (20% Mob) | 1.00 | $ 3,475.22 | $ 3,475.22 | | |
| Months 2 - 21 | 20.00 | $ 695.02 | $ 13,900.40 | $ 17,375.62 | |
| EEC | | | | $ 1,234.96 | |
| GRL | | | | | See Limiting Amount for Geotech/PDA |
| PICS | | | | $ 1,032.58 | |
| Page One | | | | $ 1,626.05 | |
| EAI | | | | | See Limiting Amount for Survey Services |
| **Vehicle / Mobile Communications** (Hourly Rate of Reimbursement) | | | | **$ 120,938.58** | |
| | | | Hrly Rate | | |
| | | KCCS-Mgmt | $ 5.45 | $ 29,405.37 | |
| | | KCCS-Sr Insp | $ 4.96 | $ 24,576.00 | |
| | | KCCS-Insps | $ 5.95 | $ 35,363.16 | |
| | | EEC | $ 3.32 | $ 8,214.44 | |
| | | GRL | | | See Limiting Amount for Geotech/PDA |
| | | PICS | $ 3.35 | $ 8,287.57 | |
| | | Page One | $ 4.57 | $ 15,092.04 | |
| | | EAI | | | See Limiting Amount for Survey Services |
| **Office Expenses--including Rent, Furniture, Utilities, etc (Allowance)** | | | | **$ 70,179.95** | |
| **Offsite Plant Inspection, Testing, Geotech & Survey** | | | | **$ 182,778.98** | |
| 1) Geotechnical & PDA Services | | | GRL | $ 108,955.94 | See Limiting Amount for Geotech/PDA |
| 2) Asphalt Plant Inspection | | | Page One | $ 21,000.00 | See Limiting Amount for Asphalt Plant Inspection |
| 3) Testing Services | | | Page One | $ 19,978.00 | See Limiting Amount for Laboratory Testing Servic |
| 4) Survey Services | | | EAI | $ 32,845.04 | See Limiting Amount for Survey Services |

## Summary of Above

| | | | | |
|---|---|---|---|---|
| | Salaries | | $ | 2,091,717.23 |
| | Premium Overtime | | $ | 15,290.92 |
| | Operating Margin | | $ | 251,006.08 |
| | KCCS | $ 191,699.51 | | |
| | Subs | $ 59,306.57 | | |
| | Direct Expenses | | $ | 21,269.21 |
| | Veh/Mobile Comm Expenses | | $ | 120,938.58 |
| | Office Set-up | | $ | 70,179.95 |
| | Limiting Amount Services: | | | |
| GRL - | Geotech & PDA Services | | $ | 108,955.94 |
| Page One- | Asphalt Plant Inspection | | $ | 21,000.00 |
| Page One- | Testing Services | | $ | 19,978.00 |
| Echezabal- | Survey Services | | $ | 32,845.04 |
| | Contingency | | $ | 346,819.05 |
| | **Total** | | **$** | **3,100,000.00** |

## SUMMARY BY CONSULTANT

| | O/Head % - Actual | O/Head % - Used This Contract | | Totals |
|---|---|---|---|---|
| KCCS | 154.32% | 120.00% | | $1,977,407.23 |
| EEI (DBE) | 121.01% | 120.00% | $ | 160,924.89 |
| GRL | 158.57% | 120.00% | $ | 108,955.94 |
| PICS (DBE) | 113.73% | 113.73% | | $146,646.13 |
| Page One (DBE) | 128.06% | 120.00% | $ 285,423.72 | |
| API | | | $ 21,000.00 | |
| Testing | | | $ 19,978.00 | $ 326,401.72 |
| EAI (DBE) | 174.64% | 120.00% | $ | 32,845.04 |
| **TOTAL** | | | **$** | **2,753,180.95** |

Exhibit C

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## TOTAL - KCCS and Subconsultants
**Project #429-205 / Contract #001088R**
**CEI Services for SR429 (Wekiva Expressway)**

KCCS | CONSTRUCTION SERVICES

| FIRM / NAME | PERSONNEL CLASSIFICATIONS | 2017 JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | 2018 JAN | FEB | MAR | APR | TOTAL HOURS | TOTAL Months |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| KCCS -Antonio Rodriguez | CEI-Senior Project Engineer (AR) | 0.30 | 0.50 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 | 0.40 | 0.30 | | 2,211.00 | 13.40 |
| KCCS-Mike Wilson | CEI-Project Administrator (MW) | 0.30 | 0.50 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 0.50 | | 3,184.50 | 19.30 |
| KCCS-Jacquelyn Kimball | CEI-Contract Support Specialist (JK) | 0.30 | 0.50 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 0.50 | | 3,184.50 | 19.30 |
| KCCS-David Fogt | CEI-Sr. ITS Inspector* (DF) | 0.00 | 0.00 | 0.00 | 0.50 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 0.50 | 0.50 | | | | 2,392.50 | 14.50 |
| KCCS-Mike Brown | CEI-Sr. Bridge Insp* (MB). | 0.00 | 0.50 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 0.50 | 0.50 | | | | | 2,557.50 | 15.50 |
| KCCS-Jim Boyle | CEI-Inspector* (JB) | 0.00 | 0.50 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 0.50 | | 3,135.00 | 19.00 |
| KCCS -Dennis Cowart | CEI-Inspector* (DC) | 0.00 | 0.00 | 0.50 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 0.50 | | | 2,805.00 | 17.00 |
| | | | | | | | | | | | | | | | | | | | | | | | | | |
| Elipsis - Jason Miller | CEI-Inspector* - Elipsis (JM) - DBE | | | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | | | | | | 2,475.00 | 15.00 |
| | | | | | | | | | | | | | | | | | | | | | | | | | |
| PI C - Mark Dawkins | CEI-Inspector* - PIC (MD) - DBE | | | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | | | | | | 2,475.00 | 15.00 |
| | | | | | | | | | | | | | | | | | | | | | | | | | |
| Page One-Matt Moorefield | CEI-Inspector* - POC (MM) - DBE | 0.50 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 0.50 | | 3,300.00 | 20.00 |
| | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | |
| *Eligible for overtime | Project based on 165 manhours/month | 1.40 | 3.50 | 8.20 | 9.20 | 9.70 | 9.70 | 9.70 | 9.70 | 9.70 | 9.70 | 9.70 | 9.70 | 9.70 | 9.70 | 9.70 | 9.70 | 9.20 | 6.70 | 6.20 | 4.90 | 2.30 | 0.00 | **27,720.00** | **168.00** |
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | | | |

| | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 3-Person Survey Crew | | | | | | | | | | | | | | | | | | | | | | | - | Hours |
| Echezabal** - DBE | 4-Person Survey Crew | 165.00 | | | | | | | | | | | | | | | | | | | | | | 165.00 | Hours |
| | 5-Person Survey Crew | | | | | | | | | | | | | | | | | | | | | | | - | Hours |

**Survey time based on hours.

**Remarks:** Based on the schedule provided with this proposal and 100% Plans, the estimated Construction Duration is from August 2016 thru February 2018 (19 months). This chart shows jobsite personnel only.

Exhibit C

4/26/2016 10:37 AM

**PRIME CONSULTANT: KCCS, Inc.**

**Project #429-205 / Contract #001088R**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

KCCS | CONSTRUCTION SERVICES

| PERSONNEL CLASSIFICATIONS | 2017 | | | | | | | | | | | | | | | | | | 2018 | | | | TOTAL HOURS | TOTAL Months |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | | |
| CEI-Senior Project Engineer (AR) | 0.30 | 0.5 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 | 0.70 | 0.40 | 0.30 | | 2,211.00 | 13.40 |
| CEI-Project Administrator (MW) | 0.30 | 0.5 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 0.50 | | 3,184.50 | 19.30 |
| CEI-Contract Support Specialist (JK) | 0.30 | 0.5 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 0.50 | | 3,184.50 | 19.30 |
| CEI-Sr. ITS Inspector* (DF) | | | | 0.50 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.0 | 0.50 | 0.50 | | | | 2,392.50 | 14.50 |
| CEI-Sr. Bridge Insp* (MB). | | 0.50 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 0.50 | 0.50 | | | | | 2,557.50 | 15.50 |
| CEI-Inspector* (JB) | | 0.50 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 0.50 | | 3,135.00 | 19.00 |
| CEI-Inspector* (DC) | | | 0.50 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 0.50 | | | 2,805.00 | 17.00 |
| | | | | | | | | | | | | | | | | | | | | | | | - | 0.00 |
| * Eligible for overtime | 0.90 | 2.50 | 5.20 | 6.2 | 6.7 | 6.7 | 6.7 | 6.7 | 6.7 | 6.7 | 6.7 | 6.7 | 6.7 | 6.7 | 6.7 | 6.7 | 6.2 | 5.7 | 5.2 | 3.9 | 1.8 | 0.0 | 19,470.00 | 118.00 |
| Based on 165 hours/man month | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | | | |

Exhibit C

4/26/2016 10:37 AM

**EXPENSES**
**Central Florida Expressway Authority (CFX)**
**CEI Services for SR429 (Wekiva Expressway)**
**Project #429-205 / Contract #001088R**

4/26/2016 10:38 AM

**Prime Consultant: KCCS, Inc.**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

KCCS | CONSTRUCTION SERVICES

| Section # | REF # | Page # | New/ Salv | DESCRIPTION | QTY | UNIT PRICE | TOTAL COST | TAX 6.50% | SALVAGE VALUE | SALVAGE % | NET TOTAL COST |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | **SECTION A - FIELD OFFICE ALLOWANCE** | | | | | | | |
| A | A-01 | 1 | N/A | Office-Modular, Monthly Lease (Pac-Van) ($1275 + $25) | 21.0 | $1,300.00 | $27,300.00 | $1,774.50 | $0 | 0% | $29,074.50 |
| N/A | N/A | N/A | N/A | Office, Land Lease (furnished by CFX) | 21.0 | $0.00 | $0.00 | $0.00 | $0 | 0% | $0.00 |
| A | A-02A | 1 | N/A | Office-Modular, Delivery [($750) + Set-up ($6400)] | 1.0 | $7,150.00 | $7,150.00 | $0.00 | $0 | 0% | $7,150.00 |
| A | A-02B | 1 | N/A | Office-Modular, [Tear-down ($3600) + Return ($750)] | 1.0 | $4,350.00 | $4,350.00 | $0.00 | $0 | 0% | $4,350.00 |
| N/A | N/A | N/A | N/A | Security System & Installation | 0.0 | | $0.00 | $0.00 | $0 | 0% | $0.00 |
| A | A-03 | 2 | N/A | Security System Monitoring (Estimate--including system & installation) | 21.0 | $80.00 | $1,680.00 | $109.20 | $0 | 0% | $1,789.20 |
| A | A-04 | 3 | N/A | Utilities-elec., water & waste (Estimate/Allowance) | 21.0 | $250.00 | $5,250.00 | $341.25 | $0 | 0% | $5,591.25 |
| A | A-05 | 2 | N/A | Lot Preparation & D/Way Stabilization (Estimate/Allowance) | 1.0 | $15,000.00 | $15,000.00 | $975.00 | $0 | 0% | $15,975.00 |
| A | A-06 | 2 | N/A | Janitorial Services (monthly cost) | 21.0 | $250.00 | $5,250.00 | N/A | $0 | 0% | $5,250.00 |
| A | A-07 | 2 | N/A | Move-in & Move-out (Est/Allowance-rental truck & temp labor to move KCCS' furniture & equipt) | 2.0 | $500.00 | $1,000.00 | N/A | $0 | 0% | $1,000.00 |
| | | | | | | | | **SUBTOTAL - A** | | | **$70,179.95** |
| | | | | **SECTION B1 - FIELD OFFICE FURNITURE** | | | | | | | |
| B1 | B1-01 | 4 | N | Chair, Desk | 1.0 | $129.99 | $129.99 | $8.45 | $69.22 | 50% | $69.22 |
| B1 | B1-02 | 5 | N | Desk, Office/Computer | 1.0 | $169.99 | $169.99 | $11.05 | $0 | 0% | $181.04 |
| B1 | B1-03 | 6 | N | Paper, Multi-Use, 8.5x11 (Carton of 5000) | 10.0 | $45.99 | $459.90 | $29.89 | $0 | 0% | $489.79 |
| B1 | B1-04 | 7 | N | Paper, Multi-Use, 8.5x14 (Carton of 5000) | 5.0 | $63.59 | $317.95 | $20.67 | $0 | 0% | $338.62 |
| B1 | B1-05 | 8 | N | Paper, Multi-Use, 11x17 (Carton of 2500) | 5.0 | $58.99 | $294.95 | $19.17 | $0 | 0% | $314.12 |
| | | | | | | | | **SUBTOTAL - B1** | | | **$1,392.79** |
| | | | | **SECTION B2 - ELECTRONIC EQUIPMENT & SOFTWARE** | | | | | | | |
| B2 | B2-01 | 9 | S | Workstation w/Monitor & Office software (Remaining Salvage from #528-405/#000982) | 1.0 | $0.00 | $0.00 | N/A | -$107.92 | 0% | $107.92 |
| B2 | B2-02 | 9 | S | Monitor, 23" (SPE) (Remaining Salvage from #528-405/#000982) | 1.0 | $0.00 | $0.00 | N/A | -$199.42 | 0% | $199.42 |
| B2 | B2-03 | 10 | N | WatchGuard (Firewall) (Cost allowance=current cost of 1038.64/36months = 28.85 month) | 21.0 | $28.85 | $605.85 | N/A | $0 | 0% | $605.85 |
| B2 | B2-04 | 11 | N/A | Canon WorkCentre (Monthly lease, maint & avg monthly usage--includes tax) | 21.0 | $401.14 | $8,423.94 | N/A | $0 | 0% | $8,423.94 |
| B2 | B2-05 | 12 | N | Back-UPS (Cost Allowance = current cost of 112.46*50% = 56.23) | 2.0 | $56.23 | $112.46 | N/A | $0 | 0% | $112.46 |
| B2 | B2-06 | 13 | N | Microsoft Office, Windows,MS-CAL-for sharepoint (105.46 + 46.56 + 52.61 = 204.63/12 = 17.05 month) | 21.0 | $17.05 | $358.05 | $23.27 | $0 | 0% | $381.32 |
| B2 | B2-07 | 14 | N | Symantec Protection Suite (349.92 / 10 Licenses = 34.99 x 6 Users = 209.94 per year / 12 = 17.50 mo | 21.0 | $17.50 | $367.50 | $23.89 | $0 | 0% | $391.39 |
| | | | | | | | | **SUBTOTAL - B2** | | | **$10,222.30** |

*Please note: Cost allowance for salvaged items were based on 20% of current price quote.

Exhibit C

**EXPENSES**
**Central Florida Expressway Authority (CFX)**
**CEI Services for SR429 (Wekiva Expressway)**
**Project #429-205 / Contract #001088R**

4/26/2016 10:38 AM

**Prime Consultant: KCCS, Inc.**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

KCCS | CONSTRUCTION SERVICES

| Section # | REF # | Page # | New/ Salv | DESCRIPTION | QTY | UNIT PRICE | TOTAL COST | TAX 6.50% | SALVAGE VALUE | SALVAGE % | NET TOTAL COST |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | **SECTION C1 - MONTHLY VEHICLES & PORTABLE COMMUNICATIONS (BILLABLE EXPENSE)** | | | | | | | |
| C1 | C1-01 | 15 | N/A | SPE - 4 x 4 Mid-size Utility Vehicle (FDOT Guideline) | 13.40 | $376.00 | $5,038.40 | INCL. | $0 | 0% | $5,038.40 |
| C1 | C1-02 | 15 | N/A | PA - Full Size PU (FDOT Guideline) | 19.30 | $407.00 | $7,855.10 | INCL. | $0 | 0% | $7,855.10 |
| C1 | C1-03 | 15 | N/A | Senior Inspector - Full Size PU (FDOT Guideline) | 14.50 | $407.00 | $5,901.50 | INCL. | $0 | 0% | $5,901.50 |
| C1 | C1-04 | 15 | N/A | Senior Inspector - Full Size PU (FDOT Guideline) | 15.50 | $407.00 | $6,308.50 | INCL. | $0 | 0% | $6,308.50 |
| C1 | C1-05 | 15 | N/A | Inspector #1 -Econo Full PU (FDOT Guideline) | 19.00 | $325.00 | $6,175.00 | INCL. | $0 | 0% | $6,175.00 |
| C1 | C1-06 | 15 | N/A | Inspector #2 -Econo Full PU (FDOT Guideline) | 17.00 | $325.00 | $5,525.00 | INCL. | $0 | 0% | $5,525.00 |
| C1 | C1-07 | 15 | N/A | Operation & Maint Allowance per FDOT guidelines (840/miles/mo-228.30x.84=191.77)(SPE & PA) | 32.70 | $191.77 | $6,270.88 | INCL. | $0 | 0% | $6,270.88 |
| C1 | C1-08 | 15 | N/A | Operation & Maint Allowance per FDOT guidelines (600/miles/mo-338.40x.60=136.98) (Sr Insp's-2) | 30.00 | $136.98 | $4,109.40 | INCL. | $0 | 0% | $4,109.40 |
| C1 | C1-09 | 15 | N/A | Operation & Maint Allowance per FDOT guidelines (1160/miles/mo-228.30x1.16) (Inspector-JB) | 19.00 | $264.83 | $5,031.77 | INCL. | $0 | 0% | $5,031.77 |
| C1 | C1-09a | 15 | N/A | Operation & Maint Allowance per FDOT guidelines (1440/miles/mo-228.39&=x1.44) (Inspector-DC) | 17.00 | $328.75 | $5,588.75 | INCL. | $0 | 0% | $5,588.75 |
| C1 | C1-10 | 15 | N/A | Insurance & Licensing - Monthly Allowance per FDOT guidelines (SPE & PA) | 32.70 | $184.93 | $6,047.21 | INCL. | $0 | 0% | $6,047.21 |
| C1 | C1-11 | 15 | N/A | Insurance & Licensing - Monthly Allowance per FDOT guidelines (Senior Inspectors-2) | 30.00 | $184.93 | $5,547.90 | INCL. | $0 | 0% | $5,547.90 |
| C1 | C1-12 | 15 | N/A | Insurance & Licensing - Monthly Allowance per FDOT guidelines (Inspectors-2) | 36.00 | $184.93 | $6,657.48 | INCL. | $0 | 0% | $6,657.48 |
| C1 | C1-13 | 16 | N/A | Tolls-Monthly (SPE) | 13.40 | $34.96 | $468.46 | INCL. | $0 | 0% | $468.46 |
| C1 | C1-14 | 16 | N/A | Tolls-Monthly (PA) | 19.30 | $34.96 | $674.73 | INCL. | $0 | 0% | $674.73 |
| C1 | C1-15 | 16 | N/A | Tolls-Monthly (Senior Inspectors-2) + (Inspector-1) | 47.00 | $0.00 | $0.00 | INCL. | $0 | 0% | $0.00 |
| C1 | C1-16 | 16 | N/A | Tolls-Monthly (Inspector-1) | 19.00 | $174.80 | $3,321.20 | INCL. | $0 | 0% | $3,321.20 |
| C1 | C1-17 | 17 | N/A | Cell Phone w/data, Mthly Svc--based on mmonths(SPE & PA)(58.88 + 7.03 gr access/incl taxes) | 32.70 | $65.91 | $2,155.26 | INCL. | $0 | 0% | $2,155.26 |
| C1 | C1-18 | 17 | N/A | Cell Phone w/data, Mthly svc--based on man months (Sr Insp)(55.88 + 7.03 group access/incl taxe | 30.00 | $62.91 | $1,887.30 | INCL. | $0 | 0% | $1,887.30 |
| C1 | C1-19 | 17 | N/A | Cell Phone w/o data, Monthly service--based on man months (Inspectors-2) (50.70+7.03=57.73) | 36.00 | $57.73 | $2,078.28 | INCL. | $0 | 0% | $2,078.28 |
| C1 | C1-20 | 17 | N/A | MiFi Service, Mthly--based on man months (SPE & PA) ($27.38 incl taxes – special rate) | 32.70 | $27.38 | $895.33 | INCL. | $0 | 0% | $895.33 |
| C1 | C1-21 | 17 | N/A | MiFi Service, Mthly--based on man months (Sr Insp)($27.38 incl taxes -- special rate) | 30.00 | $27.38 | $821.40 | INCL. | $0 | 0% | $821.40 |
| C1 | C1-22 | 17 | N/A | MiFi Service, Mthly--based on man months (Insp's-2)($27.38 incl taxes -- special rate) | 36.00 | $27.38 | $985.68 | INCL. | $0 | 0% | $985.68 |

**SUBTOTAL - C1** **$89,344.53**

**Billable Expense Reimbursement Rates $/Man Month**

| | Total $ | Man Months | $/Man Hour |
|---|---|---|---|
| **Management Staff (SPE & PE)** | **$29,405.37** | **32.70** | **$5.45** |
| **Inspection Staff (Senior Inspectors-2)** | **$24,576.00** | **30.00** | **$4.96** |
| **Inspection Staff (Inspectors-2)** | **$35,363.16** | **36.00** | **$5.95** |
| | **$89,344.53** | **98.70** | **$5.49** |

Exhibit C

**EXPENSES**
**Central Florida Expressway Authority (CFX)**
**CEI Services for SR429 (Wekiva Expressway)**
**Project #429-205 / Contract #001088R**

4/26/2016 10:42 AM

**Prime Consultant: KCCS, Inc.**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

KCCS | CONSTRUCTION SERVICES

| Section # | REF # | Page # | New/ Salv | DESCRIPTION | QTY | UNIT PRICE | TOTAL COST | TAX 6.50% | SALVAGE VALUE | SALVAGE % | NET TOTAL COST |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | **SECTION C2 - VEHICLE EXPENSE (PART OF LUMP SUM)** | | | | | | | |
| C2 | C2-01 | 18 | S | Magnetic Mini-strobe Bar (Remaining Salvage from #528-405/#000982) | 3.0 | $0.00 | $0.00 | N/A | -$399.36 | 0% | $399.36 |
| C2 | C2-02 | 19 | N | Fire Extinguisher, Vehicle | 6.0 | $24.99 | $149.94 | $9.75 | $0 | 0% | $159.69 |
| C2 | C2-03 | 20 | N | First Aid Kit, Vehicle | 6.0 | $7.87 | $47.22 | $3.07 | $0 | 0% | $50.29 |
| | | | | | | | | **SUBTOTAL - C2** | | | **$609.34** |
| | | | | **SECTION D - FIELD EQUIPMENT AND SUPPLIES** | | | | | | | |
| D | D-01 | 21 | S | Nuclear Density Machine (Remaining Salvage from #528-405/#000982) | 2.0 | $0.00 | $0.00 | N/A | -$596.48 | 0% | $596.48 |
| D | D-02 | 22 | N/A | Nuclear Density Mach-Recalibration & shipping (2 mach's x 2yr) | 4.0 | $350.00 | $1,400.00 | $91.00 | $0 | 0% | $1,491.00 |
| D | D-03 | 22 | N/A | Nuclear Density Mach-Leak Test Kit (2 mach's x 1 per year) | 2.0 | $17.00 | $34.00 | $2.21 | $0 | 0% | $36.21 |
| D | D-04 | 23 | N/A | Speedy Moisture Calibration (2 mach's x 2/yr = 8) | 8.0 | $75.00 | $600.00 | $39.00 | $0 | 0% | $639.00 |
| D | D-05 | 23 | N/A | Speedy Moisture - Scale Calibration (2 mach's x 1/yr = 4) | 2.0 | $25.00 | $50.00 | $3.25 | $0 | 0% | $53.25 |
| D | D-06 | 24 | N | Speedy Moisture Tester Reagent (case) | 1.0 | $202.00 | $202.00 | $13.13 | $0 | 0% | $215.13 |
| D | D-07 | 25 | N | Concrete Cylinder Molds & Lids (36/case) (Molds=27.70/per 36 case & Lids=9.00/per 36=36.70) | 30.0 | $36.70 | $1,101.00 | $71.57 | $0 | 0% | $1,172.57 |
| D | D-08 | 26 | N | Field Books | 12.0 | $10.50 | $126.00 | $8.19 | $0 | 0% | $134.19 |
| D | D-09 | 27 | N | Flashlight | 8.0 | $6.97 | $55.76 | $3.62 | $0 | 0% | $59.38 |
| D | D-10 | 28 | N | Hard Hats | 6.0 | $12.15 | $72.90 | $4.74 | $0 | 0% | $77.64 |
| D | D-11 | 29 | N | Keel (12/pack) | 1.0 | $8.82 | $8.82 | $0.57 | $0 | 0% | $9.39 |
| D | D-12 | 30 | N | Marking Spray Paint (12/case) | 4.0 | $36.72 | $146.88 | $9.55 | $0 | 0% | $156.43 |
| D | D-13 | 31 | N | Master Locks | 4.0 | $9.49 | $37.96 | $2.47 | $0 | 0% | $40.43 |
| D | D-14 | 32 | N | Thermometer, Concrete | 4.0 | $28.55 | $114.20 | $7.42 | $0 | 0% | $121.62 |
| D | D-15 | 33 | N | Thermometer, Asphalt | 4.0 | $48.35 | $193.40 | $12.57 | $0 | 0% | $205.97 |
| D | D-16 | 34 | N | Vests, Safety, CL3 | 12.0 | $11.15 | $133.80 | $8.70 | $0 | 0% | $142.50 |
| | | | | | | | | **SUBTOTAL - D** | | | **$5,151.19** |

**Total - KCCS Billable/Reimbursable Expenses (see Billable Expense Sheet) $89,344.53**
**Total - KCCS Expenses (Lump Sum) - (excludes Billable Exp & Limiting Exp) $87,555.57**

Exhibit C

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**EXPENSES**
**Central Florida Expressway Authority (CFX)**
**CEI Services for SR429 (Wekiva Expressway)**
**Project #429-205 / Contract #001088R**

KCCS CONSTRUCTION SERVICES

**Prime Consultant: KCCS, Inc.**

## Mileage Calculations - KCCS & Subconsultants

### KCCS Mileage Calculations

| | Daily | Daily | Daily | Daily | Weekly | Weekly | Weekly | Weekly | Monthly |
|---|---|---|---|---|---|---|---|---|---|
| Position | Office to Site | Rnd Trip Distance | On-site Miles | On-site Total | On-site Total | Rnd Trip to CFX | Lab RndTrip | Total Miles | **Total Miles** |
| **SPE** | 2 rnd trips/day | 20.00 | 10.00 | 30.00 | 150.00 | 60.00 | | 210.00 | **840.00** |
| **PA** | 2 rnd trips/day | 20.00 | 10.00 | 30.00 | 150.00 | 60.00 | | 210.00 | **840.00** |
| **SR Insp (DF)** | 2 rnd trips/day | 20.00 | 10.00 | 30.00 | 150.00 | | | 150.00 | **600.00** |
| **SR Insp (MB)** | 2 rnd trips/day | 20.00 | 10.00 | 30.00 | 150.00 | | | 150.00 | **600.00** |
| **Insp (JB)** | 2 rnd trips/day | 20.00 | 10.00 | 30.00 | 150.00 | | 140.00 | 290.00 | **1160.00** |
| **Insp (DC)** | 2 rnd trips/day | 20.00 | 10.00 | 30.00 | 150.00 | | 210.00 | 360.00 | **1440.00** |

### Elipsis Mileage Calculations

| | | Daily | Daily | Daily | Daily | Weekly | Weekly | Monthly |
|---|---|---|---|---|---|---|---|---|
| Position | | Office to Site | Rnd Trip Distance | On-site Miles | On-site Total | On-site Total | Total Miles | **Total Miles** |
| **Insp (JM)** | | 2 rnd trips/day | 20.00 | 10.00 | 30.00 | 150.00 | 150.00 | **600.00** |

### PI Mileage Calculations

| | | Daily | Daily | Daily | Daily | Weekly | Weekly | Monthly |
|---|---|---|---|---|---|---|---|---|
| Position | | Office to Site | Rnd Trip Distance | On-site Miles | On-site Total | On-site Total | Total Miles | **Total Miles** |
| **Insp (MD)** | | 2 rnd trips/day | 20.00 | 10.00 | 30.00 | 150.00 | 150.00 | **600.00** |

### Page One Mileage Calculations

| | | Daily | Daily | Daily | Daily | Weekly | Weekly | Monthly |
|---|---|---|---|---|---|---|---|---|
| Position | | Office to Site | Rnd Trip Distance | On-site Miles | On-site Total | On-site Total | Total Miles | **Total Miles** |
| **SR Insp (MM)** | | 2 rnd trips/day | 20.00 | 10.00 | 30.00 | 150.00 | 150.00 | **600.00** |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

KCCS | CONSTRUCTION SERVICES

## Jobsite Toll Expense Estimate

**Wekiva Parkway Round Trip Cost Through the project:**

| **Sr. Project Engineer (SPE):** | **Round Trip per Week** | | |
|---|---|---|---|
| Estimate Per Week | 1.00 @ | 8.74 = | 8.74 |
| | | | $0.00 |
| | **Total Tolls per Week** | | **$8.74** |
| | **Total Tolls per Month for SPE** | | **$34.96** |

| **Project Administrator:** | **Round Trip per Week** | | |
|---|---|---|---|
| Estimate Per Week | 1.00 @ | 8.74 = | 8.74 |
| | | | $0.00 |
| | **Total Tolls per Week** | | **$8.74** |
| | **Total Tolls per Month for PA** | | **$34.96** |

| **Inspector (RT to Lab):** | **Round Trip per Week** | | |
|---|---|---|---|
| Estimate Per Week | 5.00 @ | 8.74 = | $43.70 |
| | | | $0.00 |
| | | | $0.00 |
| | | | $0.00 |
| | **Total Tolls per Week** | | **$43.70** |
| | **Total Tolls per Month per each Inspector** | | **$174.80** |

## SUBCONSULTANT #1: Elipsis Engineering & Consulting, LLC (DBE) (CEI Services)

**Project #429-205 / Contract #001088R**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

KCCS CONSTRUCTION SERVICES

| PERSONNEL CLASSIFICATIONS | 2017 | | | | | | | | | | | | | | | | | | 2018 | | | | TOTAL HOURS | TOTAL Months |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | | |
| CEI-Inspector* - Elipsis (JM) - DBE | | | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | | | | | | 2,475.0 | 15.0 |

* Eligible for overtime

Based on 165 hours/man month

**EXPENSES**
**Central Florida Expressway Authority (CFX)**
**CEI Services for SR429 (Wekiva Expressway)**
**Project #429-205 / Contract #001088R**

4/26/2016 10:36 AM

**Prime Consultant: KCCS, Inc.**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

KCCS CONSTRUCTION SERVICES

| Section # | REF # | Page # | New/ Salv | DESCRIPTION | QTY | UNIT PRICE | TOTAL COST | TAX 6.50% | SALVAGE VALUE | SALVAGE % | NET TOTAL COST |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Elipsis Engineering, Inc.- Expenses** | | | | | | | | | | | |
| **Subconsultant #1 -** | | | | **EEC - Vehicles / Communications (Billable Expenses)** | | | | | | | |
| SUB#1 | EEC-1 | 1 | N/A | Inspector - Vehicle Allowance - Econo PU (Lease)--based on FDOT guidelines | 15.0 | $325.00 | $4,875.00 | N/A | $0 | 0% | $4,875.00 |
| SUB#1 | EEC-2 | 1 | N/A | Operation & Maint Allowance per FDOT guidelines (600 miles/mo=228.30 x .60=136.98) | 15.0 | $136.98 | $2,054.70 | N/A | $0 | 0% | $2,054.70 |
| SUB#1 | EEC-3 | 1 | N/A | Vehicle Insurance & Licensing per FDOT guidelines (N/A) | 0.0 | $0.00 | $0.00 | N/A | $0 | 0% | $0.00 |
| SUB#1 | EEC-4 | N/A | N/A | Tolls, Monthly | 15.0 | $0.00 | $0.00 | N/A | $0 | 0% | $0.00 |
| SUB#1 | EEC-5 | 2-4 | N/A | Communications / Cell Phone & Data Mthly Service (75.00 Plus taxes) | 15.0 | $75.00 | $1,125.00 | INCL | $0 | 0% | $1,125.00 |
| SUB#1 | EEC-6 | 5 | N | Inspector - Cell Phone | 1.0 | $149.99 | $149.99 | $9.75 | $0 | 0% | $159.74 |
| | | | | | | | | | | **Subtotal (Billable Expenses)** | **$8,214.44** |
| | | | | | | | **Billable Expense Reimbursement Rates $/Man Month** | | | | |
| | | | | | | | **Total $** | | **Man Months** | | **$/Man Hour** |
| | | | | | | | **$8,214.44** | | **15.0** | | **$3.32** |
| | | | | **EEC - Electronics (Lump Sum Expenses)** | | | | | | | |
| SUB#1 | EEC-7 | 6 | N | Inspector - Laptop w/software (cost allowance: $1229.99 x 50% = $614.50) | 1.0 | $1,229.99 | $1,229.99 | $79.95 | $654.97 | 50% | $654.97 |
| | | | | | | | | | | **Subtotal (Lump Sum Expenses)** | **$654.97** |
| | | | | **EEC - Vehicle Expenses (Lump Sum Expenses)** | | | | | | | |
| SUB#1 | EEC-8 | 7 | N | Magnetic Mini-strobe Bar (Cost allowance: $199.99 x 50% = $100.00) | 1.0 | $199.99 | $199.99 | $13.00 | $106.50 | 50% | $106.50 |
| SUB#1 | EEC-9 | 8 | N | Fire Extinguisher, Vehicle | 1.0 | $24.99 | $24.99 | $1.62 | $0 | 0% | $26.61 |
| SUB#1 | EEC-10 | 9 | N | First Aid Kit, Vehicle | 1.0 | $7.16 | $7.16 | $0.47 | $0 | 0% | $7.63 |
| SUB#1 | EEC-11 | 10 | N | Vehicle Signs | 2.0 | $31.75 | $63.50 | $4.13 | $0 | 0% | $67.63 |
| SUB#1 | EEC-12 | 11 | N | Tool Box, Truck (Cost allowance: $289.99 x 50% = $145.00) | 1.0 | $289.99 | $289.99 | $18.85 | $154.42 | 50% | $154.42 |
| | | | | | | | | | | **Subtotal (Billable Expenses)** | **$362.79** |
| | | | | **EEC - Field Equipment & Supplies (Lump Sum Expenses)** | | | | | | | |
| SUB#1 | EEC-13 | 12 | N | Flashlight | 1.0 | $6.97 | $6.97 | $0.45 | $0 | 0% | $7.42 |
| SUB#1 | EEC-14 | 13 | N | Hard Hat | 1.0 | $12.15 | $12.15 | $0.79 | $0 | 0% | $12.94 |
| SUB#1 | EEC-15 | 14 | N | Measuring Wheel | 1.0 | $56.64 | $56.64 | $3.68 | $0 | 0% | $60.32 |
| SUB#1 | EEC-16 | 15 | N | Measuring Tape, 25' | 1.0 | $9.97 | $9.97 | $0.65 | $0 | 0% | $10.62 |
| SUB#1 | EEC-17 | 16 | N | Measuring Tape, 100' | 1.0 | $13.99 | $13.99 | $0.91 | $0 | 0% | $14.90 |
| SUB#1 | EEC-18 | 17 | N | Safety Vest | 1.0 | $11.15 | $11.15 | $0.72 | $0 | 0% | $11.87 |
| SUB#1 | EEC-19 | 18 | N | Smart Level | 1.0 | $186.16 | $186.16 | $12.10 | $99.13 | 50% | $99.13 |
| | | | | | | | | | | **Subtotal (Billable Expenses)** | **$217.20** |

| | |
|---|---|
| **Total EEC Billable/Reimbursable Expenses** | **$8,214.44** |
| **Total EEC Expenses/Lump Sum (excludes Billable Expenses)** | **$1,234.96** |
| **Total EEC Expense** | **$9,449.40** |

Exhibit C

## SUBCONSULTANT #3: PI Consulting Services, Inc. (DBE) (CEI Services)

KCCS | CONSTRUCTION SERVICES

**Project #429-205 / Contract #001088R**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

| PERSONNEL CLASSIFICATIONS | 2017 | | | | | | | | | | | | | | | | | | 2018 | | | | TOTAL HOURS | TOTAL Months |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | | |
| CEI-Inspector* - PIC (MD) - DBE | | | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | | | | | | **2,475.00** | **15.00** |

* Eligible for overtime

Based on 165 hours/man month

Exhibit C

4/26/2016 10:36 AM

**EXPENSES**
**Central Florida Expressway Authority (CFX)**
**CEI Services for SR429 (Wekiva Expressway)**
**Project #429-205 / Contract #001088R**

4/26/2016 10:38 AM

**Prime Consultant: KCCS, Inc.**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

KCCS | CONSTRUCTION SERVICES

| Section # | REF # | Page # | New/ Salv | DESCRIPTION | QTY | UNIT PRICE | TOTAL COST | TAX 6.50% | SALVAGE VALUE | SALVAGE % | NET TOTAL COST |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **PI Consulting Services LLC - Expenses** | | | | | | | | | | | |
| **Subconsultant #3 -** | | | | **PICS - Vehicles / Communications (Billable Expenses)** | | | | | | | |
| SUB#3 | PICS-1 | 1 | N/A | Inspector - Vehicle Allowance - Econo PU (Lease)--based on FDOT guidelines | 15.0 | $325.00 | $4,875.00 | N/A | $0 | 0% | $4,875.00 |
| SUB#3 | PICS-2 | 1 | N/A | Operation & Maint Allowance per FDOT guidelines (600 miles/mo=228.30 x .60 = 136.98) | 15.0 | $136.98 | $2,054.70 | N/A | $0 | 0% | $2,054.70 |
| SUB#3 | PICS-3 | 1 | N/A | Vehicle Insurance & Licensing per FDOT guidelines (N/A) | 0.0 | $0.00 | $0.00 | N/A | $0 | 0% | $0.00 |
| SUB#3 | PICS-4 | 2-3 | N/A | Communications / Cell Phone & Data Mthly Service (75.00 Plus taxes) | 15.0 | $75.00 | $1,125.00 | $73.13 | $0 | 0% | $1,198.13 |
| SUB#3 | PICS-5 | 4 | N | Inspector - Cell Phone | 1.0 | $149.99 | $149.99 | $9.75 | $0 | 0% | $159.74 |
| | | | | | | | | | **Subtotal (Billable Expenses)** | | **$8,287.57** |
| | | | | | | | **Billable Expense Reimbursement Rates $/Man Month** | | | | |
| | | | | | | | **Total $** | | **Man Months** | | **$/Man Hour** |
| | | | | | | | **$8,287.57** | | **15.0** | | **$3.35** |
| | | | | **PICS - Electronics (Lump Sum Expenses)** | | | | | | | |
| SUB#3 | PICS-6 | 5 | N | Inspector - IPad w/case (Cost allowance = $666.45 x 50% = $333.23) | 1.0 | $666.45 | $666.45 | $43.32 | $354.89 | 50% | $354.89 |
| SUB#3 | PICS-7 | 6 | N | Inspector - Small HP Printer | 1.0 | $84.99 | $84.99 | $5.52 | $0 | 0% | $90.51 |
| | | | | | | | | | **Subtotal (Lump Sum Expenses)** | | **$445.40** |
| | | | | **PICS - Vehicle Expenses (Lump Sum Expenses)** | | | | | | | |
| SUB#3 | PICS-8 | 7 | N | Magnetic Mini-strobe Bar (Cost allowance = $199.99 x 50% = $100.00) | 1.0 | $199.99 | $199.99 | $13.00 | $106.50 | 50% | $106.50 |
| SUB#3 | PICS-9 | 8 | N | Fire Extinguisher, Vehicle | 1.0 | $19.98 | $19.98 | $1.30 | $0 | 0% | $21.28 |
| SUB#3 | PICS-10 | 8 | N | First Aid Kit, Vehicle | 1.0 | $20.57 | $20.57 | $1.34 | $0 | 0% | $21.91 |
| SUB#3 | PICS-11 | 9 | N | Vehicle Signs | 2.0 | $31.75 | $63.50 | $4.13 | $0 | 0% | $67.63 |
| SUB#3 | PICS-12 | 10 | N | Tool Box, Truck (Cost allowance = $289.99 x 50% = $145.00) | 1.0 | $289.99 | $289.99 | $18.85 | $154.42 | 50% | $154.42 |
| | | | | | | | | | **Subtotal (Billable Expenses)** | | **$371.74** |
| | | | | **PICS - Field Equipment & Supplies (Lump Sum Expenses)** | | | | | | | |
| SUB#3 | PICS-13 | 11 | N | Flashlight | 1.0 | $6.97 | $6.97 | $0.45 | $0 | 0% | $7.42 |
| SUB#3 | PICS-14 | 12 | N | Hard Hat | 1.0 | $12.15 | $12.15 | $0.79 | $0 | 0% | $12.94 |
| SUB#3 | PICS-15 | 13 | N | Measuring Wheel | 1.0 | $54.99 | $54.99 | $3.57 | $0 | 0% | $58.56 |
| SUB#3 | PICS-16 | 14 | N | Measuring Tape, 25' | 1.0 | $9.97 | $9.97 | $0.65 | $0 | 0% | $10.62 |
| SUB#3 | PICS-17 | 15 | N | Measuring Tape, 100' | 1.0 | $13.99 | $13.99 | $0.91 | $0 | 0% | $14.90 |
| SUB#3 | PICS-18 | 16 | N | Safety Vest | 1.0 | $11.15 | $11.15 | $0.72 | $0 | 0% | $11.87 |
| SUB#3 | PICS-19 | 13 | N | Smart Level | 1.0 | $186.16 | $186.16 | $12.10 | $99.13 | 50% | $99.13 |
| | | | | | | | | | **Subtotal (Billable Expenses)** | | **$215.44** |

| | |
|---|---|
| **Total PICS-Billable/Reimbursable Expenses** | **$8,287.57** |
| **Total PICS-Expenses/Lump Sum (excludes Billable Expenses)** | **$1,032.58** |
| **Total PICS - Expenses** | **$9,320.15** |

Exhibit C

## SUBCONSULTANT #4: Page One Consultants, Inc. (DBE) (CEI Services)

**Project #429-205 / Contract #001088R**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

KCCS | CONSTRUCTION SERVICES

| PERSONNEL CLASSIFICATIONS | 2017 | | | | | | | | | | | | | | | | | | 2018 | | | | TOTAL HOURS | TOTAL Months |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | | |
| CEI-Inspector* - POC (MM) - DBE | 0.50 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 0.50 | | **3,300.00** | **20.00** |
| | | | | | | | | | | | | | | | | | | | | | | | **0.00** | **0.00** |

* Eligible for overtime

Based on 165 hours/man month

**EXPENSES**
**Central Florida Expressway Authority (CFX)**
**CEI Services for SR429 (Wekiva Expressway)**
**Project #429-205 / Contract #001088R**

**Prime Consultant: KCCS, Inc.**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

KCCS CONSTRUCTION SERVICES

| Section # | REF # | Page # | New/ Salv | DESCRIPTION | QTY | UNIT PRICE | TOTAL COST | TAX 6.50% | SALVAGE VALUE | SALVAGE % | NET TOTAL COST |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Page One Consultants, Inc. - Expenses** | | | | | | | | | | | |
| **Subconsultant #4 -** | | | | **Page One Consultants, Inc. - Vehicles / Communications (Billable Expenses)** | | | | | | | |
| SUB#4 | POC-1 | 1 | N/A | Inspector - Vehicle Allowance - Econo PU (Lease)--based on FDOT guidelines | 20.0 | $325.00 | $6,500.00 | N/A | $0 | 0% | $6,500.00 |
| SUB#4 | POC-2 | 1 | N/A | Operation & Maint Allowance per FDOT guidelines (600 miles/mo=228.30 x .60=136.98 | 20.0 | $136.98 | $2,739.60 | N/A | $0 | 0% | $2,739.60 |
| SUB#4 | POC-3 | 1 | N/A | Vehicle Insurance & Licensing per FDOT guidelines | 20.0 | $184.93 | $3,698.60 | N/A | $0 | 0% | $3,698.60 |
| SUB#4 | POC-4 | 2 | N/A | Communications / Cell Phone Mthly Service (includes taxes) | 20.0 | $65.00 | $1,300.00 | INCL | $0 | 0% | $1,300.00 |
| SUB#4 | POC-5 | -- | S | Inspector - Cell Phone | | $0.00 | $0.00 | $0.00 | $0 | 0% | $0.00 |
| SUB#4 | POC-6 | 3 | N/A | MiFi / Monthly Service for Laptop--based on manmonths (39.08 includes taxes) | 20.0 | $40.03 | $800.60 | INCL | $0 | 0% | $800.60 |
| SUB#4 | POC-7 | 4 | N | MiFi Device | 1.0 | $49.99 | $49.99 | $3.25 | $0 | 0% | $53.24 |
| | | | | | | | | | | **Subtotal (Billable Expenses)** | **$15,092.04** |
| | | | | | | | **Billable Expense Reimbursement Rates $/Man Month** | | | | |
| | | | | | | | **Total $** | | **Man Months** | | **$/Man Hour** |
| | | | | | | | **$15,092.04** | | **20.0** | | **$4.57** |
| | | | | **Page One Consultants, Inc. - Electronics (Lump Sum Expenses)** | | | | | | | |
| SUB#4 | POC-8 | 5 | S | Inspector - Laptop w/software (Cost allowance = $1,384 - 276.80 (remaining salvage = $978.70) | 1.0 | $978.70 | $978.70 | $63.62 | $0 | 0% | $1,042.32 |
| | | | | | | | | | | **Subtotal (Lump Sum Expenses)** | **$1,042.32** |
| | | | | **Page One Consultants, Inc. - Vehicle Expenses (Lump Sum Expenses)** | | | | | | | |
| SUB#4 | POC-9 | 5 | S | Magnetic Mini-strobe Bar (Cost allowance = $249.99 - $50.00 (remaining salvage) = $199.99 + sales t | 1.0 | $0.00 | $0.00 | $0.00 | -$212.99 | 0% | $212.99 |
| SUB#4 | POC-10 | 6 | N | Fire Extinguisher, Vehicle | 1.0 | $19.98 | $19.98 | $1.30 | $0 | 0% | $21.28 |
| SUB#4 | POC-11 | 7 | N | First Aid Kit, Vehicle | 1.0 | $9.24 | $9.24 | $0.60 | $0 | 0% | $9.84 |
| SUB#4 | POC-12 | 8 | N | Vehicle Signs | 2.0 | $28.32 | $56.64 | $3.68 | $0 | 0% | $60.32 |
| SUB#4 | POC-13 | 5 | S | Tool Box, Truck (Cost allowance = $289.99 - $58 (remaining salvage) = $231.99 + sales tax) | 1.0 | $0.00 | $0.00 | $0.00 | -$247.07 | 0% | $247.07 |
| | | | | | | | | | | **Subtotal (Billable Expenses)** | **$551.50** |
| | | | | **Page One Consultants, Inc. - Field Equipment & Supplies (Lump Sum Expenses)** | | | | | | | |
| SUB#4 | POC-14 | 9 | | Flashlight | 1.0 | $6.97 | $6.97 | $0.45 | $0 | 0% | $7.42 |
| SUB#4 | POC-15 | 10 | | Hard Hat | 1.0 | $12.15 | $12.15 | $0.79 | $0 | 0% | $12.94 |
| SUB#4 | POC-16 | 11 | | Safety Vest | 1.0 | $11.15 | $11.15 | $0.72 | $0 | 0% | $11.87 |
| | | | | | | | | | | **Subtotal (Billable Expenses)** | **$32.23** |

**EXPENSES**
**Central Florida Expressway Authority (CFX)**
**CEI Services for SR429 (Wekiva Expressway)**
**Project #429-205 / Contract #001088R**

**Prime Consultant: KCCS, Inc.**

| Section # | REF # | Page # | New/ Salv | DESCRIPTION | QTY | UNIT PRICE | TOTAL COST | TAX 6.50% | SALVAGE VALUE | SALVAGE % | NET TOTAL COST |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | **Page One Consultants, Inc. - Laboratory Testing (Expenses)** | | | | | | | |
| SUB#4 | POC-14 | 12 | | Modified/Standard Proctor | 46.0 | $100.00 | $4,600.00 | | N/A | | $4,600.00 |
| SUB#4 | POC-15 | 12 | | Soil Gradation (Estimate 1 per 3 Proctors) | 42.0 | $50.00 | $2,100.00 | | N/A | | $2,100.00 |
| SUB#4 | POC-16 | 12 | | Moisture Content (Estimate 1 per 3 Proctors) | 42.0 | $12.00 | $504.00 | | N/A | | $504.00 |
| SUB#4 | POC-17 | 12 | | Fines Content (Estimate 1 per 3 Proctors) | 42.0 | $30.00 | $1,260.00 | | N/A | | $1,260.00 |
| SUB#4 | POC-18 | 13 | | Organic Content (Estimate 1 per 3 Proctors) | 52.0 | $40.00 | $2,080.00 | | N/A | | $2,080.00 |
| SUB#4 | POC-19 | 13 | | PH Test | 10.0 | $30.00 | $300.00 | | N/A | | $300.00 |
| SUB#4 | POC-20 | 13 | | Atterburg Limits (Estimate 1 per 3 Proctors) | 42.0 | $85.00 | $3,570.00 | | N/A | | $3,570.00 |
| SUB#4 | POC-21 | 13 | | Corrosion Series (Estimate 1 per 3 Proctors) | 10.0 | $150.00 | $1,500.00 | | N/A | | $1,500.00 |
| SUB#4 | POC-22 | 13 | | Limerock Bearing Ratio | 8.0 | $300.00 | $2,400.00 | | N/A | | $2,400.00 |
| SUB#4 | POC-23 | 13 | | Coarbonates (Estimate 1 sample per proctor) | 0.0 | | $0.00 | | N/A | | $0.00 |
| SUB#4 | POC-24 | 13 | | Cylinders (See Note 5) | 128.0 | $13.00 | $1,664.00 | | N/A | | $1,664.00 |
| | | | | | | | | | **Subtotal (Billable Expenses)** | | **$19,978.00** |
| | | | | **Page One Consultants, Inc. - Asphalt Plant Inspector (Expense)** | | | | | | | |
| SUB#4 | POC-25 | 13 | | Asphalt Plant Inspector | 300.0 | $70.00 | $21,000.00 | | | | $21,000.00 |
| | | | | | | | | | **Subtotal (Lump Sum Expenses)** | | **$21,000.00** |

Note: Page One agrees to the quantity and billing rates of laboratory tests.
This is to accommodate adjustments of services should that be required during construction
This sheet establishes budget for Page One field services. Those services are to be invoiced in accordance with fees and schedule consistent with Systemwide Contract to be referenced in Agreement, as that relates to these field services

1. Laboratory testing and Asphalt Plant Inspector rates are from Page One's Continuing CMT contract with CFX.
2. Monthly expenses based on 19 month project duration.
3. Estimate 1 QC sample per 4,000 LF of Limerock, 1 QC Sample per 50,000 CY of embankment, plus 1 per soil sample type for fill/stabilization & MSE wall select fill plus 25% for estimating purposes. VT only one test per 3 for QC.
4. Estimate 1 per 4,000 LF of roadway and 1 per 1,000 LF of shoulder.
5. Estimate average LOT size = 12.5 CY. Set of 5 cylinders per lot. VT only 1 set per 4 by QC.

| | |
|---|---|
| **Total Page One-Billable/Reimbursable Expenses** | **$15,092.04** |
| **Total Page One-Expenses/Lump Sum (excludes Billable Expenses)** | **$1,626.05** |
| **Total Page One-Expenses(Laboratory Testing)** | **$19,978.00** |
| **Total Page One-Expenses(Asphalt Plant Inspector)** | **$21,000.00** |
| **Total Page One - Expenses** | **$57,696.09** |

Exhibit C

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

KCCS CONSTRUCTION SERVICES

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX)
## CEI CONSULTANT ESTIMATE OF WORK EFFORT AND FEE
## SUBCONSULTANT #5: Echezabal & Associates, Inc. (DBE) (Survey Services)

**CEI Services for SR429 (Wekiva Expressway)**
**Project #429-205 / Contract #001088R**

| Personnel Classifications | 2015 Hourly Rate | 2015 Hours | 2016 Hourly Rate | 2016 Hours | 2017** Hourly Rate | 2017 Hours | 2018** Hourly Rate | 2018 Hours | Total Hours | Cost |
|---|---|---|---|---|---|---|---|---|---|---|
| 3-Person Survey # of Hours (Design & R/W) | | | $164.08 | 165.00 | $169.00 | 0.00 | $169.00 | 0.00 | 165.00 | $27,073.20 |
| Survey Tech (5.0%) | | | $100.76 | 8.00 | $103.78 | 0.00 | $103.78 | 0.00 | 8.00 | $806.08 |
| PLS (12.5%) | | | $133.28 | 21.00 | $137.28 | 0.00 | $137.28 | 0.00 | 21.00 | $2,798.88 |
| Sr PLS Surveyor (7.5%) | | | $159.76 | 12.00 | $164.55 | 0.00 | $164.55 | 0.00 | 12.00 | $1,917.12 |
| Clerical (2.5%) | | | $62.44 | 4.00 | $64.31 | 0.00 | $64.31 | 0.00 | 4.00 | $249.76 |
| | | | | | | | | | | |
| | | | | | | | | **Sub-Total (Design & R/W Survey)** | | **$32,845.04** |
| 4-Man Survey # of Hours (Aerial Targets) | $0.00 | | $0.00 | 0.00 | $0.00 | 0.00 | $0.00 | 0.00 | - | $0.00 |
| Survey Tech (10% Survey time for Aerials) | $0.00 | | $0.00 | 0.00 | $0.00 | 0.00 | $0.00 | 0.00 | - | $0.00 |
| Surveyor Mapper (10% for Aerials) | $0.00 | | $0.00 | 0.00 | $0.00 | 0.00 | $0.00 | 0.00 | - | $0.00 |
| PLS Surveyor (10% for Aerials) | $0.00 | | $0.00 | 0.00 | $0.00 | 0.00 | $0.00 | 0.00 | - | $0.00 |
| | | | | | | | | | | |
| | | | | | | | | **Sub-Total (Supplemental Survey)** | | **$0.00** |

* N/A. ** 2017 & 2018 - conditional rates per Director's approval.

| | Remarks: | | |
|---|---|---|---|
| Subtotal - Regular Salary Costs | | | **$32,845.04** |
| Straight Overtime | (Field Positions) | 0% | $0.00 |
| Subtotal - Direct Salary Costs | | | $32,845.04 |
| Field Office Overhead Rate | | 0.00% | $0.00 |
| SUBTOTAL - Salary Related Costs | | | $32,845.04 |
| Operating Margin (Fixed Fee) | | 0.00% | $0.00 |
| Premium Overtime (@ 50% of Straight OT) | | 0.00% | $0.00 |
| Facilities Capital Cost of Money (FCCM) | | 0.00% | |
| Sub-total | | | $32,845.04 |
| Expenses (Billable Rate) | | | |
| Expenses (Lump sum) | | | |
| **TOTAL - Subconsultant #5 - Echezabal & Associates, Inc.** | | | **$32,845.04** |

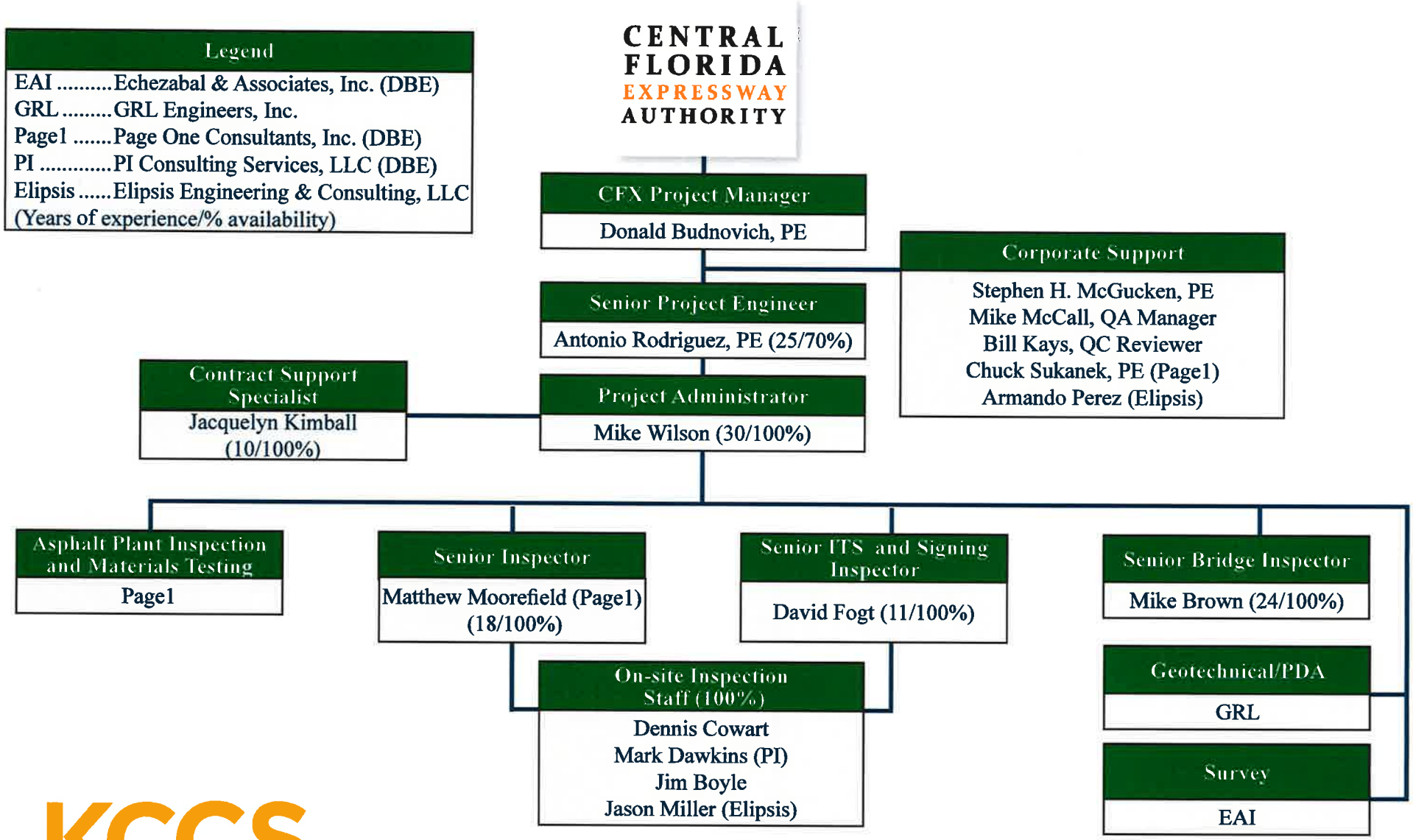
Exhibit C

# EXHIBIT D

# PROJECT ORGANIZATIONAL CHART

# Organizational Chart

**CEI Services for SR 429 (Wekiva Parkway)**
**Project No. 429-205 | Contract No. 001088R**




KCCS CONSTRUCTION SERVICES

# CONSENT AGENDA ITEM

# #5

MEMORANDUM

TO: CFX Board Members

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

Date: April 26, 2016

Subject: Consent Agenda
Construction Contract Modifications

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

| Contract No. | Name | Contract Description | Original Contract Amount ($) | Previous Authorized Adjustments ($) | Requested ($) May 2016 | Total Amount ($) to Date* | Time Increase or Decrease |
|---|---|---|---|---|---|---|---|
| 417-129 | Traffic Control Devices, Inc. | SR 417/Landstar Blvd. Traffic Signal Improvements | 395,231.00 | 0.00 | ($34,649.86) | 360,581.14 | 0 |
| 599-132 | Gomez Construction Co. | Design/Build Services for Backup Data Center | 1,947,162.00 | 0.00 | $22,215.13 | 1,969,377.13 | 0 |
| 528-405 | Southland Construction, Inc. | SR 528 Airport Mainline Toll Plaza Demolition & Ramp Plaza Construction | 38,708,813.52 | 161,824.10 | $52,686.46 | 38,923,324.08 | +21 |
| | | | | **TOTAL** | **$40,251.73** | | |

* Includes Requested Amount for current month.

Reviewed By: _____
Joseph A. Berenis, P.E., Chief of Infrastructure

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

**Contract 417-129: SR 417/Landstar Blvd. Traffic Signal Improvements**
**Traffic Control Devices, Inc.**
**SA 417-129-0516-01**

Adjustments for Contract Items

This adjustment in contract pay item quantities is requested by staff to accurately reflect minor field adjustments to the work and capture the actual work performed by the Contractor to accomplish the intent of the project.

| | | |
|---|---|---|
| OVERRUN THE FOLLOWING ITEMS: | | |
| Asphalt Concrete Friction Course, Traffic C, FC-12.5, PG 76-22, PMA | $ | 2,832.20 |
| Concrete Curb and Gutter (Type F) | $ | 45.50 |
| Concrete Sidewalk and Driveways, 4" Thick | $ | 510.00 |
| Detectable Warnings | $ | 1,032.00 |
| Pull and Splice Box, F&I, 13"x24" Cover Size | $ | 598.00 |
| Retro-Reflective Pavement Marker | $ | 24.00 |
| Thermoplastic Pavement Markings, Std, White, Solid, 8" | $ | 241.43 |
| Preformed Tape, High Performance, White, Solid, 18" | $ | 192.00 |
| Preformed Tape, High Performance, Yellow, Solid, 6" | $ | 464.55 |
| | $ | 5,939.68 |
| UNDERRUN THE FOLLOWING ITEMS: | | |
| Portable Changeable Message Sign, Temporary | $ | (1,026.00) |
| Milling Existing Asphalt Pavement, 1-1/2" Avg. Depth | $ | (1,107.00) |
| Conduit, F&I, Directional Bore | $ | (4,059.00) |
| Thermoplastic Pavement Markings, Preformed, White, Solid, 12" | $ | (76.00) |
| Thermoplastic Pavement Markings, Preformed, White, Solid, 24" | $ | (323.00) |
| Allowance for Disputes Review Board | $ | (5,000.00) |
| Work Order Allowance | $ | (28,998.54) |
| | $ | (40,589.54) |
| **TOTAL AMOUNT FOR PROJECT 417-129** | **$** | **(34,649.86)** |

**Contract 599-132: Design/Build Services for Backup Data Center**
**Gomez Construction Co.**
**SA 599-132-0516-01**

Contract Plan Revisions

Staff requests authorization to adjust the scope of work of this project by adding several elements that will increase the functionality, reliability and security of this new facility. These elements include an adjustment to the water closet, the addition of pull boxes and conduits from the building exterior to the utility room, the addition of an Automatic Transfer Switch (ATS) on the output side of the parallel Uninterrupted Power Supply (UPS) system, and the addition of electrical outlets in the server area. Each new element is itemized below along with the costs to incorporate the changes in the final design plans.

| | | |
|---|---|---|
| ADD THE FOLLOWING ITEMS: | | |
| Design and Plans for Added Pull Box, ATS, Receptacles and Urinal | $ | 2,518.14 |
| Urinal (furnished and installed) | $ | 1,981.98 |
| In Ground Pull Box (furnished and installed) | $ | 9,500.68 |
| 30A ATS and Computer Panel (furnished and installed) | $ | 6,087.36 |
| Duplex Receptacles (furnished and installed) | $ | 2,126.97 |
| | $ | 22,215.13 |
| **TOTAL AMOUNT FOR PROJECT 599-132** | **$** | **22,215.13** |

**Contract 528-405: SR 528 Airport Mainline Toll Plaza Demolition & Ramp Plaza Construction**
**Southland Construction, Inc.**
**SA 528-405-0516-04**

Eastbound Shoulder Milling

Staff requests authorization to mill in resurface the shoulder pavement in lieu of the full depth reconstruction from Station 735+00 to Station 750+14 RT. This change will eliminate an undesirable traffic condition but will not sacrifice the structural sufficiency of the new shoulder.

| | | |
|---|---|---|
| DECREASE THE FOLLOWING ITEMS: | | |
| 6" Limerock Base | $ | (19,045.16) |
| Type B Stabilizer | $ | (8,391.87) |
| | $ | (27,437.03) |
| ADD THE FOLLOWING ITEM: | | |
| Mill Existing Asphalt 4.5" Avg. | $ | 10,829.92 |
| Sub-Total: Eastbound Shoulder Milling | $ | (16,607.11) |

Plaza Asphalt Milling

It has been confirmed that the existing asphalt thickness within the existing mainline plaza location exceeded what could have been originally anticipated during the bidding process. The Contractor anticipated a 4" total thickness for removal when in fact he encountered up to 13" of total thickness. Staff recommends payment for this unforeseeable and additional work for the removal of the additional asphalt material encountered.

| | | |
|---|---|---|
| ADD THE FOLLOWING ITEM: | | |
| Plaza Asphalt Milling | $ | 8,627.50 |

Plan Revision #8

The revised permanent location of Frontage Rd., established with GOAA and FAA, required modifications to the original Contract plans. These revisions had an impact on the demolition of old Frontage Road, the construction of Pond C, a revision to the Maintenance of Traffic plans for Phases 2B and 2C, milling and resurfacing of Frontage Rd., and a revision to the barrier wall between west bound SR 528 and Frontage Rd. Staff recommends the following adjustments to the contract associated with this revision and a non-compensable 21 calendar day increase.

| | | |
|---|---|---|
| ADD THE FOLLOWING ITEMS: | | |
| Fence Gate, Type B, 20' | $ | 2,840.38 |
| Underdrain, Type V, 8" | $ | 69,060.49 |
| Trench Drain, 18" | $ | 62,205.91 |
| Limerock Base, OBG 1, 4" | $ | 37,224.69 |
| Demo Existing Rd. - Reconstruction Area | $ | 6,074.86 |
| Limerock Base, OBG 6, 8" | $ | 20,027.82 |
| Temp MOT and Striping (Frontage Rd.) | $ | 4,234.00 |
| Temp MOT and Striping (SR 528) | $ | 14,514.72 |

| | | |
|---|---|---|
| Demo Existing Barrier Wall | $ | 5,495.84 |
| Demo Existing Rd. (Frontage Rd.) | $ | 34,916.43 |
| | $ | 256,595.14 |

DECREASE THE FOLLOWING ITEMS:

| | | |
|---|---|---|
| Excavation | $ | (43,749.08) |
| Underdrain, Type V, 6" | $ | (277,114.11) |
| Underdrain Outlet Pipe, 8" | $ | (1,232.40) |
| Light Pole CDS, Conventional | $ | (3,129.76) |
| | $ | (325,225.35) |

INCREASE THE FOLLOWING ITEMS:

| | | |
|---|---|---|
| Median Barrier Wall | $ | 60,077.23 |
| Fencing, Type B, 6' | $ | 207.18 |
| Embankment | $ | 28,310.10 |
| Glare Screen | $ | 19,433.30 |
| 6" Underdrain Outlet Pipe | $ | 1,119.15 |
| 18" RCP | $ | 4,182.40 |
| 18" MES Cross Drain | $ | 785.37 |
| Retro-Reflective Pavement Markers | $ | 466.56 |
| Thermoplastic 6" Yellow Solid | $ | 7,712.68 |
| Thermoplastic 6" White Solid | $ | 7,713.49 |
| Asphalt Friction Course FC 9.5, 1" | $ | 41,019.28 |
| Asphalt Traffic C, 1.5" | $ | 11,213.54 |
| Type B Stabilization | $ | 8,792.73 |
| Milling Existing Pavement, 1" | $ | 23,498.93 |
| Pipe Filling and Plugging | $ | 2,016.80 |
| Performance Turf | $ | 14,941.08 |
| Light Pole CDS, Wall Mounted | $ | 572.88 |
| | $ | 232,062.70 |

Increase 21 non-compensable Calendar Days

| | | |
|---|---|---|
| Sub-Total: Plan Revision #8 | $ | 163,432.49 |

Westbound Temporary Barrier Wall Relocation

The plans require the reconstruction of a shoulder without delineating provisions for separating traffic from the work zone. Staff authorized the relocation of 2,746 LF of temporary barrier wall with a temporary impact attenuator. Staff recommends sharing the cost of this work with the Contractor.

ADD THE FOLLOWING ITEM:

| | | |
|---|---|---|
| Relocate Existing Temporary Barrier Wall | $ | 8,520.11 |

Fuel Price Index Adjustment - November 2015 through March 2016

The Contract contains provisions for Fuel Price Index adjustments. In accordance with the Contract specifications, the Engineer has calculated adjustments for the period of November 2015 through March 2016. Adjustments were made only if the current month fuel price is greater or less than 5% of Bid/Base Fuel Price. During this period of time $3,808,721.91 of construction was performed/produced.

ADD THE FOLLOWING ITEMS:

*3/14 Gas Base Price=2.7729; Diesel Base Price=3.3311*

| | | |
|---|---|---|
| Fuel Price Adjustment November 2015 (Gas Price=1.4882/Diesel Price=1.5633) | $ | (48,976.51) |
| Fuel Price Adjustment December 2015 (Gas Price=1.3555/Diesel Price=1.3852) | $ | (35,140.67) |
| Fuel Price Adjustment January 2016 (Gas Price=1.3468/Diesel Price=1.2602) | $ | (12,751.20) |
| Fuel Price Adjustment February 2016 (Gas Price=1.1907/Diesel Price=1.1750) | $ | (4,928.06) |
| Fuel Price Adjustment March 2016 (Gas Price=1.1740/Diesel Price=1.1800) | $ | (9,490.09) |
| | $ | (111,286.53) |

**TOTAL AMOUNT FOR PROJECT 528-405** **$ 52,686.46**

# CONSENT AGENDA ITEM

# #6

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement

DATE: April 26, 2016

SUBJECT: Authorization for Approval of Supplemental Agreement No. 1
S.R. 528 Econlockhatchee River Bridge Replacement
Project 528-131, Contract No. 001098

---

Board approval is requested for Supplemental Agreement No. 1 with WSP | Parsons Brinkerhoff in the not-to-exceed amount of $165,355.60. Supplemental Agreement No. 1 consists of two individual parts, Supplemental No. 1A and Supplemental No. 1B, each provided by WSP | Parsons Brinkerhoff and included as backup to this request.

Services consist of additional design efforts relating to the design of a stormwater ponds. After coordination with the St. Johns Water Management District through the permitting process, it was discovered that additional stormwater treatment would be required.

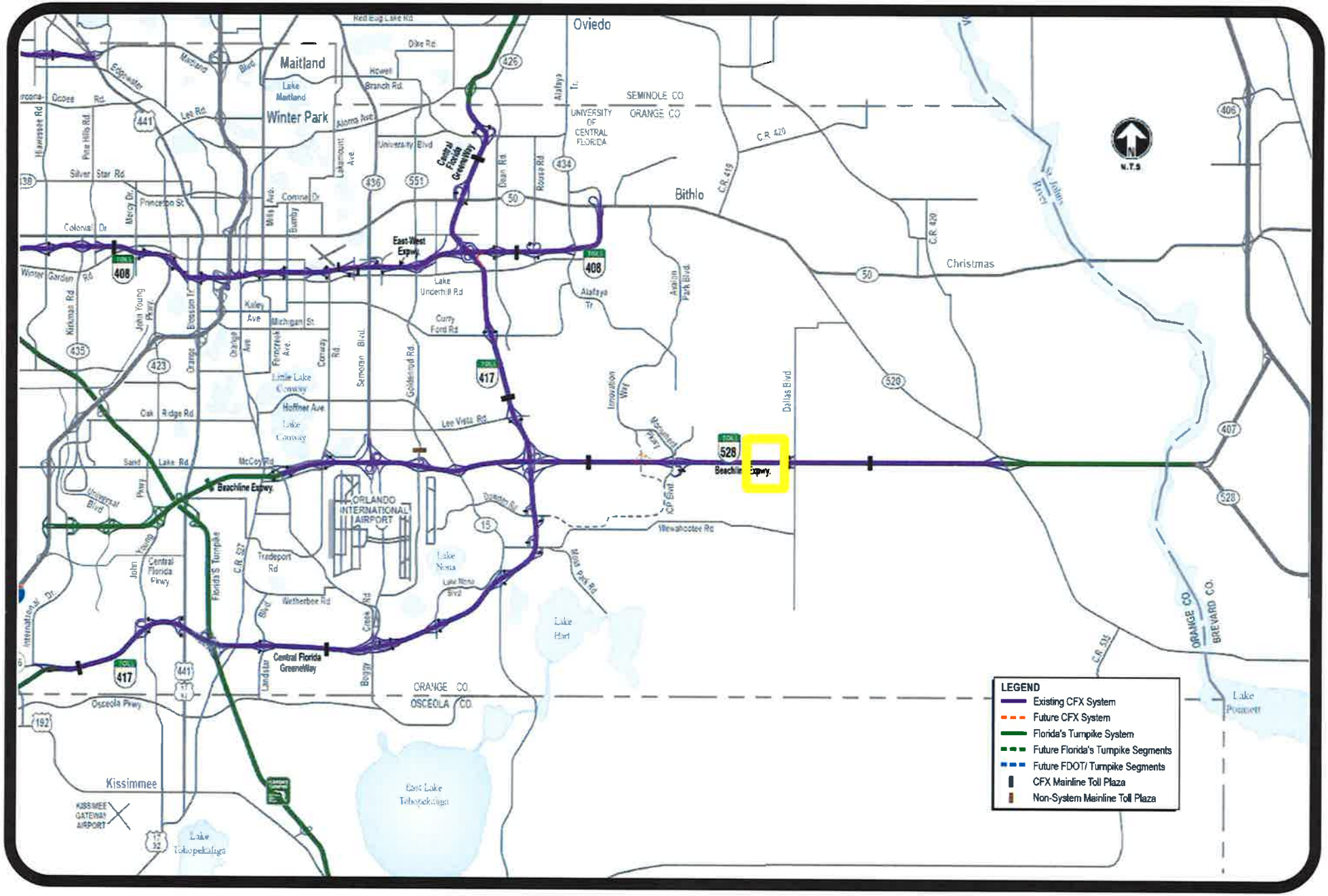
The additional services also include design efforts relating to the accommodation of the All Aboard Florida corridor, the removal of unsuitable subsurface soils and the relocation of the existing fiber optic network on the North side of S.R. 528 within the project limits.

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

| | |
|---|---|
| Original Contract Amount | $1,200,000.00 |
| Amount of Supplemental Agreement No. 1 | $ 165,355.60 |
| Total Revised Contract Amount | $1,365,355.60 |

Reviewed by:

Glenn Pressimone, PE
Director of Engineering




Project Location Map for
S.R. 528 Econlockhatchee River Bridge Replacement (528-131)

Project 528-131
Contract 001098

**SUPPLEMENTAL AGREEMENT NO. 1**

**TO**

**AGREEMENT FOR PROFESSIONAL SERVICES**

**FINAL DESIGN**

**S.R. 528/Econlockhatchee River Bridge Replacement**

THIS SUPPLEMENTAL AGREEMENT is made and entered into this _____ day of_____, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida, hereinafter called "CFX" and the consulting firm of PARSONS BRINCKERHOFF, INC. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.00 and 12.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 13th Day of August 2015, provides that in the event that CFX shall change the amount of work in Exhibit A of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the CONSULTANT'S April 22, 2016 transmittal to CFX, which is attached hereto and made a part of this Supplemental Agreement.

2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:

   a. The Salary related costs are adjusted upward by $169,674.42 to $815,471.48.

   b. The Direct Expenses (Lump Sum) remain unchanged at $4,887.59

   c. The Subcontract Items are adjusted upward by $51,341.97 to $544,996.53.

      - Antillian $38,617.52
      - VHB $8,102.81
      - WBQ $4,621.64

   d. The Allowance is adjusted downward by $55,660.79 to $0.00

   e. The total Maximum Limiting Amount is adjusted upward by $165,355.60 to $1,365,355.60

3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Agreement for Professional Services, 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.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

Attest:_____ By:_____
Assistant Secretary Director of Procurement

PARSONS BRINCKERHOFF, INC.

Attest:_____ By:_____
Print Name: Title:

Approved as to form and execution, only.

_____
General Counsel for CFX

R:\Departments\Engineering\General\528-131\Supplemental Agreements\Parsons Brinckerhoff-528-131 - SA1.doc

WSP | PARSONS BRINCKERHOFF

301 East Pine Street
Suite 1020
Orlando, FL 32801
Main: 407-587-7800
wsp-pb.com/usa

April 22, 2016

Mr. Glenn Pressimone, PE
Central Florida Expressway Authority
4974 Orl Tower Rd, Orlando, FL 32807

Re: Supplemental Services, Revised

Dear Mr. Pressimone:

This supplemental request covers the following additional services associated with this project. Additional details regarding these supplementals and associated fees are included in the attachments.

Supplemental No. 1A – Design of New Stormwater Management Facility
Supplemental No. 1B – Design of Grading Improvements to New Right-of-Way for All Aboard Florida and MSE Wall Improvements to Accommodate Future Expansion of SR 528

Please call if any further information is needed.

Very Truly Yours,
WSP|Parsons Brinckerhoff

Greg T. Smith, PE
Vice President

cc: Jeannie Perez

## Parsons Brinckerhoff

# SR 528 ECONLOCKHATCHEE BRIDGE WIDENING TO DALLAS BLVD PROJECT № 528-131

## Supplemental No. 1A
## Scope of Services

**Supplemental Services Description:**

This supplemental request covers additional services for the design of a stormwater treatment pond and preparing cross-sections to reflect the All Aboard Florida (AAF) improvements.

Prior to receiving NTP, PB held discussions with SJRWMD, who indicated that stormwater permitting would not be necessary under the proposed Econ River bridge reconstruction project (similar to the SR 50 design build project). SJRWMD indicated at the time that permitting could be delayed until the future widening of SR 528 takes place.

However, after receiving NTP, PB held a meeting with other SJRWMD personnel and after internal consultations, SJRWMD determined that stormwater permitting would be necessary under this contract. Consequently, supplemental efforts are needed to design a stormwater pond which has been tentatively sited for the NW quadrant of the Dallas Boulevard Interchange in an existing pond site.

Also, CFX has requested that preliminary cross-sections be prepared to show the proposed AAF improvements. Once this work is completed, additional grading, drainage design, and other plan sheet modifications may be initiated by CFX, though this engineering and plan production are not part of this supplemental.

The services under this supplemental include additional project plan sheets for the Stormwater Management Facility (SMF) and preliminary cross-sections reflecting only the AAF improvements, and not final grading. Additional geotechnical borings and surveys for the SMF are also included to support this design. No surveys or geotechnical services are included at this time for the AAF improvements, though depending on the desired level of engineering by CFX, additional surveys and/or geotechnical services may be requested under a separate supplemental.

## ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: SR 528-131
County:
FPN:
FAP No.

### SUPPLEMENTAL ADDITIONAL SERVICES NO. 1A

Consultant Name: Parsons Brinckerhoff
Consultant No : 528-131
Date: 4/22/2016
Estimator: insert name

| Staff Classification | Total Staff Hours From "SH Summary - | Manager | Senior Engineer | Engineer | Designer | CADD Support | Structures Manager | Senior Struct Eng | Struct Proj Engineer | Struct Engineer | Engineer Intern | Structures Designer | Staff Classification 12 | SH By Activity | Salary Cost By Activity | Average Rate Per Task |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | $79.16 | $69.17 | $53.14 | $45.28 | $34.65 | $0.00 | $69.48 | $0.00 | $37.38 | $0.00 | $0.00 | $0.00 | | | |
| 3 Project General and Project Common Tasks | 11 | 11 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 11 | $871 | $79.16 |
| 4 Roadway Analysis | 126 | 8 | 23 | 33 | 32 | 30 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 126 | $6,466 | $51.32 |
| 5 Roadway Plans | 190 | 11 | 33 | 50 | 48 | 48 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 190 | $9,647 | $50.77 |
| 6 Drainage Analysis | 82 | 5 | 14 | 21 | 21 | 21 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 82 | $4,159 | $50.72 |
| 7 Utilities | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 8 Environmental Permits, Compliance & Clearances | 26 | 2 | 6 | 6 | 7 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 26 | $1,382 | $53.17 |
| 9 Structures - Misc Tasks, Dwgs, Non-Tech | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 10 Structures - Bridge Development Report | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 11 Structures - Temporary Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 12 Structures - Short Span Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 13 Structures - Medium Span Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 14 Structures - Structural Steel Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 15 Structures - Segmental Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 16 Structures - Movable Span | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 17 Structures - Retaining Walls | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 18 Structures - Miscellaneous | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 19 Signing & Pavement Marking Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 20 Signing & Pavement Marking Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 21 Signalization Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 22 Signalization Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 23 Lighting Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 24 Lighting Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 25 Landscape Architecture Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 26 Landscape Architecture Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 27 Survey (Field & Office Support) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 28 Photogrammetry | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 29 Mapping | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 30 Geotechnical | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 31 Architecture Development | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 32 Noise Barriers Impact Design Assessment | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 33 Intelligent Transportation Systems Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 34 Intelligent Transportation Systems Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| Total Staff Hours | 435 | 37 | 76 | 110 | 108 | 104 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 435 | | |
| Total Staff Cost | | $2,928.92 | $5,256.92 | $5,845.40 | $4,890.24 | $3,603.60 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | | $22,525.08 | $51.78 |

Check = $22,525.08

| Survey Field Days by Subconsultant |
|---|
| 4 - Person Crew: |

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

| | | |
|---|---|---|
| SALARY RELATED COSTS: | | $22,525.08 |
| OVERHEAD: | 153.94% | $34,675.11 |
| OPERATING MARGIN: | 12% | $6,864.02 |
| FCCM (Facilities Capital Cost Money): | 0.00% | |
| LUMP SUM EXPENSES: | | |
| Survey (Field - if by Prime 0 | 4-man crew days @ $ - / day | |
| **SUBTOTAL ESTIMATED FEE:** | | **$64,064.21** |
| Subconsulta Arrillian | | $7,889.13 |
| Subconsulta GEC | | |
| Subconsulta VHB | | |
| Subconsulta WBQ | | $4,621.64 |
| Subconsulta McKim and Creed | | |
| **SUBTOTAL SUBCONSULTANTS:** | | **$12,510.77** |
| **GRAND TOTAL ESTIMATED FEE:** | | **$76,574.98** |

## Project Activity 3: Project Common and Project General Tasks

Estimator:

Updated 080818

0
0

| Task No. | Task | Units | No of Units | Hours/ Unit | SUPPLEMENT | Comments |
|---|---|---|---|---|---|---|
| 3.1 | Public Involvement | | 1 | 0 | 0 | |
| 3.1.1 | Community Awareness Plan | LS | 1 | 0 | 0 | |
| 3.1.2 | Notifications | LS | 1 | 0 | 0 | |
| 3.1.3 | Prepare Mailing Lists | LS | 1 | 0 | 0 | |
| 3.1.4 | Median Modification Letters | LS | 1 | 0 | 0 | |
| 3.1.5 | Driveway Modification Letters | LS | 1 | 0 | 0 | |
| 3.1.6 | Newsletters | LS | 1 | 0 | 0 | |
| 3.1.7 | Renderings and Fly Throughs | LS | 1 | 0 | 0 | |
| 3.1.8 | PowerPoint Presentation | LS | 1 | 0 | 0 | |
| 3.1.9 | Public Meeting Preparations | LS | 1 | 0 | 0 | |
| 3.1.10 | Public Meeting Attendance/Followup | LS | 1 | 0 | 0 | |
| 3.1.11 | MPO Meetings | LS | 1 | 0 | 0 | |
| 3.1.12 | Web Site | LS | 1 | 0 | 0 | |
| 3.1 Public Involvement Subtotal | | | | | 0 | |
| 3.2 | Quality Control Plan | EA | 1 | 0 | 0 | |
| 3.3 | Specifications Package Preparation | LS | 1 | 0 | 0 | |
| 3.4 | Contract Maintenance | LS | 1 | 0 | 0 | |
| 3.5 | Value Engineering (Multi-Discipline Team) Review | LS | 1 | 0 | 0 | |
| 3.6 | Prime Consultant Project Manager Meetings | LS | 1 | 11 | 11 | See Listing Below |
| 3.7 | Plans Update | LS | 1 | 0 | 0 | |

## Project Activity 3: Project Common and Project General Tasks

| Task No. | Task | Units | No of Units | Hours/ Unit | SUPPLEMENT | Comments |
|---|---|---|---|---|---|---|
| 3.8 | Post Design Services | LS | 1 | 0 | 0 | |
| 3.9 | Electronic Delivery | LS | 1 | 0 | 0 | |
| 3.10 | Other Project General Tasks | LS | 1 | 0 | 0 | |
| **3. Project Common and Project General Tasks Total** | | | | | **11** | |

**3.6 - List of Project Manager Meetings**

| | | | | | |
|---|---|---|---|---|---|
| Roadway Analysis | EA | 0 | 3 | 0 | |
| Drainage | EA | 1 | 3 | 3 | For SMF Permit Meeting. |
| Utilities | EA | 0 | 3 | 0 | |
| Environmental | EA | 0 | 3 | 0 | For SMF. |
| Structures | EA | 0 | 3 | 0 | |
| Signing & Pavement Marking | EA | 0 | 0 | 0 | |
| Signalization | EA | 0 | 0 | 0 | |
| Lighting | EA | 0 | 0 | 0 | |
| Landscape Architecture | EA | 0 | 0 | 0 | |
| Survey | EA | 0 | 0 | 0 | |
| Photogrammetry | EA | 0 | 0 | 0 | |
| ROW & Mapping | EA | 0 | 0 | 0 | |
| Geotechnical | EA | 0 | 3 | 0 | |
| Architecture | EA | 0 | 0 | 0 | |
| Noise Barriers | EA | 0 | 0 | 0 | |
| ITS Analysis | EA | 0 | 0 | 0 | |
| | | | | | |
| Bi-Weekly Progress Meetings | EA | | 4 | 0 | |
| Phase Reviews | EA | | 3 | 0 | |
| Field Reviews | EA | 1 | 8 | 8 | For SMF and AAF. |
| **Total Project Manager Meetings** | | 2 | | 11 | |

**Notes:**

1. **If the hours per meeting vary in length (hours) enter the average in the hour/unit column.**
2. **Do not double count agency meetings between permitting agencies.**
3. **Project manager meetings are calculated in each discipline sheet and brought forward to column D except for Photogrammetry.**

## Project Activity 4: Roadway Analysis

Estimator:

0
0

| Task No. | Task | Units | No of Units | Hours/ Unit | SUPPLEMENT | Comments |
|---|---|---|---|---|---|---|
| 4.1 | Typical Section Package | LS | 1 | 0 | 0 | |
| 4.2 | Pavement Design Package | LS | 1 | 0 | 0 | |
| 4.3 | Access Management | LS | 1 | 0 | 0 | |
| 4.4 | Horizontal/Vertical Master Design Files | LS | 1 | 0 | 0 | |
| 4.5 | Cross Section Design Files | LS | 1 | 94 | 94 | 70 Hrs/MI x 1000/5280 = 14 Hrs For SMF and 70 Hrs/Mi x 6000/5280 = 80 Hr to Integrate AAF Improvements into CFX file. STA 1390 to STA 1450 for AAF. |
| 4.6 | Traffic Control Analysis | LS | 1 | 0 | 0 | |
| 4.7 | Master TCP Design Files | LS | 1 | 0 | 0 | |
| 4.8 | Design Variations and Exceptions | LS | 1 | 0 | 0 | |
| 4.9 | Preliminary Design Report | LS | 1 | 0 | 0 | |
| 4.10 | Computation Book & Quantities | LS | 1 | 8 | 8 | Develop additional quantities associated SMF. Does not include quantities for AAF. |
| 4.11 | Cost Estimate | LS | 1 | 8 | | |
| 4.12 | Technical Special Provisions | LS | 1 | 0 | 0 | |
| 4.13 | Submittal Preparations | EA | 5 | 0 | 0 | |
| | **Roadway Analysis Technical Subtotal** | | | | **102** | |
| 4.14 | Field Reviews | LS | 1 | 8 | 8 | |
| 4.15 | Technical Meetings | LS | 1 | 0 | 0 | |
| 4.16 | Quality Assurance/Quality Control | LS | % | 5% | 6 | |
| 4.17 | Independent Peer Review | LS | % | 0% | 0 | |
| 4.18 | Supervision | LS | % | 5% | 6 | |
| | **Roadway Analysis Nontechnical Subtotal** | | | | **20** | |
| 4.19 | Coordination | LS | % | 3% | 4 | |
| | **4. Roadway Analysis Total** | | | | **126** | |

## Project Activity 4: Roadway Analysis

| Task No. | Task | Units | No of Units | Hours/ Unit | SUPPLEMENT | Comments |
|---|---|---|---|---|---|---|
| | **Technical Meetings** | | | | | |
| | Typical Section | EA | | | | |
| | Pavement | EA | | | | |
| | Access Management | EA | | | | |
| | 15% Line and Grade | EA | | | | |
| | Driveways | EA | | | | |
| | Local Governments (cities, counties, MPO) | EA | | | | |
| | Work Zone Traffic Control | EA | | | | |
| | 30/60/90/100% Comment Review Meeting: | EA | | | | |
| | Other Meetings | EA | 1 | 8 | | |
| | **Subtotal Technical Meetings** | | | | **0** | |
| | Progress Meetings | EA | | | | |
| | Phase Review Meetings | EA | | | | |
| | **Total Meetings** | | | | **0** | |
| | | | | | Carries to 4 15 | |

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

## Project Activity 5: Roadway Plans

Estimator:

0
0

| Task No. | Task | Scale | Units | No. of Units | SUPPLEMENTAL | No. of Sheets | Total Hours | Comments |
|---|---|---|---|---|---|---|---|---|
| 5.1 | Key Sheet | | Sheet | 1 | 2 | 1 | 2 | Update for SMF. Does Not Include AAF |
| 5.2 | Summary of Pay Items Including Quantity Input | | Sheet | 0 | 0 | 0 | 0 | |
| 5.3 | Drainage Map | | Sheet | 1 | 24 | 1 | 24 | Update for SMF. Does Not Include AAF |
| 5.4 | Interchange Drainage Map | | Sheet | 0 | 0 | 0 | 0 | |
| 5.5 | Typical Section Sheets | | Sheet | 0 | 0 | 0 | 0 | |
| 5.6 | General Notes/Pay Item Notes | | Sheet | 0 | 0 | 0 | 0 | |
| 5.7 | Summary of Quantities | | Sheet | 0 | 0 | 0 | 0 | |
| 5.8 | Box Culvert Data Sheet | | Sheet | 0 | 6 | 0 | 0 | |
| 5.9 | Bridge Hydraulics Recommendation Sheets | | Sheet | 0 | 36 | 0 | 0 | |
| 5.10 | Summary of Drainage Structures | | Sheet | 0 | 0 | 0 | 0 | |
| 5.11 | Optional Pipe/Culvert Material | | Sheet | 0 | 0 | 0 | 0 | |
| 5.12 | Project Layout | | Sheet | 0 | 12 | 0 | 0 | |
| 5.13 | Plan/Profile Sheet | | Sheet | 0 | 0 | 0 | 0 | |
| 5.14 | Profile Sheet | | Sheet | 0 | 7 | 0 | 0 | Does Not Include AAF |
| 5.15 | Plan Sheet | | Sheet | 0 | 7 | 0 | 0 | Does Not Include AAF |
| 5.16 | Special Profile | | Sheet | 0 | 0 | 0 | 0 | |
| 5.17 | Back of Sidewalk Profile Sheet | | Sheet | 0 | 0 | 0 | 0 | |
| 5.18 | Interchange Layout Sheet | | Sheet | 0 | 0 | 0 | 0 | |
| 5.19 | Ramp Terminal Details (Plan View) | | Sheet | 0 | 0 | 0 | 0 | |
| 5.20 | Intersection Layout Details | | Sheet | 0 | 0 | 0 | 0 | |

## Project Activity 5: Roadway Plans

| Task No. | Task | Scale | Units | No. of Units | SUPPLEMENTAL | No. of Sheets | Total Hours | Comments |
|---|---|---|---|---|---|---|---|---|
| 5.21 | Miscellaneous Detail Sheets | | Sheet | 0 | 24 | 0 | 0 | |
| 5.22 | Drainage Structure Sheet (Per Structure) | | EA | 8 | 3 | 4 | 24 | 2 Outfall / 2 Control Structures Plus 4 Add Struc |
| 5.23 | Miscellaneous Drainage Detail Sheets | | Sheet | 2 | 24 | 2 | 48 | Control Structure Detail Sheet and One Sheet for Details for temp ditch blocks for treatment during construction. |
| 5.24 | Lateral Ditch Plan/Profile | | Sheet | 0 | 16 | 0 | 0 | |
| 5.25 | Lateral Ditch Cross Sections | | EA | 0 | 0 | | 0 | |
| 5.26 | Retention/Detention Ponds Detail Sheet | | Sheet | 1 | 12 | 1 | 12 | SMF Only. |
| 5.27 | Retention Pond Cross Sections | | EA | 2 | 1 | 1 | 2 | SMF Only. |
| 5.28 | Cross-Section Pattern Sheet | | Sheet | 0 | 8 | 0 | 0 | |
| 5.29 | Roadway Soil Survey Sheet | | Sheet | 0 | 4 | 0 | 0 | |
| 5.30 | Cross Sections | | EA | 120 | 0.5 | | 60 | For AAF. |
| 5.31 | Traffic Control Plan Sheets | | Sheet | 0 | 10 | 0 | 0 | |
| 5.32 | Traffic Control Cross Section Sheets | | EA | 0 | 0.5 | | 0 | |
| 5.33 | Traffic Control Detail Sheets | | Sheet | 0 | 12 | 0 | 0 | |
| 5.34 | Utility Adjustment Sheets | | Sheet | 0 | 8 | 0 | 0 | |
| 5.35 | Selective Clearing and Grubbing | | Sheet | 0 | 7 | 0 | 0 | |
| 5.36 | Erosion Control Plan | | Sheet | | 4 | 0 | 0 | |
| 5.37 | SWPPP | | Sheet | 0 | 6 | 0 | 0 | |
| 5.38 | Project Control Network Sheet | | Sheet | 0 | 0 | 0 | 0 | |
| 5.39 | Environmental Detail Sheets | | LS | 0 | 0 | | 0 | |
| 5.40 | Utility Verification Sheet (SUE Data) | | Sheet | 0 | 0 | 0 | 0 | |
| **Roadway Plans Technical Subtotal** | | | | | | **10** | **172** | |

## Project Activity 5: Roadway Plans

| Task No. | Task | Scale | Units | No. of Units | SUPPLEMENTAL | No. of Sheets | Total Hours | Comments |
|---|---|---|---|---|---|---|---|---|
| 5.41 | Quality Assurance/Quality Control | | LS | % | 5% | | 9 | |
| 5.42 | Supervision | | LS | % | 5% | | 9 | |
| **5. Roadway Plans Total** | | | | | | **10** | **190** | |

## Project Activity 6: Drainage Analysis

Estimator:

0
0

| Task No. | Task | Units | No of Units | Hours/ Unit | SUPPLEMENT | Comments |
|---|---|---|---|---|---|---|
| 6.1 | Determine Base Clearance Water Elevation | Per Location | 0 | 0 | 0 | |
| 6.2 | Pond Siting Analysis | Per Basin | 2 | 16 | 32 | Siting Analysis for SMF and for FCP. |
| 6.3 | Design of Cross Drains | EA | 0 | 0 | 0 | |
| 6.4 | Design of Roadway Ditches | Per Ditch Mile | 0 | 0 | 0 | |
| 6.5 | Design of Outfalls | EA | 0 | 0 | 0 | |
| 6.6 | Design of Stormwater Management Facility (Offsite Pond) | EA | | 40 | 0 | Modifications to Pond 1-A, NW Quad of Dallas Blvd Interchange - Covered under Original Agreement |
| 6.7 | Design of Stormwater Management Facility (Roadside Ditch as Linear Pond or Infield Pond) | Per System | 0 | 0 | 0 | |
| 6.8 | Design of Flood Plain Compensation Area | Per Encroachment | 0 | 0 | 0 | SJRWMD Has Requested Floodplain Impact Calcs Which Will Be Covered by Hours in Original Proposal. |
| 6.9 | Design of Storm Drains | EA | 8 | 2 | 16 | For SMF. Does Not Include AAF. |
| 6.10 | Optional Culvert Material | LS | 0 | 0 | 0 | |
| 6.11 | French Drain Systems | Per 1000 Feet of French Drain | 0 | 0 | 0 | |
| 6.12 | Drainage Wells | EA | 0 | 0 | 0 | |
| 6.13 | Drainage Design Documentation Report | LS | 1 | 16 | 16 | For SMF. Does Not Include AAF. |
| 6.14 | Bridge Hydraulic Report | EA | 0 | 0 | 0 | |
| 6.15 | Temporary Drainage Analysis | LS | 1 | 0 | 0 | |
| 6.16 | Cost Estimate | LS | | 8 | 0 | |
| 6.17 | Technical Special Provisions | LS | 1 | 0 | 0 | |

## Project Activity 6: Drainage Analysis

| Task No. | Task | Units | No of Units | Hours/ Unit | SUPPLEMENT | Comments |
|---|---|---|---|---|---|---|
| 6.18 | Other Drainage Analysis | LS | 1 | 0 | 0 | |
| | **Drainage Analysis Technical Subtotal** | | | | **64** | |
| 6.19 | Field Reviews | LS | 0 | 0 | 0 | |
| 6.20 | Technical Meetings | LS | 1 | 8 | 8 | |
| 6.21 | Quality Assurance/Quality Control | LS | % | 5% | 4 | |
| 6.22 | Independent Peer Review | LS | % | 0% | 0 | |
| 6.23 | Supervision | LS | % | 5% | 4 | |
| | **Drainage Analysis Nontechnical Subtotal** | | | | **16** | |
| 6.24 | Coordination | LS | % | 3% | 2 | |
| | **6. Drainage Analysis Total** | | | | **82** | |

| **Technical Meetings** | | | | |
|---|---|---|---|---|
| Base Clearance Water Elevation | EA | | | |
| Pond Siting | EA | | | |
| *Agency* | *EA* | *1* | *8* | *8* |
| *Local Governments (cities, counties)* | *EA* | | | |
| *CFX/Atkins Drainage* | *EA* | | | |
| Other Meetings (Bi- weekly Team Meetings) | EA | | | |
| **Subtotal Technical Meetings** | | | | |
| Progress Meetings (if required by CFX) | EA | | | |
| Phase Review Meetings | EA | | | |
| **Total Meetings** | | | | **8** |

Carries to 6.20

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

## Project Activity 8: Environmental Permits, Compliance and Clearances

Estimator:
Updated 080818

0
0

| Task No. | Task | Units | No. of Units | Hours/ Units | SUPPLEMENTA | Comments |
|---|---|---|---|---|---|---|
| 8.1 | Preliminary Project Research | LS | 1 | 0 | 0 | |
| 8.2 | Complete Permit Involvement Form | LS | 1 | 0 | 0 | |
| 8.3 | Establish Wetland Jurisdictional Lines and Assessments | LS | 1 | 8 | 8 | Coordination w/Atkins for AAF. |
| 8.4 | Agency Verification of Wetland Data | LS | 1 | 0 | 0 | |
| 8.5 | Complete And Submit All Required Permit Applications | LS | 1 | 15 | 15 | For SMF. Does Not Include AAF. |
| 8.6 | Prepare Dredge and Fill Sketches | LS | 1 | | 0 | TBD |
| 8.7 | Prepare USCG Permit Sketches | LS | 1 | 0 | 0 | Not Included |
| 8.8 | Prepare Water Management District Right-of-Way Occupancy Sketches | LS | 1 | 0 | 0 | |
| 8.9 | Prepare Coastal Construction Control Line (CCCL) Permit Application | LS | 1 | 0 | 0 | |
| 8.10 | Prepare Tree Permit Information | LS | 1 | 0 | 0 | Not Included |
| 8.11 | Mitigation Coordination and Meetings | LS | 1 | 0 | 0 | RHPZ & Wetlands - Not Required |
| 8.12 | Mitigation Design | LS | 1 | 0 | 0 | Not Included |
| 8.13 | Environmental Clearances and Technical Support | LS | 1 | 0 | 0 | Not Included |
| 8.14 | Environmental Clearances and Reevaluations | LS | 1 | 0 | 0 | Not Included |
| 8.15 | Other Environmental Permits | LS | 1 | 0 | 0 | Not Included |
| **Environmental Permits, Compliance and Clearances Technical Subtotal** | | | | | **23** | |
| 8.16 | Technical Meetings | LS | 1 | 0 | 0 | Meetings are listed below |
| 8.17 | Quality Assurance/Quality Control | LS | % | 5% | 1 | |
| 8.18 | Supervision | LS | % | 5% | 1 | |
| **Environmental Permits, Compliance and Clearances Nontechnical Subtotal** | | | | | **2** | |
| 8.19 | Coordination | LS | % | 3% | 1 | |
| **8. Environmental Permits, Compliance and Clearances Total** | | | | | **26** | |

## Project Activity 8: Environmental Permits, Compliance and Clearances

| Task No. | Task | Units | No. of Units | Hours/ Units | SUPPLEMENTA | Comments |
|---|---|---|---|---|---|---|
| | **Technical Meetings** | | | | | |
| | WMD | EA | | | | |
| | ACOE | EA | | | | |
| | USCG | EA | | | | |
| | USFWS | EA | | | | |
| | FFWCC | EA | | | | |
| | FDOT | EA | | | | |
| | Other Meetings | EA | | | | |
| | **Subtotal Technical Meetings** | | | | **0** | |
| | Progress Meetings | EA | 0 | 0 | 0 | |
| | Phase Review Meetings | EA | 0 | 0 | 0 | |
| | **Total Meetings** | | | | **0** | |
| | | | | | Carries to 8.16 | |

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

## Antillian Engineering

# SR 528 ECONLOCKHATCHEE RIVER BRIDGE WIDENING TO DALLAS BLVD
# PROJECT № 528-131

## Scope of Services Summary

**Project Description:**

**4.05 Geotechnical Investigation for New Proposed SWF**

- Perform site reconnaissance and utility clearance coordination.
- Perform a total of 2 auger borings to a depth of 20 feet each for the water retention area on the NW corner of the Dallas Boulevard interchange
- Visually examine all recovered soil samples in the laboratory utilizing the Unified Soil Classification System. Perform laboratory tests on selected representative soil samples, including grain size analysis, Atterberg limits, organic content, natural moisture content, LBR and corrosion series testing as appropriate.
- Collect groundwater level measurements and estimate wet seasonal high groundwater tables.

# ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT
## SA 1A

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

Consultant Name: PB/Antillian Engineering Associates, Inc
Consultant No.: enter consultants proj number
Date: 4/22/2016
Estimator: PGS

| Staff Classification | Total Staff Hours From "SH Summary - | Chief Eng | Senior Eng | Project Eng | Eng Intern | Sr. Eng Tech | CADD | Clerical | Staff Classification 8 | Staff Classification 10 | Staff Classification 11 | Staff Classification 12 | SH By Activity | Salary Cost By Activity | Average Rate Per Task |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | $0.00 | $135.63 | $133.38 | $0.00 | $0.00 | $83.09 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | | | |
| 3 Project General and Project Common Tasks | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 4 Roadway Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 5 Roadway Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 6a Drainage Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 6b Drainage Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 7 Utilities | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 8 Environmental Permits, Compliance & Clearances | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 9 Structures - Misc Tasks, Dwgs, Non-Tech | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 10 Structures - Bridge Development Report | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 11 Structures - Temporary Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 12 Structures - Short Span Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 13 Structures - Medium Span Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 14 Structures - Structural Steel Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 15 Structures - Segmental Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 16 Structures - Movable Span | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 17 Structures - Retaining Walls | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 18 Structures - Miscellaneous | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 19 Signing & Pavement Marking Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 20 Signing & Pavement Marking Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 21 Signalization Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 22 Signalization Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 23 Lighting Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 24 Lighting Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 25 Landscape Architecture Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 26 Landscape Architecture Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 27 Survey (Field & Office Support) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 28 Photogrammetry | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 29 Mapping | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 30 Terrestrial Mobile LiDAR | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 31 Architecture Development | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 32 Noise Barriers Impact Design Assessment | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 33 Intelligent Transportation Systems Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 34 Intelligent Transportation Systems Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 35 Geotechnical | 42 | 0 | 11 | 29 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 42 | $5,526 | $131.57 |
| **Total Staff Hours** | 42 | 0 | 11 | 29 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 42 | | |
| **Total Staff Cost** | | $0.00 | $1,491.93 | $3,868.02 | $0.00 | $0.00 | $166.18 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | | $5,526.13 | $131.57 |

Check = $5,526.13

Survey Field Days by Subconsultant
4 - Person Crew:

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

| | | | | | |
|---|---|---|---|---|---|
| 135.63485 | 133.37182 | 0 | 0 | 83.08553 | |

| | | | | |
|---|---|---|---|---|
| SALARY RELATED COSTS: | | | | $5,526.13 |
| OVERHEAD: | | | 1.000 | $0.00 |
| PROFIT | | | | $0.00 |
| FCCM (Facilities Capital Cost Money): | 0.00% | | | $0.00 |
| EXPENSES: | 0.00% | | | $0.00 |
| Survey (Field - if by Prime) | 4-man crew days @ | $ - | / day | $0.00 |
| **SUBTOTAL ESTIMATED FEE:** | | | | **$5,526.13** |
| Subconsultant: Sub 1 | | | | $0.00 |
| Subconsultant: Sub 2 | | | | $0.00 |
| Subconsultant: Sub 3 | | | | $0.00 |
| Subconsultant: Sub 4 | | | | $0.00 |
| Subconsultant: Sub 5 | | | | $0.00 |
| Subconsultant: Sub 6 | | | | $0.00 |
| Subconsultant: Sub 7 | | | | $0.00 |
| Subconsultant: Sub 8 | | | | $0.00 |
| Subconsultant: Sub 9 | | | | $0.00 |
| Subconsultant: Sub 10 | | | | $0.00 |
| Subconsultant: Sub 11 | | | | $0.00 |
| Subconsultant: Sub 12 | | | | $0.00 |
| **SUBTOTAL ESTIMATED FEE:** | | | | **$5,526.13** |
| Geotechnical Field and Lab Testing | | | | $2,363.00 |
| **SUBTOTAL ESTIMATED FEE:** | | | | **$7,889.13** |
| Optional Services | | | | $0.00 |
| **GRAND TOTAL ESTIMATED FEE:** | | | | **$7,889.13** |

# 35. Geotechnical

Estimator: PGS

12/9/2015

ANTILLIAN scope for: Roadway, Drainage and Misc Structures

SR 528 Econlockhatchee Bridge Widening
528-131

| Representing | Print Name | Signature / Date |
|---|---|---|
| FDOT District | CFX | |
| Consultant Name | Antillian Engineering Associates, Inc. | |

***NOTE: Signature Block is optional, per District preference***

| Task No. | Task | Units | No of Units | Hours/ Unit | Total Hours | Comments |
|---|---|---|---|---|---|---|
| | **Roadway** | | | | | |
| 35.1 | Document Collection and Review | LS | 1 | 2 | 2 | |
| 35.2 | Develop Detailed Boring Location Plan | LS | 1 | 1 | 1 | |
| 35.3 | Stake Borings/Utility Clearance | Boring | 2 | 0.5 | 1 | FPC Pond: 0 AB to 10 ft<br>NW Pond:: 2 AB to 20 ft, NW corner Dallas Blvd interchange<br>**Incl. travel time and time to prepare locate request** |
| 35.4 | Muck Probing | Crew Day | 0 | 8 | 0 | |
| 35.5 | Coordinate and Develop MOT Plans for Field Investigation | EA | 0 | 8 | 0 | |
| 35.6 | Drilling Access Permits | Location | 0 | 0 | 0 | |
| 35.7 | Property Clearances | EA | 0 | 0.5 | 0 | |
| 35.8 | Groundwater Monitoring | EA | 1 | 2 | 2 | Stabilized groundwater measurements (following day) |
| 35.9 | LBR/Resilient Modulus Sampling | EA | 0 | 0.75 | 0 | |
| 35.10 | Coordination of Field Work | 100 lf of boring | 0.4 | 1 | 1 | 1 hr minimum |
| 35.11 | Soil and Rock Classification - Roadway | 100 lf of boring | 0.4 | 1.5 | 1 | |
| 35.12 | Design LBR | LS | 0 | 4 | 0 | |
| 35.13 | Laboratory Data | 100 lf of boring | 0.4 | 0.5 | 0 | See 35.17 |
| 35.14 | Seasonal High Water Table | Boring | 0.4 | 0.1 | 0 | See 35.17 |
| 35.15 | Parameters for Water Retention Areas | EA | 1 | 2 | 2 | Pond in NW corner Dallas Blvd interchange |

## 35. Geotechnical

| Task No. | Task | Units | No of Units | Hours/ Unit | Total Hours | Comments |
|---|---|---|---|---|---|---|
| 35.16 | Delineate Limits of Unsuitable Material | Cross-section | 2 | 0.25 | 1 | Assume 20% of mainline (18) |
| 35.17 | Electronic Files for Cross-Sections | 100 lf of boring | 0.4 | 1 | 1 | 1 hr min., incl 35.13 Laboratory Data and 35.14 Seasonal High Water Table |
| 35.18 | Embankment Settlement and Stability | Embankment Boring | 0 | 2 | 0 | |
| 35.19 | Protection of Existing Structures | LS | 0 | 4 | 0 | |
| 35.20 | Stormwater Volume Recovery and/or Background Seepage Analysis | EA | 0 | 4 | 0 | |
| 35.21 | Geotechnical Recommendations | LS | 1 | 8 | 8 | |
| 35.22 | Pavement Condition Survey and Pavement Evaluation Report | LS | 1 | 0 | 0 | |
| 35.23 | Preliminary Roadway Report | LS | 1 | 8 | 8 | 30% submittal |
| 35.24 | Final Report | EA | 4 | 2 | 8 | 60%,90%,100%, final submittals |
| 35.25 | Auger Boring Drafting | 100 lf boring | 0.4 | 3 | 1 | |
| 35.26 | SPT Boring Drafting | 100 lf boring | 0 | 5 | 0 | |
| | | | | **Roadway Geotechnical Subtotal** | **37** | |
| | | | | **Structural Geotechnical Subtotal** | **0** | |
| | | | | **Geotechnical Technical Subtotal** | **37** | |
| 35.50 | Technical Special Provisions | EA | 0 | 0 | 0 | Assume not required |
| 35.51 | Field Reviews | LS | 0 | 4 | 0 | |
| 35.52 | Technical Meetings | LS | 1 | 0 | 0 | Meetings listed below |
| 35.53 | Quality Assurance/Quality Control | LS | % | 5% | 2 | |
| 35.54 | Supervision | LS | % | 5% | 2 | |
| | | | | **Geotechnical Nontechnical Subtotal** | **4** | |
| 35.55 | Coordination | LS | % | 3% | 1 | |
| | | | | **35. Geotechnical Total** | **42** | |

| Technical Meetings | Units | No of Units | Hours/ Unit | Total Hours | PM Attendance at Meeting Required? | Number |
|---|---|---|---|---|---|---|

## 35. Geotechnical

| Task No. | Task | Units | No of Units | Hours/ Unit | Total Hours | Comments | |
|---|---|---|---|---|---|---|---|
| | Kickoff Meeting with CFX | EA | 0 | 2 | 0 | | 0 |
| | Boring Layout Approval | EA | 0 | 0 | 0 | | 0 |
| | Attend in BDR Review Meeting | EA | 0 | 0 | 0 | | 0 |
| | 30/60/90% Submittal Review | EA | 0 | 2 | 0 | | 0 |
| | Other Meetings | EA | 0 | 0 | 0 | | 0 |
| | **Subtotal Technical Meetings** | | | | **0** | **Subtotal Project Manager Meetings** | **0** |
| | Progress Meetings (if required by CFX) | EA | 0 | 2 | 0 | *PM attendance at Progress Meetings is manually entered on General Task* | - - |
| | Phase Review Meetings | EA | 0 | 2 | 0 | *attendance at Phase Review Meetings is manually entered on General Tas* | - - |
| | **Total Meetings** | | **2** | **2** | **0** | **Total Project Manager Meetings (carries to Tab 3)** | **0** |

Carries to 33 18

Carries to Tab 3

**SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES** **FEE SCHEDULE:** 2015

**PROJECT:** SR 528 Econlockhatchee Bridge Widening **PREPARED BY:** PGS

**FPID:** **DATE:** 4/22/2016

| Item | Description | Unit | Unit Price | No of Units | Cost |
|---|---|---|---|---|---|
| **01.00.00** | **GEOTECHNICAL FIELD EXPLORATION** | | | | |
| 01.01.00 | Crew & Equipment Mobilization: | | | | |
| 01.01.01 | Truck Rig Mobilization | EA | $450.00 | 0 | $ - |
| 01.01.02 | Mudbug Mobilization | EA | $500.00 | 1 | $ 500.00 |
| 01.01.03 | Track Rig Mobilization | EA | $3,000.00 | 0 | $ - |
| 01.01.04 | Barge (small) Mobilization | EA | $8,500.00 | 0 | $ - |
| 01.01.05 | Barge (offshore) Mobilization | EA | N/A | 0 | $ - |
| 01.01.06 | CPT Rig Mobilization | EA | $500.00 | 0 | $ - |
| 01.01.07 | Support Boat Mobilization | EA | $200.00 | 0 | $ - |
| 01.01.08 | Pavement Coring Equipment Mobilization | EA | $250.00 | 0 | $ - |
| 01.01.09 | Soil Survey/Coring/GPR Crew Mobilization | EA | $250.00 | 0 | $ - |
| 01.01.10 | Tri Pod Rig Mobilization | EA | $2,500.00 | 0 | $ - |
| 01.01.11 | Low Clearance Rig Mobilization | EA | N/A | 0 | $ - |
| 01.01.12 | Drill Rig Remobilization | EA | $150.00 | 0 | $ - |
| 01.02.00 | Auger Borings (ASTM D-1452): | | | | |
| 01.02.01 | Truck Auger Borings | LF | $9.00 | 0 | $ - |
| 01.02.02 | Mudbug Auger Borings | LF | $11.25 | 40 | $ 450.00 |
| 01.02.03 | Track Auger Borings | LF | $13.50 | 0 | $ - |
| 01.03.00 | Standard Penetration Test Borings (ASTM D-1586): | | | | |
| 01.03.01 | SPT - Truck/MB: | | | | |
| 01.03.01A | SPT - Truck/MB: 0-50 FT | LF | $12.00 | 0 | $ - |
| 01.03.01B | SPT - Truck/MB: 50-100 FT | LF | $14.00 | 0 | $ - |
| 01.03.01C | SPT - Truck/MB: 100-150 FT | LF | $21.00 | 0 | $ - |
| 01.03.01D | SPT - Truck/MB: 150-200 FT | LF | $28.00 | 0 | $ - |
| 01.03.01E | SPT - Truck/MB: 200-250 FT | LF | $38.00 | 0 | $ - |
| 01.03.01F | SPT - Truck/MB: 250-300 FT | LF | N/A | 0 | $ - |
| 01.03.02 | SPT - B/T/A: | | | | |
| 01.03.02A | SPT- B/T/A: 0-50 FT | LF | N/A | 0 | $ - |
| 01.03.02B | SPT- B/T/A: 50-100 FT | LF | N/A | 0 | $ - |

**SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES** **FEE SCHEDULE:** 2015

**PROJECT:** SR 528 Econlockhatchee Bridge Widening **PREPARED BY:** PGS

**FPID:** **DATE:** 4/22/2016

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

**SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES** **FEE SCHEDULE:** 2015

**PROJECT:** SR 528 Econlockhatchee Bridge Widening **PREPARED BY:** PGS

**FPID:** **DATE:** 4/22/2016

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

**SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES** **FEE SCHEDULE:** 2015

**PROJECT:** SR 528 Econlockhatchee Bridge Widening **PREPARED BY:** PGS

**FPID:** **DATE:** 4/22/2016

| Item | Description | Unit | Unit Price | No of Units | Cost |
|---|---|---|---|---|---|
| 01.07.02A | 3" Casing - B/T/A: 0-50 FT | LF | N/A | 0 | $ - |
| 01.07.02B | 3" Casing - B/T/A: 50-100 FT | LF | N/A | 0 | $ - |
| 01.07.02C | 3" Casing - B/T/A: 100-150 FT | LF | N/A | 0 | $ - |
| 01.07.02D | 3" Casing - B/T/A: 150-200 FT | LF | N/A | 0 | $ - |
| 01.07.02E | 3" Casing - B/T/A: 200-250 FT | LF | N/A | 0 | $ - |
| 01.07.02F | 3" Casing - B/T/A: 250-300 FT | LF | N/A | 0 | $ - |
| 01.07.03 | 4" Temp. Casing - Truck/MB: | | | | |
| 01.07.03A | 4" Casing - Truck/MB: 0-50 FT | LF | $10.00 | 0 | $ - |
| 01.07.03B | 4" Casing - Truck/MB: 50-100 FT | LF | $12.00 | 0 | $ - |
| 01.07.03C | 4" Casing - Truck/MB: 100-150 FT | LF | $14.00 | 0 | $ - |
| 01.07.03D | 4" Casing - Truck/MB: 150-200 FT | LF | $16.00 | 0 | $ - |
| 01.07.03E | 4" Casing - Truck/MB: 200-250 FT | LF | $18.00 | 0 | $ - |
| 01.07.03F | 4" Casing - Truck/MB: 250-300 FT | LF | N/A | 0 | $ - |
| 01.07.04 | 4" Temp. Casing - B/T/A: | | | | |
| 01.07.04A | 4" Casing - B/T/A: 0-50 FT | LF | N/A | 0 | $ - |
| 01.07.04B | 4" Casing - B/T/A: 50-100 FT | LF | N/A | 0 | $ - |
| 01.07.04C | 4" Casing - B/T/A: 100-150 FT | LF | N/A | 0 | $ - |
| 01.07.04D | 4" Casing - B/T/A: 150-200 FT | LF | N/A | 0 | $ - |
| 01.07.04E | 4" Casing - B/T/A: 200-250 FT | LF | N/A | 0 | $ - |
| 01.07.04F | 4" Casing - B/T/A: 250-300 FT | LF | N/A | 0 | $ - |
| 01.08.00 | Extra SPT Samples: | | | | |
| 01.08.01 | Extra SPT Samples - Truck/MB: | | | | |
| 01.08.01A | Extra SPT Samples - Truck/MB: 0-50 FT | EA | $35.00 | 0 | $ - |
| 01.08.01B | Extra SPT Samples - Truck/MB: 50-100 FT | EA | $37.00 | 0 | $ - |
| 01.08.01C | Extra SPT Samples - Truck/MB: 100-150 FT | EA | $75.00 | 0 | $ - |
| 01.08.01D | Extra SPT Samples - Truck/MB: 150-200 FT | EA | $90.00 | 0 | $ - |
| 01.08.01E | Extra SPT Samples - Truck/MB: 200-250 FT | EA | $105.00 | 0 | $ - |
| 01.08.01F | Extra SPT Samples - Truck/MB: 250-300 FT | EA | N/A | 0 | $ - |
| 01.08.02 | Extra SPT Samples - B/T/A: | | | | |

**SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES** **FEE SCHEDULE:** 2015

**PROJECT:** SR 528 Econlockhatchee Bridge Widening **PREPARED BY:** PGS

**FPID:** **DATE:** 4/22/2016

| Item | Description | Unit | Unit Price | No of Units | Cost |
|---|---|---|---|---|---|
| 01.08.02A | Extra SPT Samples - B/T/A: 0-50 FT | EA | N/A | 0 | $ - |
| 01.08.02B | Extra SPT Samples - B/T/A: 50-100 FT | EA | N/A | 0 | $ - |
| 01.08.02C | Extra SPT Samples - B/T/A: 100-150 FT | EA | N/A | 0 | $ - |
| 01.08.02D | Extra SPT Samples -B/T/A: 150-200 FT | EA | N/A | 0 | $ - |
| 01.08.02E | Extra SPT Samples - B/T/A: 200-250 FT | EA | N/A | 0 | $ - |
| 01.08.02F | Extra SPT Samples - B/T/A: 250-300 FT | EA | N/A | 0 | $ - |
| 01.09.00 | Undisturbed Samples (ASTM D-1587): | | | | |
| 01.09.01 | Undisturbed Samples - Truck/MB: | | | | |
| 01.09.01A | Undisturbed Samples - Truck/MB: 0-50 FT | EA | $120.00 | 0 | $ - |
| 01.09.01B | Undisturbed Samples - Truck/MB: 50-100 FT | EA | $140.00 | 0 | $ - |
| 01.09.01C | Undisturbed Samples - Truck/MB: 100-150 FT | EA | $240.00 | 0 | $ - |
| 01.09.01D | Undisturbed Samples - Truck/MB: 150-200 FT | EA | $300.00 | 0 | $ - |
| 01.09.02 | Undisturbed Samples - B/T/A: | | | | |
| 01.09.02A | Undisturbed Samples - B/T/A: 0-50 FT | EA | N/A | 0 | $ - |
| 01.09.02B | Undisturbed Samples - B/T/A: 50-100 FT | EA | N/A | 0 | $ - |
| 01.09.02C | Undisturbed Samples - B/T/A: 100-150 FT | EA | N/A | 0 | $ - |
| 01.09.02D | Undisturbed Samples - B/T/A: 150-200 FT | EA | N/A | 0 | $ - |
| 01.10.00 | Drill Rig and Crew (Clearing/Difficult Access) | | | | |
| 01.10.01 | Drill Rig and 2-Man Crew - Truck/MB | HR | $200.00 | 0 | $ - |
| 01.10.02 | Drill Rig and 2-Man Crew - B/T/A | HR | $300.00 | 0 | $ - |
| 01.10.03 | Drill Rig and 3-Man Crew - Truck/MB | HR | $250.00 | 1 | $ 250.00 |
| 01.10.04 | Drill Rig and 3-Man Crew - B/T/A | HR | $375.00 | 0 | $ - |
| 01.11.00 | Drill Mud Contain/Disposal | | | | |
| 01.11.01 | Drill Mud Contain/Disposal - Truck/MB | EA | $200.00 | 0 | $ - |
| 01.11.02 | Drill Mud Contain/Disposal - B/T/A | EA | $400.00 | 0 | $ - |
| 01.12.00 | Hand Probing/Wash Borings | | | | |
| 01.12.01 | Hand Probing/Wash Borings - 2 Person Crew | HR | $125.00 | 0 | $ - |
| 01.12.02 | Hand Probing/Wash Borings - 3 Person Crew | HR | $175.00 | 0 | $ - |
| 01.13.00 | Field Permeability Test | | | | |

**SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES** **FEE SCHEDULE:** 2015

**PROJECT:** SR 528 Econlockhatchee Bridge Widening **PREPARED BY:** PGS

**FPID:** **DATE:** 4/22/2016

| Item | Description | Unit | Unit Price | No of Units | Cost |
|---|---|---|---|---|---|
| 01.13.01 | Field Permeability Test (0-10') | EA | $300.00 | 2 | $ 600.00 |
| 01.13.02 | Field Permeability Test (10-25') | EA | $400.00 | 0 | $ - |
| 01.14.00 | Temporary Piezometer | | | | |
| 01.14.01 | Temporary Piezometer (0-50') | LF | $25.00 | 0 | $ - |
| 01.14.02 | Temporary Piezometer Locking Assembly | EA | N/A | 0 | $ - |
| 01.15.00 | Pavement Cores (Excluding MOT) | EA | $100.00 | 0 | $ - |
| 01.16.00 | Ground Surface D.R.I | EA | $500.00 | 0 | $ - |
| 01.17.00 | Field Vane Shear Strength | EA | $400.00 | 0 | $ - |
| 01.18.00 | Dilatometer Sounding | HR | $240.00 | 0 | $ - |
| 01.19.00 | Ground Penetrating Radar Crew - 2 Person | HR | $250.00 | 0 | $ - |
| 01.20.00 | CPT Data Reduction | EA | N/A | 0 | $ - |
| 01.21.00 | Maintenance of Traffic | | | | |
| 01.21.01 | MOT - Barricades | DAY | $50.00 | 0 | $ - |
| 01.21.02 | MOT - Flashing Arrowboard | DAY | $125.00 | 0 | $ - |
| 01.21.03 | MOT - Law Enforcement Officer | DAY | $400.00 | 0 | $ - |
| 01.21.04 | MOT - Crash Truck | DAY | $1,500.00 | 0 | $ - |
| 01.21.05 | MOT - Support Vehicle | DAY | $40.00 | 0 | $ - |
| 01.21.06 | MOT - Signs | DAY | $40.00 | 1 | $ 40.00 |
| 01.21.07 | MOT - Certified Traffic Control Specialist | HR | $75.00 | 0 | $ - |
| 01.22.00 | Other Support Services | | | | |
| 01.22.01 | Support Vehicle | DAY | $50.00 | 0 | $ - |
| 01.22.02 | Support Boat | DAY | $200.00 | 0 | $ - |
| 01.22.03 | Heavy Equipment | DAY | N/A | 0 | $ - |
| 01.22.04 | GPS Unit | DAY | $45.00 | 0 | $ - |
| **02.00.00** | **GEOTECHNICAL LABORATORY TESTING SERVICES** | | | | |
| 02.01.00 | Grain Size Analysis: | | | | |
| 02.01.01 | Full Gradation | EA | $60.00 | 4 | $ 240.00 |
| 02.01.02 | Single Sieve | EA | $36.00 | 0 | $ - |
| 02.02.00 | Hydrometer (FM 1-T 88) | EA | $150.00 | 0 | $ - |

**SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES** **FEE SCHEDULE:** 2015

**PROJECT:** SR 528 Econlockhatchee Bridge Widening **PREPARED BY:** PGS

**FPID:** **DATE:** 4/22/2016

| Item | Description | Unit | Unit Price | No of Units | Cost |
|---|---|---|---|---|---|
| 02.03.00 | Organic Content (FM 1-T 267) | EA | $40.00 | 1 | $ 40.00 |
| 02.04.00 | Atterberg Limits: | | | | |
| 02.04.01 | Atterberg - Liquid Limit | EA | $38.00 | 1 | $ 38.00 |
| 02.04.02 | Atterberg - Plastic Limit | EA | $38.00 | 1 | $ 38.00 |
| 02.05.00 | Natural Moisture Content (FM 1-T 265) | EA | $11.00 | 2 | $ 22.00 |
| 02.06.00 | Unit Weight | EA | $40.00 | 0 | $ - |
| 02.07.00 | Consolidation (FM 1-T 216) | EA | $450.00 | 0 | $ - |
| 02.08.00 | Permeability (FM 1-T 215/5-513) | EA | $250.00 | 0 | $ - |
| 02.09.00 | Corrosion Series (pH, Sulfate, Chloride, Resistivity) | EA | $145.00 | 1 | $ 145.00 |
| 02.11.00 | Unconfined Compression: | | | | |
| 02.11.01 | Unconfined Comp. - Soil | EA | $225.00 | 0 | $ - |
| 02.11.02 | Unconfined Comp. - Rock | EA | $150.00 | 0 | $ - |
| 02.12.00 | Limerock Bearing Ratio (FM 5-515) | EA | $330.00 | 0 | $ - |
| 02.13.00 | Specific Gravity (FM 1-T 100) | EA | $55.00 | 0 | $ - |
| 02.14.00 | Bitumen Extraction (FM 1-T 164) | EA | $90.00 | 0 | $ - |
| 02.15.00 | Aggregate Gradation (FM 1-T 30) | EA | $60.00 | 0 | $ - |
| 02.16.00 | Direct Shear (ASTM D-3080) | EA | $230.00 | 0 | $ - |
| 02.17.00 | Shrinkage Factor (FM 1-T 092) | EA | $50.00 | 0 | $ - |
| 02.18.00 | Swell Potential (ASTM D-4546) | EA | $50.00 | 0 | $ - |
| 02.19.00 | Proctor Compaction (FM 5-521/525) | EA | $100.00 | 0 | $ - |
| 02.20.00 | Splitting Tensile (ASTM D-3967) | EA | $150.00 | 0 | $ - |
| **03.00.00** | **GEOTECHNICAL ENGINEERING AND TECHNICAL SERVICES** | | | | |
| 03.01.00 | Senior Engineer | HR | $135.63 | 11 | $ 1,491.93 |
| 03.03.00 | Project Engineer | HR | $133.38 | 29 | $ 3,868.02 |
| 03.04.00 | CADD/Computer Technician | HR | $83.09 | 2 | $ 166.18 |
| | **GEOTECHNICAL MAN HOUR TOTAL** | 42 | **GEOTECHNICAL TOTAL** | | $ 7,889.13 |
| **04.00.00** | **CONTAMINATION FIELD EXPLORATION** | | | | |
| | **CONTAMINATION MAN HOUR TOTAL** | 0 | **CONTAMINATION TOTAL** | | $ - |
| | | | | **AFP ADJUSTMENT** | $ - |

**SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES**

**FEE SCHEDULE:** 2015

**PROJECT:** SR 528 Econlockhatchee Bridge Widening

**PREPARED BY:** PGS

**FPID:**

**DATE:** 4/22/2016

| Item | Description | Unit | Unit Price | No of Units | Cost |
|---|---|---|---|---|---|
| | **PROPOSAL MAN HOUR TOTAL** | 42 | | **PROPOSAL TOTAL** | $ 7,889.13 |

WBQ Design & Engineering, Inc.

February 5, 2016

From: Danny Williams, III PSM

Re: Central Florida Expressway Authority (CFX)
SR 528 Bridge Replacement over the Econ River
Project No. 528-131
Contract No. 001098

**Additional Scope of Services**

WBQ Design & Engineering, Inc. additional scope of services for the survey of the pond and boarding Roadway at NW Quadrant of Dallas Interchange. The office and field survey will include the below referenced tasks.

**Survey**

- additional horizontal and vertical control as required.
- Pond Site and boarding roadway Survey. *NW Quad of Dallas Intersection*
- Work Zone Safety. *MOT as appropriate to maintain safe work zone to traveling public and field survey crew.*
- QA/QC
- Supervision
- Coordination

# ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT
## SA 1A

Name of Project: SR 528 Bridge Replacement over the Econ River
County: Orange
FPN: 0
FAP No: 528-131

Consultant Name: WBQ Design & Engineering, Inc
Consultant No.: enter consultants proj number
Date: 4/22/2016
Estimator: D. Williams sup for pond and roadway at NW Dallas r

| Staff Classification | Total Staff Hours From "SH Summary - Firm" | Project Manager | Sr. Surveyor & Mapper | Surveyor & Mapper | Survey Technician | Clerical | Staff Classification 6 | Staff Classification 7 | Staff Classification 8 | Staff Classification 9 | Staff Classification 10 | Staff Classification 11 | Staff Classification 12 | SH By Activity | Salary Cost By Activity | Average Rate Per Task |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | $0.00 | $48.25 | $30.87 | $22.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | | | |
| 3 Project General and Project Common Tasks | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 4 Roadway Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 5 Roadway Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 6 Drainage Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 7 Utilities | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 8 Environmental Permits, Compliance & Clearances | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 9 Structures - Misc Tasks, Dwgs, Non-Tech | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 10 Structures - Bridge Development Report | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 11 Structures - Temporary Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 12 Structures - Short Span Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 13 Structures - Medium Span Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 14 Structures - Structural Steel Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 15 Structures - Segmental Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 16 Structures - Movable Span | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 17 Structures - Retaining Walls | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 18 Structures - Miscellaneous | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 19 Signing & Pavement Marking Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 20 Signing & Pavement Marking Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 21 Signalization Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 22 Signalization Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 23 Lighting Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 24 Lighting Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 25 Landscape Architecture Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 26 Landscape Architecture Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 27 Survey (Field & Office Support) | 9 | 0 | 1 | 4 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | $260 | 528.86 |
| 28 Photogrammetry | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 29 Mapping | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 30 Terrestrial Mobile LiDAR | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 31 Architecture Development | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 32 Noise Barriers Impact Design Assessment | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 33 Intelligent Transportation Systems Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 34 Intelligent Transportation Systems Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 35 Geotechnical | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| **Total Staff Hours** | 9 | 0 | 1 | 4 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | | |
| **Total Staff Cost** | | $0.00 | $48.25 | $123.48 | $88.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | | $259.73 | $28.86 |

Check = $259.73

Survey Field Days by Subconsultant
4 - Person Crew:

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

| | | | | |
|---|---|---|---|---|
| SALARY RELATED COSTS: | | | | $259.73 |
| Total Multiplier | 182.49% | | | $473.98 |
| OPERATING MARGIN: | 11.24% | | | $82.47 |
| FCCM (Facilities Capital Cost Money): | | | | $0.00 |
| EXPENSES: | | | | $0.00 |
| | 4-man crew | | | |
| Survey (Field - if by Prime | 2 10 hr days @ | $ 1,902.73 | / day | $3,805.46 |
| **SUBTOTAL ESTIMATED FEE:** | | | | **$4,621.64** |
| Subconsulta Enter Name Sub 1 | | | | $0.00 |
| Subconsulta Sub 2 | | | | $0.00 |
| Subconsulta Sub 3 | | | | $0.00 |
| Subconsulta Sub 4 | | | | $0.00 |
| Subconsulta Sub 5 | | | | $0.00 |
| Subconsulta Sub 6 | | | | $0.00 |
| Subconsulta Sub 7 | | | | $0.00 |
| Subconsulta Sub 8 | | | | $0.00 |
| Subconsulta Sub 9 | | | | $0.00 |
| Subconsulta Sub 10 | | | | $0.00 |
| Subconsulta Sub 11 | | | | $0.00 |
| Subconsulta Sub 12 | | | | $0.00 |
| **SUBTOTAL ESTIMATED FEE:** | | | | **$4,621.64** |
| Geotechnical Field and Lab Testing | | | | $0.00 |
| **SUBTOTAL ESTIMATED FEE:** | | | | **$4,621.64** |
| Optional Services | | | | $0.00 |
| **GRAND TOTAL ESTIMATED FEE:** | | | | **$4,621.64** |

## Project Activity 27: Survey

Estimator: D. Williams
4/8/2016 Sup for pond and boarding roadway NW Quad Dallas_rev

SR 528 Bridge Replacement over the Econ River
0

| Task No. | Task | Units | No of Units | Field Crew Days/Unit | Crew Days | Field Support Hours / Crew Days | Field Support Hours | Office Support Hours / Crew Days | Office Support Hours | Comments |
|---|---|---|---|---|---|---|---|---|---|---|
| 27.1 | Horizontal Project Control (HPC) | | | | | | | | | |
| | 2-Lane Roadway | Mile | | | 0.00 | | 0.00 | | 0.00 | Set additional control points for Project Control. This control datum will be based on local project control as provided by CFX (AAF information) |
| | Multi-lane Roadway | points | | | 0.00 | | 0.00 | | 0.00 | |
| | Interstate | Mile | 0.20 | 3.25 | 0.65 | 0.50 | 0.33 | 4.00 | 2.60 | |
| | | | | | | | | | | |
| 27.2 | Vertical PC / Bench Line | | | | | | | | | |
| | 2-Lane Roadway | Mile | | | 0.00 | | 0.00 | | 0.00 | Vertical PC / Bench Line. 3 wire bench run thru points set in 27.1. This control datum will be NAVD 88 based on local project control as provided by CFX (AAF information) |
| | Multi-lane Roadway | Mile | | | 0.00 | | 0.00 | | 0.00 | |
| | Interstate | Mile | 0.15 | 1.75 | 0.2625 | 0.50 | 0.13 | 3.00 | 0.79 | |
| | | | | | | | | | | |
| 27.3 | Alignment and Existing R/W Lines | | | | | | | | | N/A |
| | | mile | | | 0.00 | | 0.00 | | 0.00 | |
| 27.4 | Aerial Targets | | | Units/Day | | | | | | N/A |
| | 400 scale | EA | | | 0.00 | | 0.00 | | 0.00 | |
| | 100 scale | EA | | | 0.00 | | 0.00 | | 0.00 | |
| | Interstate | EA | | | 0.00 | | 0.00 | | 0.00 | |
| | | | | | | | | | | |
| 27.5 | Reference Points | "A" | | Units/Day | | | | | | N/A |
| | 2-Lane Roadway | EA | | | 0.00 | | 0.00 | | 0.00 | |
| | Multi-lane Roadway | EA | | | 0.00 | | 0.00 | | 0.00 | |
| | Interstate | EA | | | 0.00 | | 0.00 | | 0.00 | |
| | | | | | | | | | | |
| | Reference Points | "B" | | Units/Day | | | | | | |
| | Non Alignment Points/Approximate | EA | | | 0.00 | | 0.00 | | 0.00 | |
| | | | | | | | | | | |
| 27.6 | Topography/DTM (3D) | | | | | | | | | Topo of pond and boarding roadway at Dallas NW intersection |
| | | Mile | 0.15 | 6.50 | 0.9750 | 0.25 | 0.24 | 4.00 | 3.90 | |
| 27.7 | Planimetric (2D) | | | | | | | | | N/A |
| | | Mile | | | 0.00 | | 0.00 | | 0.00 | |
| 27.8 | Roadway Cross-Sections/Profiles | | | | | | | | | N/A |
| | | ea | | | 0.00 | | 0.00 | | 0.00 | |
| 27.9 | Side Street Surveys | | | | | | | | | N/A |
| | | | | | | | | | | |

## Project Activity 27: Survey

| Task No. | Task | Units | No of Units | Field Crew Days/Unit | Crew Days | Field Support Hours / Crew Days | Field Support Hours | Office Support Hours / Crew Days | Office Support Hours | Comments |
|---|---|---|---|---|---|---|---|---|---|---|
| 27.10 | Underground Utilities | | | | | | | | | |
| | Designates | Mile/Site | | | 0.00 | | 0.00 | | 0.00 | N/A |
| | Locates | Point | | | 0.00 | | 0.00 | | 0.00 | |
| | Survey | | 0% | 0.00 | 0.00 | | 0.00 | | 0.00 | |
| | | | | | | | | | | |
| 27.11 | Outfall Survey | | | | | | | | | |
| | | Mile | | | 0.00 | | 0.00 | | 0.00 | N/A |
| 27.12 | Drainage Survey | | | Units/Day | | | | | | |
| | | EA | | | 0.00 | | 0.00 | | 0.00 | N/A |
| 27.13 | Bridge Survey | | | | | | | | | |
| | Minor / Major | EA | | | 0.00 | | 0.00 | | 0.00 | N/A |
| | | | | | | | | | | |
| 27.14 | Channel Survey | | | | | | | | | |
| | | EA | | | 0.00 | | 0.00 | | 0.00 | N/A |
| 27.15 | Pond Site Survey | | | | | | | | | |
| | | EA | | | 0.00 | | 0.00 | | 0.00 | N/A |
| 27.16 | Mitigation Survey | | | | | | | | | |
| | | Mile | | | 0.00 | | 0.00 | | 0.00 | N/A |
| 27.17 | Jurisdiction Line Survey | | | | | | | | | |
| | | Mile | | | 0.00 | | 0.00 | | 0.00 | N/A |
| 27.18 | Geotechnical Support | | | Units/Day | | | | | | |
| | | EA | | | 0.00 | | 0.00 | | 0.00 | N/A |
| 27.19 | Sectional / Grant Survey | | | | | | | | | |
| | | Corner | | | 0.00 | | 0.00 | | 0.00 | N/A |
| | | Mile | | | 0.00 | | 0.00 | | 0.00 | |
| 27.20 | Subdivision Location | | | | | | | | | |
| | | subs | | | 0.00 | | 0.00 | | 0.00 | N/A |
| 27.21 | Maintained R/W | | | | | | | | | |
| | | Mile | | | 0.00 | | 0.00 | | 0.00 | N/A |
| 27.22 | Boundary Survey | | | | | | | | | |
| | | EA | | | 0.00 | | 0.00 | | 0.00 | N/A |
| 27.23 | Water Boundary Survey | | | | | | | | | |
| | | EA | | | 0.00 | | 0.00 | | 0.00 | N/A |
| 27.24 | R/W Staking / R/W Line | | | | | | | | | |
| | | EA | | | 0.00 | | 0.00 | | 0.00 | N/A |
| | | Mile | | | 0.00 | | 0.00 | | 0.00 | |
| | | | | | | | | | | |
| 27.25 | R/W Monumentation | | | | | | | | | |
| | | Point | | | 0.00 | | 0.00 | | 0.00 | N/A |

## Project Activity 27: Survey

| Task No. | Task | Units | No of Units | Field Crew Days/Unit | Crew Days | Field Support Hours / Crew Days | Field Support Hours | Office Support Hours / Crew Days | Office Support Hours | Comments |
|---|---|---|---|---|---|---|---|---|---|---|
| 27 26 | Line Cutting | | | | | | | | | |
| | | Mile | | | 0 00 | | | | | N/A |
| 27 27 | Work Zone Safety | | | | | | | | | |
| | | | 4 | 0 125 | 0 50 | | | | | MOT as appropriate to maintain safe work zone to traveling public and field survey crew. |
| 27 28 | Miscellaneous Surveys | | | | | | | | | |
| | | | | | 0 00 | | 0 00 | | 0 00 | N/A |
| **Survey Subtotal** | | | | **Crew Days** | **2** | **Field Support Hours** | **1** | **Office Support Hours** | **7** | |
| 27 29 | Supplemental Surveys | | | | | | | | | |
| | | | 0% | 2 | 0 | | 0 | | 0 | THIS ITEM CAN ONLY BE USED IF AUTHORIZED By CFX |
| 27 30 | Document Research | Units | | | | | | | | |
| | | | | | | | | | 0 | Review provided AAF topo/DTM information |
| 27 31 | Field Reviews | Units | | | | | | | | |
| | | | | | | | | | 0 | |
| 27 32 | Technical Meetings | LS | | | | | | | | |
| | | | | | | | | | | N/A |
| 27 33 | Quality Assurance / Quality Control | LS | | | | | | | | |
| | | | | | | | | 5% | 0 | Sr PSM |
| 27 34 | Supervision | LS | | | | | | | | |
| | | | | | | | | 5% | 0 | Sr PSM |
| 27 35 | Coordination | LS | | | | | | | | |
| | | | | | | | | 3% | 0 | Sr PSM |
| | | **27. Survey Total** | | **Crew Days** | **2** | **Field Support Hours** | **1** | **Office Support Hours** | **8** | |

SPLS =
PLS =
Office Support =
Total Hours = 9

| **Technical Meetings** | | | | |
|---|---|---|---|---|
| Kickoff Meeting with CFX | EA | 0 | 0 | 0 |
| Baseline Approval Review | EA | 0 | 0 | 0 |
| Network Control Review | EA | 0 | 0 | 0 |
| Vertical Control Review | EA | 0 | 0 | 0 |
| Local Governments (cities, counties) | EA | 0 | 0 | 0 |
| Final Submittal Review | EA | 0 | 0 | 0 |
| Other Meetings | EA | 0 | 0 | 0 |
| **Subtotal Technical Meetings** | | | | **0** |
| Progress Meetings | EA | 0 | 0 | 0 |
| Phase Review Meetings | EA | 0 | 0 | 0 |
| **Total Meetings** | | | | **0** |

Carries to 27 32

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

## Parsons Brinckerhoff

# SR 528 ECONLOCKHATCHEE BRIDGE WIDENING TO DALLAS BLVD PROJECT № 528-131

## Supplemental No. 1B
## Scope of Services

**Supplemental Services Description:**

This supplemental request covers additional services for the design of MSE Walls, associated drainage system, and final grading for All Aboard Florida (AAF) improvements.

CFX has advised that with the final execution of their agreement with AAF, CFX will be required to maintain the newly acquired area south of SR 528. To allow for maintenance, the area will be graded to allow for drainage flow, provide connections between SR 528 and the AAF service road, and other related operations and maintenance activities.

During the course of design, it was determined that certain cost benefits would occur by building portions of the ultimate improvements as part of this contract and as a result, a MSE wall system along the north side of SR 528 is needed to contain the proposed embankment along the north side of the proposed SR 528 improvements to avoid encroachment beyond the existing right-of-way. This work will be consistent with the *CFX SR 528 8-Lane Concept Study* which includes an ultimate 10-lane section in the project area. As part of this work, a storm sewer system will be installed that will be compatible with the anticipated future profile adjustments for the ultimate improvements.

During the geotechnical investigations for this project, some muck areas were found that require removal prior to embankment placement, which in turn will affect the existing IT lines. To address these impacts and removal activities, temporary IT lines will be installed initially. After the final embankment is placed, the permanent IT lines will be installed to match the new, raised profile which will allow more efficient access to these lines.

The services under this supplemental include additional project plan sheets for the MSE walls, storm sewer system, drainage map revisions, plan and profile sheets, updated cross-sections, final grading for AAF, environmental dredge and fill sketches, temporary IT lines, and other related changes.

We estimate the above additional work will impact our schedule by three weeks.

## ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: SR 528-131
County:
FPN:
FAP No.

### SUPPLEMENTAL ADDITIONAL SERVICES NO. 1B - MSE WALLS AND FINAL AAF GRADING

Consultant Name: Parsons Brinckerhoff
Consultant No : 528-131
Date: 4/22/2016
Estimator: insert name

| Staff Classification | Total Staff Hours From "SH Summary - | Manager | Senior Engineer | Engineer | Designer | CADD Support | Structures Manager | Senior Struct Eng | Struct Proj Engineer | Struct Engineer | Engineer Intern | Structures Designer | Staff Classification 12 | SH By Activity | Salary Cost By Activity | Average Rate Per Task |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | $79.16 | $89.17 | $53.14 | $45.28 | $34.65 | $0.00 | $69.48 | $0.00 | $37.38 | $0.00 | $0.00 | $0.00 | | | |
| 3 Project General and Project Common Tasks | 11 | 11 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 11 | $871 | $79.16 |
| 4 Roadway Analysis | 144 | 9 | 26 | 37 | 36 | 36 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 144 | $7,355 | $51.07 |
| 5 Roadway Plans | 133 | 8 | 24 | 35 | 33 | 33 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 133 | $6,791 | $51.06 |
| 6 Drainage Analysis | 29 | 2 | 5 | 7 | 7 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 29 | $1,470 | $50.70 |
| 7 Utilities | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 8 Environmental Permits, Compliance & Clearances | 99 | 6 | 19 | 26 | 25 | 23 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 99 | $5,100 | $51.51 |
| 9 Structures - Misc Tasks, Dwgs, Non-Tech. | 52 | 3 | 0 | 0 | 0 | 0 | 0 | 12 | 0 | 37 | 0 | 0 | 0 | 52 | $2,454 | $47.20 |
| 10 Structures - Bridge Development Report | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 11 Structures - Temporary Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 12 Structures - Short Span Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 13 Structures - Medium Span Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 14 Structures - Structural Steel Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 15 Structures - Segmental Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 16 Structures - Movable Span | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 17 Structures - Retaining Walls | 278 | 17 | 0 | 0 | 0 | 0 | 0 | 62 | 0 | 199 | 0 | 0 | 0 | 278 | $13,092 | $47.09 |
| 18 Structures - Miscellaneous | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 19 Signing & Pavement Marking Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 20 Signing & Pavement Marking Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 21 Signalization Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 22 Signalization Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 23 Lighting Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 24 Lighting Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 25 Landscape Architecture Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 26 Landscape Architecture Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 27 Survey (Field & Office Support) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 28 Photogrammetry | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 29 Mapping | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 30 Geotechnical | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 31 Architecture Development | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 32 Noise Barriers Impact Design Assessment | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 33 Intelligent Transportation Systems Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| 34 Intelligent Transportation Systems Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 |
| Total Staff Hours | 746 | 56 | 74 | 105 | 101 | 100 | 0 | 74 | 0 | 236 | 0 | 0 | 0 | 746 | | |
| Total Staff Cost | | $4,432.96 | $6,118.58 | $5,579.70 | $4,573.28 | $3,465.00 | $0.00 | $5,141.52 | $0.00 | $8,821.68 | $0.00 | $0.00 | $0.00 | | $37,132.72 | $49.78 |

Check = $37,132.72

| Survey Field Days by Subconsultant |
|---|
| 4 - Person Crew: |

Notes:

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

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

| | | |
|---|---|---|
| SALARY RELATED COSTS: | | $37,132.72 |
| OVERHEAD: | 153.94% | $57,162.11 |
| OPERATING MARGIN: | 12% | $11,315.38 |
| FCCM (Facilities Capital Cost Money): | 0.00% | |
| LUMP SUM EXPENSES: | | |
| Survey (Field - if by Prime | 0 days @ 4-man crew $ - / day | |
| **SUBTOTAL ESTIMATED FEE:** | | **$105,610.21** |
| Subconsulta Antillian | | $30,728.39 |
| Subconsulta GEC | | |
| Subconsulta VHB | | $8,102.81 |
| Subconsulta WBQ | | |
| Subconsulta McKim and Creed | | |
| **SUBTOTAL SUBCONSULTANTS:** | | **$38,831.20** |
| **GRAND TOTAL ESTIMATED FEE:** | | **$144,441.41** |

## Project Activity 3: Project Common and Project General Tasks

Estimator:
Updated 080818

0
0

| Task No. | Task | Units | No of Units | Hours/ Unit | SUPPLEMENT | Comments |
|---|---|---|---|---|---|---|
| 3.1 | Public Involvement | | 1 | 0 | 0 | |
| 3.1.1 | Community Awareness Plan | LS | 1 | 0 | 0 | |
| 3.1.2 | Notifications | LS | 1 | 0 | 0 | |
| 3.1.3 | Prepare Mailing Lists | LS | 1 | 0 | 0 | |
| 3.1.4 | Median Modification Letters | LS | 1 | 0 | 0 | |
| 3.1.5 | Driveway Modification Letters | LS | 1 | 0\ | 0 | |
| 3.1.6 | Newsletters | LS | 1 | 0 | 0 | |
| 3.1.7 | Renderings and Fly Throughs | LS | 1 | 0 | 0 | |
| 3.1.8 | PowerPoint Presentation | LS | 1 | 0 | 0 | |
| 3.1.9 | Public Meeting Preparations | LS | 1 | 0 | 0 | |
| 3.1.10 | Public Meeting Attendance/Followup | LS | 1 | 0 | 0 | |
| 3.1.11 | MPO Meetings | LS | 1 | 0 | 0 | |
| 3.1.12 | Web Site | LS | 1 | 0 | 0 | |
| 3.1 Public Involvement Subtotal | | | | | 0 | |
| 3.2 | Quality Control Plan | EA | 1 | 0 | 0 | |
| 3.3 | Specifications Package Preparation | LS | 1 | 0 | 0 | |
| 3.4 | Contract Maintenance | LS | 1 | 0 | 0 | |
| 3.5 | Value Engineering (Multi-Discipline Team) Review | LS | 1 | 0 | 0 | |
| 3.6 | Prime Consultant Project Manager Meetings | LS | 1 | 11 | 11 | See Listing Below |
| 3.7 | Plans Update | LS | 1 | 0 | 0 | |
| 3.8 | Post Design Services | LS | 1 | 0 | 0 | |
| 3.9 | Electronic Delivery | LS | 1 | 0 | 0 | |
| 3.10 | Other Project General Tasks | LS | 1 | 0 | 0 | |
| **3. Project Common and Project General Tasks Total** | | | | | **11** | |

## Project Activity 3: Project Common and Project General Tasks

| Task No. | Task | Units | No of Units | Hours/ Unit | SUPPLEMENT | Comments |
|---|---|---|---|---|---|---|
| **3.6 - List of Project Manager Meetings** | | | | | | |
| | Roadway Analysis | EA | 0 | 3 | 0 | |
| | Drainage | EA | 0 | 3 | 0 | |
| | Utilities | EA | 0 | 3 | 0 | |
| | Environmental | EA | 0 | 3 | 0 | |
| | Structures | EA | 0 | 3 | 0 | |
| | Signing & Pavement Marking | EA | 0 | 0 | 0 | |
| | Signalization | EA | 0 | 0 | 0 | |
| | Lighting | EA | 0 | 0 | 0 | |
| | Landscape Architecture | EA | 0 | 0 | 0 | |
| | Survey | EA | 0 | 0 | 0 | |
| | Photogrammetry | EA | 0 | 0 | 0 | |
| | ROW & Mapping | EA | 0 | 0 | 0 | |
| | Geotechnical | EA | 0 | 3 | 0 | |
| | Architecture | EA | 0 | 0 | 0 | |
| | Noise Barriers | EA | 0 | 0 | 0 | |
| | Other Meetings ( AAF, SJRWMD) | EA | 1 | 3 | 3 | |
| | Bi-Weekly Progress Meetings | EA | 2 | 4 | 8 | Two Additional Progress Meetings |
| | Phase Reviews | EA | | 3 | 0 | |
| | Field Reviews | EA | 0 | 8 | 0 | |
| | **Total Project Manager Meetings** | | 3 | | 11 | |

**Notes:**

1. **If the hours per meeting vary in length (hours) enter the average in the hour/unit column.**
2. **Do not double count agency meetings between permitting agencies.**
3. **Project manager meetings are calculated in each discipline sheet and brought forward to column D except for Photogrammetry.**

## Project Activity 4: Roadway Analysis

| Task No. | Task | Units | No of Units | Hours/ Unit | SUPPLEMENT | Comments |
|---|---|---|---|---|---|---|
| 4.1 | Typical Section Package | LS | 0 | 3 | 0 | |
| 4.2 | Pavement Design Package | LS | 1 | 0 | 0 | |
| 4.3 | Access Management | LS | 1 | 0 | 0 | |
| 4.4 | Horizontal/Vertical Master Design Files | LS | 1 | 85 | 85 | AAF and MSE Walls impact. Total length of MSE walls, Sta. 1410+00 and the western bridge abutment at Sta.1415+50, and between the eastern bridge abutment at Sta. 1418+50 and Sta. 1428+00, or approx 1500 feet. 300 Hrs/Mile x 1500/5280 = 85 Hrs. |
| 4.5 | Cross Section Design Files | LS | 1 | 20 | 20 | 70 Hrs/Mi x 1510/5280 = 20 Hr to Integrate MSE Walls and provide maintenance access along North R/W. Adjust design to provide addition lanes for the future 10-Lane Section between station1412+35 and 1421+65 |
| 4.6 | Traffic Control Analysis | LS | 1 | 0 | 0 | |
| 4.7 | Master TCP Design Files | LS | 1 | 0 | 0 | |
| 4.8 | Design Variations and Exceptions | LS | 1 | 0 | 0 | |
| 4.9 | Preliminary Design Report | LS | 1 | 0 | 0 | |
| 4.10 | Computation Book & Quantities | LS | 1 | 12 | 12 | Develop additional quantities associated AAF, new paving limits, guardrail, and new stormsewer. |
| 4.11 | Cost Estimate | LS | 1 | 0 | 0 | |
| 4.12 | Technical Special Provisions | LS | 1 | 0 | 0 | |
| 4.13 | Submittal Preparations | EA | 5 | 0 | 0 | |
| **Roadway Analysis Technical Subtotal** | | | | | **117** | |
| 4.14 | Field Reviews | LS | 1 | 0 | 0 | |
| 4.15 | Technical Meetings | LS | 1 | 11 | 11 | SJRWMD coordination |
| 4.16 | Quality Assurance/Quality Control | LS | % | 5% | 6 | |
| 4.17 | Independent Peer Review | LS | % | 0% | 0 | |
| 4.18 | Supervision | LS | % | 5% | 6 | |
| **Roadway Analysis Nontechnical Subtotal** | | | | | **23** | |
| 4.19 | Coordination | LS | % | 3% | 4 | |
| **4. Roadway Analysis Total** | | | | | **144** | |

## Project Activity 4: Roadway Analysis

| Task No. | Task | Units | No of Units | Hours/ Unit | SUPPLEMENT | Comments |
|---|---|---|---|---|---|---|
| | **Technical Meetings** | | | | | |
| | Typical Section | EA | | | | |
| | Pavement | EA | | | | |
| | Access Management | EA | | | | |
| | 15% Line and Grade | EA | | | | |
| | Driveways | EA | | | | |
| | Local Governments (cities, counties, MPO) | EA | | | | |
| | Work Zone Traffic Control | EA | | | | |
| | 30/60/90/100% Comment Review Meeting: | EA | | | | |
| | Other Meetings ( AAF, SJRWMD) | EA | 1 | 3 | 3 | |
| | **Subtotal Technical Meetings** | | | | **3** | |
| | Progress Meetings | EA | 2 | 4 | 8 | |
| | Phase Review Meetings | EA | | | 0 | |
| | **Total Meetings** | | | | **11** | |

Carries to 4.15

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

## Project Activity 5: Roadway Plans

| Task No. | Task | Scale | Units | No. of Units | SUPPLEMENTAL | No. of Sheets | Total Hours | Comments |
|---|---|---|---|---|---|---|---|---|
| 5.1 | Key Sheet | | Sheet | | 2 | 0 | 0 | Update |
| 5.2 | Summary of Pay Items Including Quantity Input | | Sheet | 0 | 0 | 0 | 0 | |
| 5.3 | Drainage Map | | Sheet | 2 | 6 | 2 | 12 | Update for AAF Improvements, New Storm Sewer, Grading Limits |
| 5.4 | Interchange Drainage Map | | Sheet | 0 | 0 | 0 | 0 | |
| 5.5 | Typical Section Sheets | | Sheet | 2 | 2 | 2 | 4 | Includes MSE Walls |
| 5.6 | General Notes/Pay Item Notes | | 1 | 0 | 0 | | 0 | |
| 5.7 | Summary of Quantities | | Sheet | 2 | 4 | 2 | 8 | MSE Walls |
| 5.8 | Box Culvert Data Sheet | | Sheet | 0 | 6 | 0 | 0 | |
| 5.9 | Bridge Hydraulics Recommendation Sheets | | Sheet | 0 | 36 | 0 | 0 | |
| 5.10 | Summary of Drainage Structures | | Sheet | 1 | 12 | 1 | 12 | Includes new structures for AAF and MSE walls |
| 5.11 | Optional Pipe/Culvert Material | | Sheet | 0 | 0 | 0 | 0 | |
| 5.12 | Project Layout | | Sheet | 0 | 12 | 0 | 0 | |
| 5.13 | Plan/Profile Sheet | | Sheet | 0 | 0 | 0 | 0 | |
| 5.14 | Profile Sheet | | Sheet | 5 | 3 | 5 | 15 | Add Ditch Profiles for MSE Walls and AAF |
| 5.15 | Plan Sheet | | Sheet | 5 | 3 | 5 | 15 | Add, MSE Wall and Roadway Lane addition |
| 5.16 | Special Profile | | Sheet | 2 | 4 | 2 | 8 | Two Extra Sheets for Ditch profiles for AAF and Future MSE Wall to Accommodate Ultimate |
| 5.17 | Back of Sidewalk Profile Sheet | | Sheet | 0 | 0 | 0 | 0 | |
| 5.18 | Interchange Layout Sheet | | Sheet | 0 | 0 | 0 | 0 | |
| 5.19 | Ramp Terminal Details (Plan View) | | Sheet | 0 | 0 | 0 | 0 | |
| 5.20 | Intersection Layout Details | | Sheet | 0 | 0 | 0 | 0 | |
| 5.21 | Miscellaneous Detail Sheets | | Sheet | 0 | 4 | 0 | 0 | |
| 5.22 | Drainage Structure Sheet (Per Structure) | | EA | 1 | 3 | 1 | 3 | |
| 5.23 | Miscellaneous Drainage Detail Sheets | | Sheet | 0 | 24 | 0 | 0 | |
| 5.24 | Lateral Ditch Plan/Profile | | Sheet | 0 | 8 | 0 | 0 | |

## Project Activity 5: Roadway Plans

| Task No. | Task | Scale | Units | No. of Units | SUPPLEMENTAL | No. of Sheets | Total Hours | Comments |
|---|---|---|---|---|---|---|---|---|
| 5.25 | Lateral Ditch Cross Sections | | EA | 88 | 0.5 | 88 | 44 | MSE Walls and Final Grading for AAF |
| 5.26 | Retention/Detention Ponds Detail Sheet | | Sheet | 0 | 12 | 0 | 0 | |
| 5.27 | Retention Pond Cross Sections | | EA | 0 | 1 | 1 | 0 | |
| 5.28 | Cross-Section Pattern Sheet | | Sheet | 0 | 8 | 0 | 0 | |
| 5.29 | Roadway Soil Survey Sheet | | Sheet | 0 | 4 | 0 | 0 | |
| 5.30 | Cross Sections | | EA | 0 | 0.5 | | 0 | |
| 5.31 | Traffic Control Plan Sheets | | Sheet | 0 | 10 | 0 | 0 | |
| 5.32 | Traffic Control Cross Section Sheets | | EA | 0 | 0.5 | | 0 | |
| 5.33 | Traffic Control Detail Sheets | | Sheet | 0 | 12 | 0 | 0 | |
| 5.34 | Utility Adjustment Sheets | | Sheet | 0 | 8 | 0 | 0 | |
| 5.35 | Selective Clearing and Grubbing | | Sheet | 0 | 7 | 0 | 0 | |
| 5.36 | Erosion Control Plan | | Sheet | 0 | 8 | 0 | 0 | |
| 5.37 | SWPPP | | Sheet | 0 | 6 | 0 | 0 | |
| 5.38 | Project Control Network Sheet | | Sheet | 0 | 0 | 0 | 0 | |
| 5.39 | Environmental Detail Sheets | | LS | 0 | 0 | | 0 | |
| 5.40 | Utility Verification Sheet (SUE Data) | | Sheet | 0 | 0 | 0 | 0 | |
| | **Roadway Plans Technical Subtotal** | | | | | **109** | **121** | |
| 5.41 | Quality Assurance/Quality Control | | LS | % | 5% | | 6 | |
| 5.42 | Supervision | | LS | % | 5% | | 6 | |
| | **5. Roadway Plans Total** | | | | | **109** | **133** | |

## Project Activity 6: Drainage Analysis

| Task No. | Task | Units | No of Units | Hours/ Unit | SUPPLEMENT | Comments |
|---|---|---|---|---|---|---|
| 6.1 | Determine Base Clearance Water Elevation | Per Location | 0 | 0 | 0 | |
| 6.2 | Pond Siting Analysis | Per Basin | 0 | 16 | 0 | |
| 6.3 | Design of Cross Drains | EA | 0 | 0 | 0 | |
| 6.4 | Design of Roadway Ditches | Per Ditch Mile | 0 | 0 | 0 | |
| 6.5 | Design of Outfalls | EA | 0 | 0 | 0 | |
| 6.6 | Design of Stormwater Management Facility (Offsite Pond) | EA | 1 | 0\ | 0 | |
| 6.7 | Design of Stormwater Management Facility (Roadside Ditch as Linear Pond or Infield Pond) | Per System | 0 | 0 | 0 | |
| 6.8 | Design of Flood Plain Compensation Area | Per Encroachment | 0 | 0 | 0 | |
| 6.9 | Design of Storm Drains | EA | 1 | 2 | 2 | |
| 6.10 | Optional Culvert Material | LS | 0 | 0 | 0 | |
| 6.11 | French Drain Systems | Per 1000 Feet of French Drain | 0 | 0 | 0 | |
| 6.12 | Drainage Wells | EA | 0 | 0 | 0 | |
| 6.13 | Drainage Design Documentation Report | LS | 1 | 16 | 16 | For AAF and MSE Walls. |
| 6.14 | Bridge Hydraulic Report | EA | 0 | 0 | 0 | |
| 6.15 | Temporary Drainage Analysis | LS | 1 | 0 | 0 | |
| 6.16 | Cost Estimate | LS | 0 | 8 | 0 | |
| 6.17 | Technical Special Provisions | LS | 1 | 0 | 0 | |
| 6.18 | Other Drainage Analysis | LS | 1 | 0 | 0 | |
| **Drainage Analysis Technical Subtotal** | | | | | **18** | |

## Project Activity 6: Drainage Analysis

| Task No. | Task | Units | No of Units | Hours/ Unit | SUPPLEMENT | Comments |
|---|---|---|---|---|---|---|
| 6.19 | Field Reviews | LS | 0 | 0 | 0 | |
| 6.20 | Technical Meetings | LS | 1 | 8 | 8 | |
| 6.21 | Quality Assurance/Quality Control | LS | % | 5% | 1 | |
| 6.22 | Independent Peer Review | LS | % | 0% | 0 | |
| 6.23 | Supervision | LS | % | 5% | 1 | |
| | **Drainage Analysis Nontechnical Subtotal** | | | | **10** | |
| 6.24 | Coordination | LS | % | 3% | 1 | |
| | **6. Drainage Analysis Total** | | | | **29** | |

| **Technical Meetings** | | | | |
|---|---|---|---|---|
| Base Clearance Water Elevation | EA | | | |
| Pond Siting | EA | | | |
| *Agency* | *EA* | *1* | *8* | *8* |
| *Local Governments (cities, counties)* | *EA* | | | |
| *CFX/Atkins Drainage* | *EA* | | | |
| Other Meetings (Bi- weekly Team Meetings) | EA | | | |
| **Subtotal Technical Meetings** | | | | |
| Progress Meetings (if required by CFX) | EA | | | |
| Phase Review Meetings | EA | | | |
| **Total Meetings** | | | | **8** |

Carries to 6.20

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

## Project Activity 8: Environmental Permits, Compliance and Clearances

| Task No. | Task | Units | No. of Units | Hours/ Units | SUPPLEMENTA | Comments |
|---|---|---|---|---|---|---|
| 8.1 | Preliminary Project Research | LS | 1 | 0 | 0 | |
| 8.2 | Complete Permit Involvement Form | LS | 1 | 0 | 0 | |
| 8.3 | Establish Wetland Jurisdictional Lines and Assessments | LS | 0 | 8 | 0 | |
| 8.4 | Agency Verification of Wetland Data | LS | 1 | 0 | 0 | |
| 8.5 | Complete And Submit All Required Permit Applications | LS | 1 | 8 | 8 | Update for AAF. |
| 8.6 | Prepare Dredge and Fill Sketches | LS | 1 | 80 | 80 | Prepared, Modify Plans to Reflect Wetland Impacts, 2 Drain Maps, 8 Plan sheets @ 8 Hrs Ea |
| 8.7 | Prepare USCG Permit Sketches | LS | 1 | 0 | 0 | Not Included |
| 8.8 | Prepare Water Management District Right-of-Way Occupancy Sketches | LS | 1 | 0 | 0 | |
| 8.9 | Prepare Coastal Construction Control Line (CCCL) Permit Application | LS | 1 | 0 | 0 | |
| 8.10 | Prepare Tree Permit Information | LS | 1 | 0 | 0 | Not Included |
| 8.11 | Mitigation Coordination and Meetings | LS | 1 | 0 | 0 | RHPZ & Wetlands - Not Required |
| 8.12 | Mitigation Design | LS | 1 | 0 | 0 | Not Included |
| 8.13 | Environmental Clearances and Technical Support | LS | 1 | 0 | 0 | Not Included |
| 8.14 | Environmental Clearances and Reevaluations | LS | 1 | 0 | 0 | Not Included |
| 8.15 | Other Environmental Permits | LS | 1 | 0 | 0 | Not Included |
| **Environmental Permits, Compliance and Clearances Technical Subtotal** | | | | | **88** | |
| 8.16 | Technical Meetings | LS | 1 | 0 | 0 | Meetings are listed below |
| 8.17 | Quality Assurance/Quality Control | LS | % | 5% | 4 | |
| 8.18 | Supervision | LS | % | 5% | 4 | |
| **Environmental Permits, Compliance and Clearances Nontechnical Subtotal** | | | | | **8** | |
| 8.19 | Coordination | LS | % | 3% | 3 | |
| **8. Environmental Permits, Compliance and Clearances Total** | | | | | **99** | |

## Project Activity 8: Environmental Permits, Compliance and Clearances

| Task No. | Task | Units | No. of Units | Hours/ Units | SUPPLEMENTA | Comments |
|---|---|---|---|---|---|---|
| | **Technical Meetings** | | | | | |
| | WMD | EA | | | | |
| | ACOE | EA | | | | |
| | USCG | EA | | | | |
| | USFWS | EA | | | | |
| | FFWCC | EA | | | | |
| | FDOT | EA | | | | |
| | Other Meetings | EA | | | | |
| | **Subtotal Technical Meetings** | | | | **0** | |
| | Progress Meetings | EA | 0 | 0 | 0 | |
| | Phase Review Meetings | EA | 0 | 0 | 0 | |
| | **Total Meetings** | | | | **0** | |
| | | | | | Carries to 8.16 | |

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

## Project Activity 9: Structures - Summary and Miscellaneous Tasks and Drawings

| Task No. | Task | Units | Design and Production Staffhours | | | | Comments |
|---|---|---|---|---|---|---|---|
| | | | No. of Units | Hours per Unit | No. of Sheets | Total | |
| | **General Drawings** | | | | | | |
| 9.1 | Index of Drawings | Sheet | 0 | 0 | 0 | 0 | |
| 9.2 | Project Layout | Sheet | 0 | 85 | 0 | 0 | |
| 9.3 | General Notes and Bid Item Notes | Sheet | 0 | 20 | 0 | 0 | |
| 9.4 | Miscellaneous Common Details | Sheet | 1 | 0\ | 0 | | |
| 9.5 | Incorporate Report of Core Borings | Sheet | 0 | 0 | 0 | 0 | |
| 9.6 | Existing Bridge Plans | LS | 0 | 0 | | 0 | |
| 9.7 | Assemble Computation Book and Quantities | LS | 1 | 4 | | 4 | Include 1 hour for MSE Walls for each submittal (4 updates after BCM @ 4 hrs) |
| 9.8 | Cost Estimate | LS | 1 | 4 | | 4 | Include 1 hour for MSE Walls for each submittal (4 updates after BCM @ 4 hrs) |
| 9.9 | Technical Special Provisions | LS | 1 | 0 | | 0 | |
| **Structures - Summary and Miscellaneous Tasks and Drawings Subtotal** | | | | | 0 | 8 | |

| Task No. | Task | Total | Task 10 | Task 11 | Task 12 | Task 13 | Task 14 | Task 15 | Task 16 | Task 17 | Task 18 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 10-16 | Bridge 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |
| 10-16 | Bridge 2 | 0 | | | | | | | | | |
| 10-16 | Bridge 3 | 0 | | | | | | | | | |
| 17 | Retaining Walls | 278 | | | | | | | | 278 | |
| 18 | Miscellaneous Structures | 0 | | | | | | | | | 0 |
| **Structures Technical Subtotals** | | 278 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 278 | 0 |

## Project Activity 9: Structures - Summary and Miscellaneous Tasks and Drawings

| Task No. | Task | Units | No. of Units | Hours per Unit | Total | Comments |
|---|---|---|---|---|---|---|
| 9.10 | Field Reviews | LS | 1 | 0 | 0 | 0 |
| 9.11 | Technical Meetings | LS | 1 | 0 | 0 | Meetings are listed below |
| 9.12 | Quality Assurance/Quality Control | LS | % | 5% | 14 | |
| 9.13 | Independent Peer Review | LS | % | 0% | 0 | |
| 9.14 | Supervision | LS | % | 5% | 14 | |
| | **Structures Nontechnical Subtotal** | | | | 28 | |
| 9.15 | Coordination | LS | % | 5% | 16 | Management & Coordination |
| | **9. Structures - Summary and Miscellaneous Tasks and Drawings Nontechnical and Coordination Total** | | | | 52 | |

**Technical Meetings**

| | | | | | |
|---|---|---|---|---|---|
| BCR Coordination/Review | EA | 0 | 0 | 0 | 1 person @ 2 hours each inc. prep and minutes |
| 90/100% Comment Review | EA | 0 | 0 | 0 | 1 person @ 2 hours each inc. prep and minutes |
| Aesthetics Coordination | EA | 0 | 0 | 0 | |
| Regulatory Agency | EA | 0 | 0 | 0 | |
| Local Governments (cities, counties) | EA | 0 | 0 | 0 | |
| Utility Companies | EA | 0 | 0 | 0 | |
| Other Meetings | EA | 0 | 0 | 0 | |
| **Subtotal Technical Meetings** | | | | **0** | |
| Progress Meetings | EA | 0 | 0 | 0 | 1 person @ 2 hours each inc. prep |
| Phase Review Meetings | EA | 0 | 0 | 0 | 1 person @ 3 hours each inc. prep and minutes |

## Project Activity 9: Structures - Summary and Miscellaneous Tasks and Drawings

| | |
|---|---|
| **Total Meetings** | **0** |

# Project Activity 17: Structures - Retaining Walls

| Task No. | Task | Unit | No. of Units | SUPPLEME | | Total Hours | Comments |
|---|---|---|---|---|---|---|---|
| | **General Requirements** | | | | | | |
| 17.1 | Key Sheet | Sheet | 0 | 0 | 0 | 0 | |
| 17.2 | Horizontal Wall Geometry | Per Wall | 2 | 4 | | 8 | **North Bridge:** Two Permanent MSE Walls |
| | **Permanent Proprietary Walls** | | | | | | |
| 17.3 | Vertical Wall Geometry | Per Wall | 2 | 18 | | 36 | **North Bridge**: Permanent MSE Walls, determine geometry/elevations of future widening vs. tie-in to end bents |
| 17.4 | Semi-Standard Drawings | Sheet | 1 | 8 | 1 | 8 | |
| 17.5 | Wall Plan and Elevations (Control Drawings) | Sheet | 5 | 22 | 5 | 110 | North Bridge: Wall 1 = 500' (2 sheets), Wall 2 = 950' (3 sheets), numerous drainage structures |
| 17.6 | Details | Sheet | 3 | 16 | 3 | 48 | **North Bridge**: Wall details (plan and sections at end bent), aesthetic details |
| | **Temporary Proprietary Walls** | | | | | | |
| 17.7 | Vertical Wall Geometry | Per Wall | | | | 0 | |
| 17.8 | Semi-Standard Drawings | Sheet | | | | 0 | |
| 17.9 | Wall Plan and Elevations (Control Drawings) | Sheet | | | | 0 | |
| 17.10 | Details | Sheet | | | | 0 | |
| | **Cast-in-Place Retaining Walls** | | | | | | |
| 17.11 | Design | EA Design | 0 | 0 | | 0 | |
| 17.12 | Vertical Wall Geometry | EA Wall | 0 | 0 | | 0 | |
| 17.13 | General Notes | Sheet | 0 | 0 | 0 | 0 | |
| 17.14 | Wall Plan and Elevations (Control Drawings) | Sheet | 0 | 0 | 0 | 0 | |
| 17.15 | Sections and Details | Sheet | 0 | 0 | 0 | 0 | |
| 17.16 | Reinforcing Bar List | Sheet | 0 | 0 | 0 | 0 | |

# Project Activity 17: Structures - Retaining Walls

| Task No. | Task | Unit | No. of Units | SUPP LEME | | Total Hours | Comments |
|---|---|---|---|---|---|---|---|
| | **Other Retaining Walls and Bulkheads** | | | | | | |
| 17.17 | Design | EA Design | 1 | 16 | | 16 | **North Bridge**: Temporary Steel sheet pile design |
| 17.18 | Vertical Wall Geometry | EA Wall | 2 | 8 | | 16 | **North Bridge**: Temporary Steel sheet pile design |
| 17.19 | General Notes, Tables and Misc. Details | Sheet | | | | | |
| 17.20 | Wall Plan and Elevations | Sheet | 3 | 12 | 3 | 36 | **North Bridge:** Temporary Steel sheet pile design |
| 17.21 | Details | Sheet | 0 | 0 | 0 | 0 | |
| | **17. Structures - Retaining Walls Total** | | | | **12** | **278** | |

# Antillian Engineering

## SR 528 ECONLOCKHATCHEE BRIDGE WIDENING TO DALLAS BLVD PROJECT № 528-131

## Geotechnical Scope of Services Summary

**Project Description:**

**4.05 Geotechnical Investigation for Permanent MSE Walls (by Antillian)**

- Perform a total of **11** SPT borings to 30-50 feet each for the 1,500 linear feet of proposed permanent face MSE walls approximately 14 feet high between Sta. 1410+00 and the western bridge abutment at Sta.1415+50, and between the eastern bridge abutment at Sta. 1418+50 and Sta. 1428+00. Field and lab effort were reduced by using bridge borings drilled at abutments by GEC for MSE wall analysis. Wall straps will be estimated to account for the future raising of the MSE walls to approximately 23 feet high at STA 1428 to accommodate the estimated ultimate Dallas Boulevard profile as indicated in the CFX SR 528 8-Lane Concept Study.
- Visually examine all recovered soil samples in the laboratory utilizing the Unified Soil Classification System. Perform laboratory tests on selected representative soil samples, including grain size analysis, Atterberg limits, organic content, natural moisture content, LBR and corrosion series testing as appropriate.
- Collect groundwater level measurements and estimate wet seasonal high groundwater tables.

## ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT
## SA 1B

Name of Project: SR 526 Econlockhatchee Bridge Widening
County: Orange
FPN: 528-131
FAP No.: N/A

Consultant Name: PB/Antillian Engineering Associates, Inc
Consultant No.: enter consultants proj number
Date: 4/22/2016
Estimator: PGS

| Staff Classification | Total Staff Hours From "SH Summary - | Chief Eng | Senior Eng | Project Eng | Eng Intern | Sr. Eng Tech | CADD | Clerical | Staff Classification 8 | Staff Classification 9 | Staff Classification 10 | Staff Classification 11 | Staff Classification 12 | SH By Activity | Salary Cost By Activity | Average Rate Per Task |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | $0.00 | $135.63 | $133.38 | $0.00 | $0.00 | $83.09 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | | | |
| 3. Project General and Project Common Tasks | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 4. Roadway Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 5. Roadway Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 6a. Drainage Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 6b. Drainage Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 7. Utilities | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 8. Environmental Permits, Compliance & Clearances | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 9. Structures - Misc. Tasks, Dwgs, Non-Tech | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 10. Structures - Bridge Development Report | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 11. Structures - Temporary Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 12. Structures - Short Span Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 13. Structures - Medium Span Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 14. Structures - Structural Steel Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 15. Structures - Segmental Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 16. Structures - Movable Span | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 17. Structures - Retaining Walls | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 18. Structures - Miscellaneous | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 19. Signing & Pavement Marking Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 20. Signing & Pavement Marking Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 21. Signalization Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 22. Signalization Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 23. Lighting Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 24. Lighting Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 25. Landscape Architecture Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 26. Landscape Architecture Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 27. Survey (Field & Office Support) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 28. Photogrammetry | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 29. Mapping | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 30. Terrestrial Mobile LiDAR | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 31. Architecture Development | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 32. Noise Barriers Impact Design Assessment | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 33. Intelligent Transportation Systems Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 34. Intelligent Transportation Systems Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 35. Geotechnical | 136 | 0 | 29 | 81 | 0 | 0 | 26 | 0 | 0 | 0 | 0 | 0 | 0 | 136 | $16,897 | $124.25 |
| **Total Staff Hours** | 136 | 0 | 29 | 81 | 0 | 0 | 26 | 0 | 0 | 0 | 0 | 0 | 0 | 136 | | |
| **Total Staff Cost** | | $0.00 | $3,933.27 | $10,803.78 | $0.00 | $0.00 | $2,160.34 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | | $16,897.39 | $124.25 |

Check = $16,897.39

Survey Field Days by Subconsultant
4 - Person Crew:

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

| | | | | | |
|---|---|---|---|---|---|
| 135.63485 | 133.37182 | 0 | 0 | 83.08553 | |

| | | | | | |
|---|---|---|---|---|---|
| SALARY RELATED COSTS: | | | | | $16,897.39 |
| OVERHEAD: | | | 1.000 | | $0.00 |
| PROFIT | | | | | $0.00 |
| FCCM (Facilities Capital Cost Money): | | 0.00% | | | $0.00 |
| EXPENSES: | | 0.00% | | | $0.00 |
| Survey (Field - if by Prime) | 0 | days @ | $ - | / day | $0.00 |
| **SUBTOTAL ESTIMATED FEE:** | | | | | **$16,897.39** |
| Subconsultant: Sub 1 | | | | | $0.00 |
| Subconsultant: Sub 2 | | | | | $0.00 |
| Subconsultant: Sub 3 | | | | | $0.00 |
| Subconsultant: Sub 4 | | | | | $0.00 |
| Subconsultant: Sub 5 | | | | | $0.00 |
| Subconsultant: Sub 6 | | | | | $0.00 |
| Subconsultant: Sub 7 | | | | | $0.00 |
| Subconsultant: Sub 8 | | | | | $0.00 |
| Subconsultant: Sub 9 | | | | | $0.00 |
| Subconsultant: Sub 10 | | | | | $0.00 |
| Subconsultant: Sub 11 | | | | | $0.00 |
| Subconsultant: Sub 12 | | | | | $0.00 |
| **SUBTOTAL ESTIMATED FEE:** | | | | | **$16,897.39** |
| Geotechnical Field and Lab Testing | | | | | $13,831.00 |
| **SUBTOTAL ESTIMATED FEE:** | | | | | **$30,728.39** |
| Optional Services | | | | | $0.00 |
| **GRAND TOTAL ESTIMATED FEE:** | | | | | **$30,728.39** |

## 35. Geotechnical

Estimator: PGS

2/24/2016

**ANTILLIAN scope for Permanent MSE Walls on N Side of SR 528**

SR 528 Econlockhatchee Bridge Widening
528-131

| Representing | Print Name | Signature / Date |
|---|---|---|
| FDOT District | CFX | |
| Consultant Name | Antillian Engineering Associates, Inc. | |

***NOTE: Signature Block is optional, per District preference***

| Task No. | Task | Units | No of Units | Hours/ Unit | Total Hours | Comments |
|---|---|---|---|---|---|---|
| | **Roadway** | | | | | |
| | | | | **Roadway Geotechnical Subtotal** | **0** | |
| | **Structures** | | | | | |
| 35.27 | Develop Detailed Boring Location Plan | LS | 1 | 2 | 2 | |
| 35.28 | Stake Borings/Utility Clearance | Boring | 11 | 0.3 | 3 | MSE Walls: 2 SPT to 30 ft, 2 SPT to 35 ft, 3 SPT to 40 ft, 2 SPT to 45 ft, 2 SPT to 50 ft (440 ft) **NIC GEC bridge borings** |
| 35.29 | Coordinate and Develop MOT Plans for Field Investigation | EA | 0 | 6 | 0 | |
| 35.30 | Drilling Access Permits | Location | 0 | 0 | 0 | |
| 35.31 | Property Clearances | EA | 0 | 0 | 0 | |
| 35.32 | Collection of Corrosion Samples | EA | 7 | 0.25 | 2 | One per 300 LF of wall |
| 35.33 | Coordination of Field Work | 100 lf of boring | 4.4 | 0.3 | 1 | |
| 35.34 | Soil and Rock Classification - Structures | 100 lf of boring | 4.4 | 2 | 9 | |
| 35.35 | Tabulation of Laboratory Data | 100 lf of boring | 4.4 | 0.5 | 2 | |
| 35.36 | Estimate Design Groundwater Level for Structures | EA | 2 | 0.25 | 1 | |
| 35.37 | Selection of Foundation Alternatives (BDR) | Bridge boring | 0 | 4 | 0 | |
| 35.38 | Detailed Analysis of Selected Foundation Alternate(s) | Bridge boring | 0 | 4 | 0 | |
| 35.39 | Bridge Construction and Testing Recommendations | Bridge boring | 0 | 3 | 0 | |
| 35.40 | Lateral Load Analysis (Optional) | Bridge boring | 0 | 0 | 0 | |

## 35. Geotechnical

| Task No. | Task | Units | No of Units | Hours/ Unit | Total Hours | Comments |
|---|---|---|---|---|---|---|
| 35.41 | Walls | Wall Boring | 13 | 2 | 26 | GEC bridge borings included in analysis |
| 35.42 | Sheet Pile Wall Analysis (Optional) | Wall Boring | 13 | 2 | 26 | External stability analysis only, structural design of sheetpile wall not included. |
| 35.43 | Design Soil Parameters for Signs, Signals, High Mast Lights, and Strain Poles and Geotechnical Recommendations | Boring | 0 | 2 | 0 | |
| 35.44 | Box Culvert Analysis | EA | 0 | 0 | 0 | |
| 35.45 | Preliminary Report - BDR | EA | 0 | 16 | 0 | 90%, 100%, Final submittals |
| 35.46 | Final Report - Bridge and Associated Walls | EA | 0 | 24 | 0 | |
| 35.47 | Final Reports - Signs, Signals, Box Culvert, Walls and High Mast Lights | EA | 1 | 24 | 24 | |
| 35.48 | SPT Boring Drafting | 100 lf of boring | 4.4 | 5 | 22 | |
| 35.49 | Other Geotechnical | LS | 1 | 0 | 0 | |
| | | | | **Structural Geotechnical Subtotal** | **118** | |
| | | | | **Geotechnical Technical Subtotal** | **118** | |
| 35.50 | Technical Special Provisions | EA | 0 | 0 | 0 | |
| 35.51 | Field Reviews | LS | 0 | 6 | 0 | |
| 35.52 | Technical Meetings | LS | 1 | 2 | 2 | Meetings listed below |
| 35.53 | Quality Assurance/Quality Control | LS | % | 5% | 6 | |
| 35.54 | Supervision | LS | % | 5% | 6 | |
| | | | | **Geotechnical Nontechnical Subtotal** | **14** | |
| 35.55 | Coordination | LS | % | 3% | 4 | |
| | | | | **35. Geotechnical Total** | **136** | |

| Technical Meetings | Units | No of Units | Hours/ Unit | Total Hours | PM Attendance at Meeting Required? | Number |
|---|---|---|---|---|---|---|
| Kickoff Meeting with CFX | EA | 0 | 2 | 0 | | 0 |
| Boring Layout Approval | EA | 0 | 0 | 0 | | 0 |
| Attend in BDR Review Meeting | EA | 0 | 0 | 0 | | 0 |

## 35. Geotechnical

| Task No. | Task | Units | No of Units | Hours/ Unit | Total Hours | Comments | |
|---|---|---|---|---|---|---|---|
| 30/60/90% Submittal Review | | EA | 0 | 2 | 0 | | 0 |
| Other Meetings | | EA | 0 | 0 | 0 | | 0 |
| **Subtotal Technical Meetings** | | | | | **0** | **Subtotal Project Manager Meetings** | 0 |
| Progress Meetings (If required by CFX) | | EA | 1 | 2 | 2 | *PM attendance at Progress Meetings is manually entered on General Task* | - - |
| Phase Review Meetings | | EA | 0 | 2 | 0 | *attendance at Phase Review Meetings is manually entered on General Ta* | - - |
| **Total Meetings** | | | **2** | **2** | **2** | **Total Project Manager Meetings (carries to Tab 3)** | **0** |

Carries to 33 18

Carries to Tab 3

**SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES** **FEE SCHEDULE:** 2015

**PROJECT:** SR 528 Econlockhatchee Bridge Widening **PREPARED BY:** PGS

**FPID:** **DATE:** 4/22/2016

| Item | Description | Unit | Unit Price | No of Units | Cost |
|---|---|---|---|---|---|
| **01.00.00** | **GEOTECHNICAL FIELD EXPLORATION** | | | | |
| 01.01.00 | Crew & Equipment Mobilization: | | | | |
| 01.01.01 | Truck Rig Mobilization | EA | $450.00 | 0 | $ - |
| 01.01.02 | Mudbug Mobilization | EA | $500.00 | 1 | $ 500.00 |
| 01.01.03 | Track Rig Mobilization | EA | $3,000.00 | 0 | $ - |
| 01.01.04 | Barge (small) Mobilization | EA | $8,500.00 | 0 | $ - |
| 01.01.05 | Barge (offshore) Mobilization | EA | N/A | 0 | $ - |
| 01.01.06 | CPT Rig Mobilization | EA | $500.00 | 0 | $ - |
| 01.01.07 | Support Boat Mobilization | EA | $200.00 | 0 | $ - |
| 01.01.08 | Pavement Coring Equipment Mobilization | EA | $250.00 | 0 | $ - |
| 01.01.09 | Soil Survey/Coring/GPR Crew Mobilization | EA | $250.00 | 0 | $ - |
| 01.01.10 | Tri Pod Rig Mobilization | EA | $2,500.00 | 0 | $ - |
| 01.01.11 | Low Clearance Rig Mobilization | EA | N/A | 0 | $ - |
| 01.01.12 | Drill Rig Remobilization | EA | $150.00 | 1 | $ 150.00 |
| 01.02.00 | Auger Borings (ASTM D-1452): | | | | |
| 01.02.01 | Truck Auger Borings | LF | $9.00 | 0 | $ - |
| 01.02.02 | Mudbug Auger Borings | LF | $11.25 | 0 | $ - |
| 01.02.03 | Track Auger Borings | LF | $13.50 | 0 | $ - |
| 01.03.00 | Standard Penetration Test Borings (ASTM D-1586): | | | | |
| 01.03.01 | SPT - Truck/MB: | | | | |
| 01.03.01A | SPT - Truck/MB: 0-50 FT | LF | $12.00 | 330 | $ 3,960.00 |
| 01.03.01B | SPT - Truck/MB: 50-100 FT | LF | $14.00 | 0 | $ - |
| 01.03.01C | SPT - Truck/MB: 100-150 FT | LF | $21.00 | 0 | $ - |
| 01.03.01D | SPT - Truck/MB: 150-200 FT | LF | $28.00 | 0 | $ - |
| 01.03.01E | SPT - Truck/MB: 200-250 FT | LF | $38.00 | 0 | $ - |
| 01.03.01F | SPT - Truck/MB: 250-300 FT | LF | N/A | 0 | $ - |
| 01.03.02 | SPT - B/T/A: | | | | |
| 01.03.02A | SPT- B/T/A: 0-50 FT | LF | N/A | 0 | $ - |
| 01.03.02B | SPT- B/T/A: 50-100 FT | LF | N/A | 0 | $ - |

**SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES** **FEE SCHEDULE:** 2015

**PROJECT:** SR 528 Econlockhatchee Bridge Widening **PREPARED BY:** PGS

**FPID:** **DATE:** 4/22/2016

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

**SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES** **FEE SCHEDULE:** 2015

**PROJECT:** SR 528 Econlockhatchee Bridge Widening **PREPARED BY:** PGS

**FPID:** **DATE:** 4/22/2016

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

**SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES** **FEE SCHEDULE:** 2015

**PROJECT:** SR 528 Econlockhatchee Bridge Widening **PREPARED BY:** PGS

**FPID:** **DATE:** 4/22/2016

| Item | Description | Unit | Unit Price | No of Units | Cost |
|---|---|---|---|---|---|
| 01.07.02A | 3" Casing - B/T/A: 0-50 FT | LF | N/A | 0 | $ - |
| 01.07.02B | 3" Casing - B/T/A: 50-100 FT | LF | N/A | 0 | $ - |
| 01.07.02C | 3" Casing - B/T/A: 100-150 FT | LF | N/A | 0 | $ - |
| 01.07.02D | 3" Casing - B/T/A: 150-200 FT | LF | N/A | 0 | $ - |
| 01.07.02E | 3" Casing - B/T/A: 200-250 FT | LF | N/A | 0 | $ - |
| 01.07.02F | 3" Casing - B/T/A: 250-300 FT | LF | N/A | 0 | $ - |
| 01.07.03 | 4" Temp. Casing - Truck/MB: | | | | |
| 01.07.03A | 4" Casing - Truck/MB: 0-50 FT | LF | $10.00 | 110 | $ 1,100.00 |
| 01.07.03B | 4" Casing - Truck/MB: 50-100 FT | LF | $12.00 | 0 | $ - |
| 01.07.03C | 4" Casing - Truck/MB: 100-150 FT | LF | $14.00 | 0 | $ - |
| 01.07.03D | 4" Casing - Truck/MB: 150-200 FT | LF | $16.00 | 0 | $ - |
| 01.07.03E | 4" Casing - Truck/MB: 200-250 FT | LF | $18.00 | 0 | $ - |
| 01.07.03F | 4" Casing - Truck/MB: 250-300 FT | LF | N/A | 0 | $ - |
| 01.07.04 | 4" Temp. Casing - B/T/A: | | | | |
| 01.07.04A | 4" Casing - B/T/A: 0-50 FT | LF | N/A | 0 | $ - |
| 01.07.04B | 4" Casing - B/T/A: 50-100 FT | LF | N/A | 0 | $ - |
| 01.07.04C | 4" Casing - B/T/A: 100-150 FT | LF | N/A | 0 | $ - |
| 01.07.04D | 4" Casing - B/T/A: 150-200 FT | LF | N/A | 0 | $ - |
| 01.07.04E | 4" Casing - B/T/A: 200-250 FT | LF | N/A | 0 | $ - |
| 01.07.04F | 4" Casing - B/T/A: 250-300 FT | LF | N/A | 0 | $ - |
| 01.08.00 | Extra SPT Samples: | | | | |
| 01.08.01 | Extra SPT Samples - Truck/MB: | | | | |
| 01.08.01A | Extra SPT Samples - Truck/MB: 0-50 FT | EA | $35.00 | 0 | $ - |
| 01.08.01B | Extra SPT Samples - Truck/MB: 50-100 FT | EA | $37.00 | 0 | $ - |
| 01.08.01C | Extra SPT Samples - Truck/MB: 100-150 FT | EA | $75.00 | 0 | $ - |
| 01.08.01D | Extra SPT Samples - Truck/MB: 150-200 FT | EA | $90.00 | 0 | $ - |
| 01.08.01E | Extra SPT Samples - Truck/MB: 200-250 FT | EA | $105.00 | 0 | $ - |
| 01.08.01F | Extra SPT Samples - Truck/MB: 250-300 FT | EA | N/A | 0 | $ - |
| 01.08.02 | Extra SPT Samples - B/T/A: | | | | |

**SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES** **FEE SCHEDULE:** 2015

**PROJECT:** SR 528 Econlockhatchee Bridge Widening **PREPARED BY:** PGS

**FPID:** **DATE:** 4/22/2016

| Item | Description | Unit | Unit Price | No of Units | Cost |
|---|---|---|---|---|---|
| 01.08.02A | Extra SPT Samples - B/T/A: 0-50 FT | EA | N/A | 0 | $ - |
| 01.08.02B | Extra SPT Samples - B/T/A: 50-100 FT | EA | N/A | 0 | $ - |
| 01.08.02C | Extra SPT Samples - B/T/A: 100-150 FT | EA | N/A | 0 | $ - |
| 01.08.02D | Extra SPT Samples -B/T/A: 150-200 FT | EA | N/A | 0 | $ - |
| 01.08.02E | Extra SPT Samples - B/T/A: 200-250 FT | EA | N/A | 0 | $ - |
| 01.08.02F | Extra SPT Samples - B/T/A: 250-300 FT | EA | N/A | 0 | $ - |
| 01.09.00 | Undisturbed Samples (ASTM D-1587): | | | | |
| 01.09.01 | Undisturbed Samples - Truck/MB: | | | | |
| 01.09.01A | Undisturbed Samples - Truck/MB: 0-50 FT | EA | $120.00 | 2 | $ 240.00 |
| 01.09.01B | Undisturbed Samples - Truck/MB: 50-100 FT | EA | $140.00 | 0 | $ - |
| 01.09.01C | Undisturbed Samples - Truck/MB: 100-150 FT | EA | $240.00 | 0 | $ - |
| 01.09.01D | Undisturbed Samples - Truck/MB: 150-200 FT | EA | $300.00 | 0 | $ - |
| 01.09.02 | Undisturbed Samples - B/T/A: | | | | |
| 01.09.02A | Undisturbed Samples - B/T/A: 0-50 FT | EA | N/A | 0 | $ - |
| 01.09.02B | Undisturbed Samples - B/T/A: 50-100 FT | EA | N/A | 0 | $ - |
| 01.09.02C | Undisturbed Samples - B/T/A: 100-150 FT | EA | N/A | 0 | $ - |
| 01.09.02D | Undisturbed Samples - B/T/A: 150-200 FT | EA | N/A | 0 | $ - |
| 01.10.00 | Drill Rig and Crew (Clearing/Difficult Access) | | | | |
| 01.10.01 | Drill Rig and 2-Man Crew - Truck/MB | HR | $200.00 | 16 | $ 3,200.00 |
| 01.10.02 | Drill Rig and 2-Man Crew - B/T/A | HR | $300.00 | 0 | $ - |
| 01.10.03 | Drill Rig and 3-Man Crew - Truck/MB | HR | $250.00 | 0 | $ - |
| 01.10.04 | Drill Rig and 3-Man Crew - B/T/A | HR | $375.00 | 0 | $ - |
| 01.11.00 | Drill Mud Contain/Disposal | | | | |
| 01.11.01 | Drill Mud Contain/Disposal - Truck/MB | EA | $200.00 | 0 | $ - |
| 01.11.02 | Drill Mud Contain/Disposal - B/T/A | EA | $400.00 | 0 | $ - |
| 01.12.00 | Hand Probing/Wash Borings | | | | |
| 01.12.01 | Hand Probing/Wash Borings - 2 Person Crew | HR | $125.00 | 0 | $ - |
| 01.12.02 | Hand Probing/Wash Borings - 3 Person Crew | HR | $175.00 | 0 | $ - |
| 01.13.00 | Field Permeability Test | | | | |

**SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES** **FEE SCHEDULE:** 2015

**PROJECT:** SR 528 Econlockhatchee Bridge Widening **PREPARED BY:** PGS

**FPID:** **DATE:** 4/22/2016

| Item | Description | Unit | Unit Price | No of Units | Cost |
|---|---|---|---|---|---|
| 01.13.01 | Field Permeability Test (0-10') | EA | $300.00 | 0 | $ - |
| 01.13.02 | Field Permeability Test (10-25') | EA | $400.00 | 0 | $ - |
| 01.14.00 | Temporary Piezometer | | | | |
| 01.14.01 | Temporary Piezometer (0-50') | LF | $25.00 | 0 | $ - |
| 01.14.02 | Temporary Piezometer Locking Assembly | EA | N/A | 0 | $ - |
| 01.15.00 | Pavement Cores (Excluding MOT) | EA | $100.00 | 0 | $ - |
| 01.16.00 | Ground Surface D.R.I | EA | $500.00 | 0 | $ - |
| 01.17.00 | Field Vane Shear Strength | EA | $400.00 | 0 | $ - |
| 01.18.00 | Dilatometer Sounding | HR | $240.00 | 0 | $ - |
| 01.19.00 | Ground Penetrating Radar Crew - 2 Person | HR | $250.00 | 0 | $ - |
| 01.20.00 | CPT Data Reduction | EA | N/A | 0 | $ - |
| 01.21.00 | Maintenance of Traffic | | | | |
| 01.21.01 | MOT - Barricades | DAY | $50.00 | 5 | $ 250.00 |
| 01.21.02 | MOT - Flashing Arrowboard | DAY | $125.00 | 0 | $ - |
| 01.21.03 | MOT - Law Enforcement Officer | DAY | $400.00 | 0 | $ - |
| 01.21.04 | MOT - Crash Truck | DAY | $1,500.00 | 0 | $ - |
| 01.21.05 | MOT - Support Vehicle | DAY | $40.00 | 0 | $ - |
| 01.21.06 | MOT - Signs | DAY | $40.00 | 5 | $ 200.00 |
| 01.21.07 | MOT - Certified Traffic Control Specialist | HR | $75.00 | 0 | $ - |
| 01.22.00 | Other Support Services | | | | |
| 01.22.01 | Support Vehicle | DAY | $50.00 | 0 | $ - |
| 01.22.02 | Support Boat | DAY | $200.00 | 0 | $ - |
| 01.22.03 | Heavy Equipment | DAY | N/A | 0 | $ - |
| 01.22.04 | GPS Unit | DAY | $45.00 | 0 | $ - |
| **02.00.00** | **GEOTECHNICAL LABORATORY TESTING SERVICES** | | | | |
| 02.01.00 | Grain Size Analysis: | | | | |
| 02.01.01 | Full Gradation | EA | $60.00 | 0 | $ - |
| 02.01.02 | Single Sieve | EA | $36.00 | 28 | $ 1,008.00 |
| 02.02.00 | Hydrometer (FM 1-T 88) | EA | $150.00 | 0 | $ - |

**SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES** **FEE SCHEDULE:** 2015

**PROJECT:** SR 528 Econlockhatchee Bridge Widening **PREPARED BY:** PGS

**FPID:** **DATE:** 4/22/2016

| Item | Description | Unit | Unit Price | No of Units | Cost |
|---|---|---|---|---|---|
| 02.03.00 | Organic Content (FM 1-T 267) | EA | $40.00 | 12 | $ 480.00 |
| 02.04.00 | Atterberg Limits: | | | | |
| 02.04.01 | Atterberg - Liquid Limit | EA | $38.00 | 4 | $ 152.00 |
| 02.04.02 | Atterberg - Plastic Limit | EA | $38.00 | 4 | $ 152.00 |
| 02.05.00 | Natural Moisture Content (FM 1-T 265) | EA | $11.00 | 14 | $ 154.00 |
| 02.06.00 | Unit Weight | EA | $40.00 | 1 | $ 40.00 |
| 02.07.00 | Consolidation (FM 1-T 216) | EA | $450.00 | 1 | $ 450.00 |
| 02.08.00 | Permeability (FM 1-T 215/5-513) | EA | $250.00 | 0 | $ - |
| 02.09.00 | Corrosion Series (pH, Sulfate, Chloride, Resistivity) | EA | $145.00 | 12 | $ 1,740.00 |
| 02.11.00 | Unconfined Compression: | | | | |
| 02.11.01 | Unconfined Comp. - Soil | EA | $225.00 | 0 | $ - |
| 02.11.02 | Unconfined Comp. - Rock | EA | $150.00 | 0 | $ - |
| 02.12.00 | Limerock Bearing Ratio (FM 5-515) | EA | $330.00 | 0 | $ - |
| 02.13.00 | Specific Gravity (FM 1-T 100) | EA | $55.00 | 1 | $ 55.00 |
| 02.14.00 | Bitumen Extraction (FM 1-T 164) | EA | $90.00 | 0 | $ - |
| 02.15.00 | Aggregate Gradation (FM 1-T 30) | EA | $60.00 | 0 | $ - |
| 02.16.00 | Direct Shear (ASTM D-3080) | EA | $230.00 | 0 | $ - |
| 02.17.00 | Shrinkage Factor (FM 1-T 092) | EA | $50.00 | 0 | $ - |
| 02.18.00 | Swell Potential (ASTM D-4546) | EA | $50.00 | 0 | $ - |
| 02.19.00 | Proctor Compaction (FM 5-521/525) | EA | $100.00 | 0 | $ - |
| 02.20.00 | Splitting Tensile (ASTM D-3967) | EA | $150.00 | 0 | $ - |
| **03.00.00** | **GEOTECHNICAL ENGINEERING AND TECHNICAL SERVICES** | | | | |
| 03.01.00 | Senior Engineer | HR | $135.63 | 29 | $ 3,933.27 |
| 03.03.00 | Project Engineer | HR | $133.38 | 81 | $ 10,803.78 |
| 03.04.00 | CADD/Computer Technician | HR | $83.09 | 26 | $ 2,160.34 |
| | **GEOTECHNICAL MAN HOUR TOTAL** | 136 | **GEOTECHNICAL TOTAL** | | $ 30,728.39 |
| **04.00.00** | **CONTAMINATION FIELD EXPLORATION** | | | | |
| | **CONTAMINATION MAN HOUR TOTAL** | 0 | **CONTAMINATION TOTAL** | | $ - |
| | | | | **AFP ADJUSTMENT** | $ - |

**SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES**

**FEE SCHEDULE:** 2015

**PROJECT:** SR 528 Econlockhatchee Bridge Widening

**PREPARED BY:** PGS

**FPID:**

**DATE:** 4/22/2016

| Item | Description | Unit | Unit Price | No of Units | Cost |
|---|---|---|---|---|---|
| | **PROPOSAL MAN HOUR TOTAL** | 136 | | **PROPOSAL TOTAL** | $ 30,728.39 |

**VHB**

# SR 528 ECONLOCKHATCHEE BRIDGE WIDENING TO DALLAS BLVD PROJECT № 528-131

## Supplemental No. 1B
## Scope of Services

**Supplemental Services Description:**

This supplemental request covers additional services for the design of additional project plan sheets to address the need for temporary IT lines prior to muck removal and other related changes.

# ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT
## SA 1B

Name of Project: CFX Project No 528-131 - SR 528 Bridge Replacement Over The Econolockhatchee River
County: Orange
FPN: 0
FAP No: 1/0/1900

Consultant Name: VHB
Consultant No.: enter consultants proj number
Date: 4/22/2016
Estimator: Erik Spillmann

| Staff Classification | Total Staff Hours From "SH Summary - | Principal Engineer | Project Manager | Sr. Designer | Specialist | Engineering Intern | Clerical | Sr. Engineer | Project Engineer | Staff Classification 9 | Staff Classification 10 | Staff Classification 11 | Staff Classification 12 | SH By Activity | Salary Cost By Activity | Average Rate Per Task |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | $74.55 | $57.59 | $57.59 | $33.66 | $25.85 | $15.00 | $57.70 | $31.74 | $0.00 | $0.00 | $0.00 | $0.00 | | | |
| 3 Project General and Project Common Tasks | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 4 Roadway Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 5 Roadway Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 6 Drainage Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 7 Utilities | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 8 Environmental Permits, Compliance & Clearances | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 9 Structures - Misc Tasks, Dwgs, Non-Tech | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 10 Structures - Bridge Development Report | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 11 Structures - Temporary Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 12 Structures - Short Span Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 13 Structures - Medium Span Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 14 Structures - Structural Steel Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 15 Structures - Segmental Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 16 Structures - Movable Span | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 17 Structures - Retaining Walls | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 18 Structures - Miscellaneous | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 19 Signing & Pavement Marking Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 20 Signing & Pavement Marking Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 21 Signalization Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 22 Signalization Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 23 Lighting Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 24 Lighting Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 25 Landscape Architecture Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 26 Landscape Architecture Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 27 Survey (Field & Office Support) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 28 Photogrammetry | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 29 Mapping | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 30 Terrestrial Mobile LiDAR | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 31 Architecture Development | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 32 Noise Barriers Impact Design Assessment | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 33 Intelligent Transportation Systems Analysis | 16 | 0 | 3 | 5 | 4 | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 16 | $677 | $42.32 |
| 34 Intelligent Transportation Systems Plans | 52 | 1 | 10 | 12 | 13 | 10 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 52 | $2,128 | $40.92 |
| 35 Geotechnical | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| **Total Staff Hours** | 68 | 1 | 13 | 17 | 17 | 12 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 68 | | |
| **Total Staff Cost** | | $74.55 | $748.67 | $979.03 | $572.22 | $310.20 | $120.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | | $2,804.67 | $41.25 |
| | | | | | | | | | | | | | | Check = | $2,804.67 | |

Survey Field Days by Subconsultant
4 - Person Crew:

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

| | | | |
|---|---|---|---|
| SALARY RELATED COSTS: | | | $2,804.67 |
| OVERHEAD: | 157.95% | | $4,429.98 |
| OPERATING MARGIN: | 12% | | $868.16 |
| FCCM (Facilities Capital Cost Money): | | | $0.00 |
| EXPENSES: | See Expense Estimate Sheet | | |
| Survey (Field - If by Prime) | 0 days @ 4-man crew | $ - / day | $0.00 |
| **SUBTOTAL ESTIMATED FEE:** | | | **$8,102.81** |
| Subconsultant: Enter Name Sub 1 | | | $0.00 |
| Subconsultant: Sub 2 | | | $0.00 |
| Subconsultant: Sub 3 | | | $0.00 |
| Subconsultant: Sub 4 | | | $0.00 |
| Subconsultant: Sub 5 | | | $0.00 |
| Subconsultant Sub 6 | | | $0.00 |
| Subconsultant: Sub 7 | | | $0.00 |
| Subconsultant: Sub 8 | | | $0.00 |
| Subconsultant: Sub 9 | | | $0.00 |
| Subconsultant: Sub 10 | | | $0.00 |
| Subconsultant: Sub 11 | | | $0.00 |
| Subconsultant: Sub 12 | | | $0.00 |
| **SUBTOTAL ESTIMATED FEE:** | | | **$8,102.81** |
| Geotechnical Field and Lab Testing | | | $0.00 |
| **SUBTOTAL ESTIMATED FEE:** | | | **$8,102.81** |
| Optional Services | | | |
| **GRAND TOTAL ESTIMATED FEE:** | | | **$8,102.81** |

## Project Activity 33: Intelligent Transportation Systems Analysis

Estimator:

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

0

| Task No. | Task | Units | No of Units | Hours/ Unit | Total Hours | Comments |
|---|---|---|---|---|---|---|
| 33 1 | ITS Analysis | LS | 1 | 0 | 0 | Provide Temporary IT System Until Final Grading Nears Completion |
| 33 2 | Communications Plan Analysis | LS | 1 | 0 | 0 | Temporarily communication analysis |
| 33 3 | Lightning Protection Analysis | LS | 1 | 0 | 0 | |
| 33 4 | Power Subsystem | LS | 1 | 6 | 6 | MOC Temp Power |
| 33.5 | Voltage Drop Calculations | LS | 1 | 0 | 0 | |
| 33 6 | Design Documentation | LS | 1 | 2 | 2 | |
| 33 7 | Existing ITS System | LS | 1 | 0 | 0 | |
| 33 8 | Queue Analysis | LS | 1 | 0 | 0 | |
| 33.9 | Reference and Master ITS Design File | LS | 1 | 0 | 0 | |
| 33 10 | Reference and Master Communications Design File | LS | 1 | 0 | 0 | |
| 33 11 | Pole Elevation Analysis | LS | 1 | 0 | 0 | |
| 33 12 | Sign Panel Design Analysis | LS | 1 | 0 | 0 | By Others |
| 33 13 | Quantities | LS | 1 | 4 | 4 | MOC Quantities |
| 33.14 | Cost Estimate | LS | 1 | 2 | 2 | MOC Cost Estimate |
| 33.15 | Technical Special Provisions | LS | 1 | 0 | 0 | |
| 33 16 | Other ITS Analyses | LS | 1 | 0 | 0 | |
| | **Intelligent Transportation Systems Analysis Technical Subtotal** | | | | **14** | |
| 33 17 | Field Reviews | LS | 1 | 0 | 0 | |
| 33 18 | Technical Meetings | LS | 1 | 0 | 0 | Meetings are listed below |
| 33.19 | Quality Assurance/Quality Control | LS | % | 5% | 1 | |
| 33 20 | Supervision | LS | % | 5% | 1 | |
| | **Intelligent Transportation Systems Analysis Nontechnical Subtotal** | | | | **2** | |
| 33 21 | Coordination | LS | % | 3% | 0 | |
| | **33. Intelligent Transportation Systems Analysis Total** | | | | **16** | |

| **Technical Meetings** | | | | |
|---|---|---|---|---|
| Kickoff Meeting | EA | 0 | 0 | 0 |
| Local Governments (cities, counties, MPO) | EA | 0 | 0 | 0 |
| Utility Owners | EA | 0 | 0 | 0 |
| Field Meetings | EA | 0 | 0 | 0 |
| Other Meetings | EA | 0 | 0 | 0 |
| **Subtotal Technical Meetings** | | | | **0** |
| Progress Meetings (if required by FDOT) | EA | 0 | 0 | 0 |
| Phase Review Meetings | EA | 0 | 0 | 0 |
| **Total Meetings** | | | | **0** |

Carries to 33 18

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

## Project Activity 34: Intelligent Transportation Systems Plans

Estimator:

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

0

| Task No. | Task | Scale | Units | No. of Units | Hours/ Unit | No. of Sheets | Total Hours | Comments |
|---|---|---|---|---|---|---|---|---|
| 34.1 | Key Sheet | | Sheet | 0 | 0 | 0 | 0 | |
| 34.2 | Summary of Pay Items Including Trns*port Input | | Sheet | 0 | 0 | 0 | 0 | |
| 34.3 | Tabulation of Quantities | | Sheet | 1 | 2 | 1 | 2 | MOC Quantites |
| 34.4 | General Notes/Pay Item Notes | | Sheet | 1 | 2 | 1 | 2 | MOC Notes |
| 34.5 | Project Layout | | Sheet | 0 | 0 | 0 | 0 | |
| 34.6 | Typical and Special Details | | Sheet | 0 | 0 | 0 | 0 | |
| 34.7 | Plan Sheet | | Sheet | 10 | 4 | 10 | 40 | MOC Plan Sheets |
| 34.8 | ITS Communications Plans | | Sheet | 1 | 4 | 1 | 4 | MOC |
| 34.9 | Fiber Optic Splice Diagrams | | Sheet | 0 | 0 | 0 | 0 | |
| 34.10 | Lightning Protection Plans | | Sheet | 0 | 0 | 0 | 0 | |
| 34.11 | Cross Sections | | Sheet | 0 | 0 | 0 | 0 | |
| 34.12 | Guide Sign Worksheet(s) | | Sheet | 0 | 0 | 0 | 0 | |
| 34.13 | Special Service Point Details | | Sheet | 0 | 0 | 0 | 0 | |
| 34.14 | Strain Pole Schedule | | Sheet | 0 | 0 | 0 | 0 | |
| 34.15 | Overhead/Cantilever Sign Structure | | Sheet | 0 | 0 | 0 | 0 | By Others |
| 34.16 | Other Overhead Sign Structures (Long Span, Monotube, etc.) | | Sheet | 0 | 0 | 0 | 0 | By Others |
| 34.17 | Traffic Control Plans | | Sheet | 0 | 0 | 0 | 0 | |
| 34.18 | Interim Standards | | Sheet | 0 | 0 | 0 | 0 | |
| 34.19 | GIS Data and Asset Management Requirements | | LS | | 0 | 0 | 0 | |
| **Intelligent Transportation System Plans Technical Subtotal** | | | | | | **13** | **48** | |
| 34.20 | Quality Assurance/Quality Control | | LS | % | 5% | | 2 | |
| 34.21 | Supervision | | LS | % | 5% | | 2 | |
| **34. Intelligent Transportation System Plans Total** | | | | | | **13** | **52** | |

# CONSENT AGENDA ITEM

# #7

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement

DATE: April 26, 2016

SUBJECT: Authorization to Advertise for Construction Bids
Systemwide E-PASS Signage Replacements
Project 599-624, Contract No. 001203

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Board authorization is requested to advertise for construction bids for the Systemwide E-PASS Signage Replacements. Work to be performed will include the fabrication and installation to replace identified E-PASS signs throughout the CFX system that have met their serviceable life.

This project is included in the current Five-Year Work Plan.

Reviewed by:
Glenn Pressimone, PE
Director of Engineering

# CONSENT AGENDA ITEM

# #8

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement

DATE: April 26, 2016

SUBJECT: Authorization to Award of Contract to TY Lin International
S.R. 528 / S.R. 436 Bridge Deck Replacement
Project 528-130, Contract No. 001135

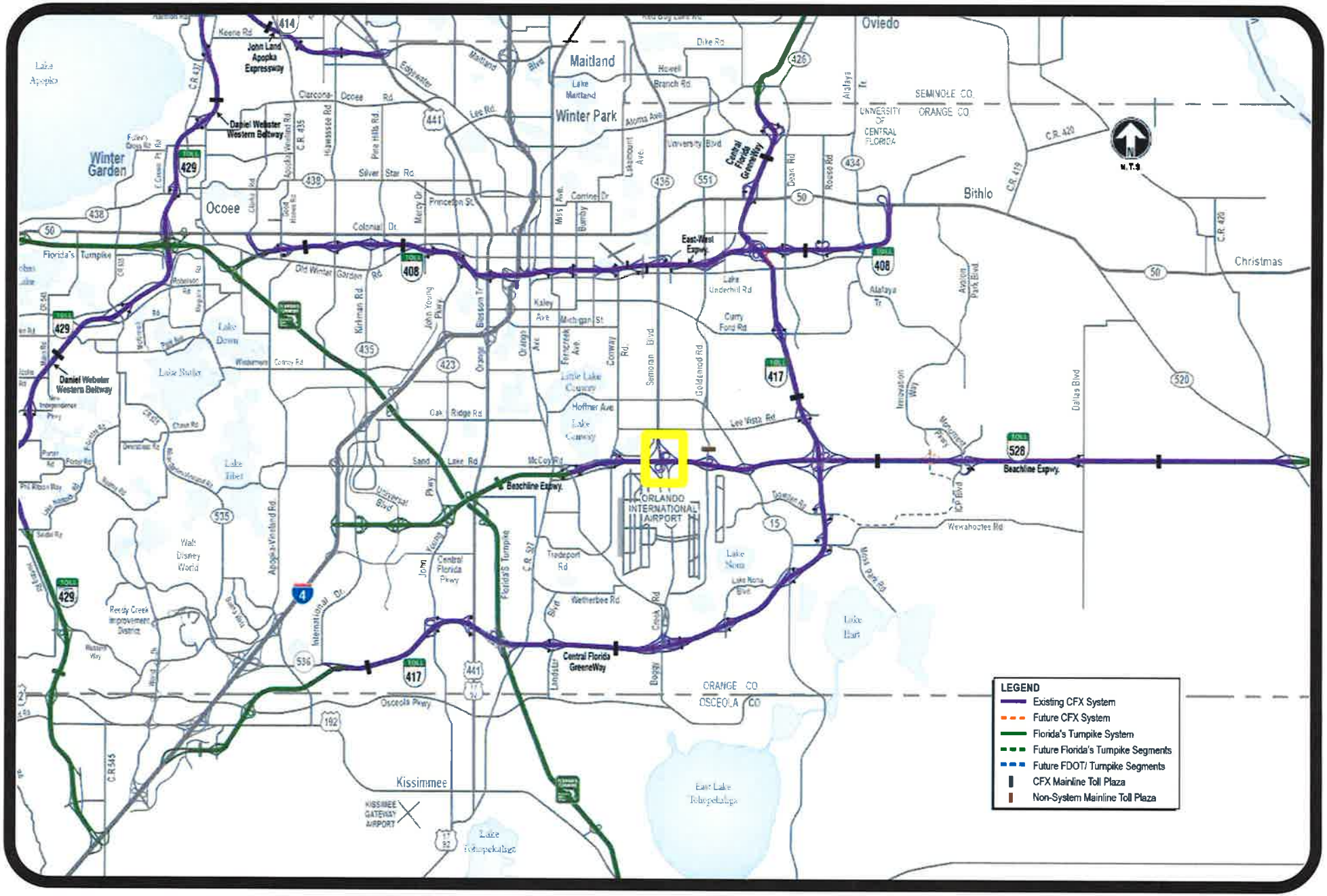
---

The Board approved on December 10, 2015, the final ranking of the firms for the referenced project and authorized staff to enter into negotiations with the highest ranked firm, TY Lin International. Those negotiations have been completed and Board award of the contract to TY Lin International is requested in the not-to-exceed amount of $1,260,000.00.

Reviewed by:
Glenn Pressimone, PE
Director of Engineering

4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011

WWW.CFXWAY.COM




Project Location Map for
S.R. 528 / S.R. 436 Bridge Deck Replacement (528-130)

Contract No. 001135

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

THIS AGREEMENT, made and entered into this 12th day of May, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 63-573 Laws of Florida, 1963, (Chapter 348, Part V, Florida Statutes) hereinafter called "CFX" and T.Y. LIN INTERNATIONAL, hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 225 E Robinson Street, Suite 490, Orlando, Florida 32801.

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

WITNESSETH:

1.0 CFX does hereby retain the CONSULTANT to furnish certain services in connection with the design of the S.R. 528 / S.R. 436 Bridge Deck Replacement identified as Contract No. 001135.

2.0 The CONSULTANT and CFX 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 CFX's Executive Director.

Reference herein to the Project Manager shall mean CFX's Director of Engineering or his authorized designee. The Project Manager shall provide the management and technical direction for this Agreement on behalf of CFX. All technical and administrative provisions of this Agreement shall be managed by the Project Manager and the CONSULTANT shall comply with all of the directives of the Project Manager that are within the purview of this Agreement. Decisions concerning Agreement amendments and adjustments, such as time extensions and supplemental agreements shall be made by the Project Manager.

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

3.0 TERM OF AGREEMENT AND RENEWALS

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

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

4.0 PROJECT SCHEDULE

The CONSULTANT agrees to provide Project Schedule progress reports in a format acceptable to CFX and at intervals established by CFX. CFX 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 CFX, or of other agencies interested in the project on behalf of CFX. Either party to the Agreement may request and be granted a conference.

In the event there are delays on the part of CFX 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, CFX 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 CFX 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. CFX will review the request and make a determination as to granting all or part of the requested extension.

In the event the scheduled project completion date is reached and the CONSULTANT has not requested, or if CFX 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 CFX.

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 CFX, 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 CFX. It is understood and agreed that CFX 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.

Nadic Engineering Services (Class 2)
WBQ Design and Engineering (Class 1 & Class 2)
Traffic Engineering & Data Solutions (Class 1)

CONSULTANT shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX'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 CFX 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 CFX'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 CFX 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 CFX Board at its next regularly scheduled meeting.

6.0 SERVICES TO BE PROVIDED

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

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

After CFX'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 CFX, 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 CFX of said plans, documents, reports, studies or other data for any purpose other than intended by the terms of this Agreement.

7.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in Exhibit "B", Method of Compensation, attached hereto and made a part hereof, in the amount of $1,260,000.00. Bills for fees or other compensation for services or expenses shall be submitted to CFX 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. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest.

Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX 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 CFX 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 CFX 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 CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX 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 225 E Robinson Street, Suite 490, Orlando, Florida 32801.

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by CFX and subject to the provisions of Chapter 119,

Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Failure by the CONSULTANT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by CFX.

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 CFX 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 CFX, whichever is later.

11.0 TERMINATION

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

If CFX determines that the performance of the CONSULTANT is not satisfactory, CFX 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 CFX requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, CFX 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 CFX 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, CFX 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 CFX.

CFX 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 CFX, 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 CFX. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 11.0 hereof. CFX 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. CFX further reserves the right to

suspend the qualifications of the CONSULTANT to do business with CFX 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 CFX'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 CFX are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by CFX, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by CFX to be reasonable. In such event, the CONSULTANT will have the right to file a claim with CFX 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 CFX and request clarification of CFX's interpretation of this Agreement.

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

14.0 HOLD HARMLESS AND INDEMNIFICATION

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

When CFX 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, CFX will immediately forward the notice of claim to the CONSULTANT. The CONSULTANT and CFX will evaluate the notice of claim and report their findings to each other within fourteen working days.

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

The parties agree that 1% of the total compensation to the CONSULTANT for performance of this Agreement is the specific consideration from CFX 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 CFX against any claim, suit or proceeding brought against CFX 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 CFX.

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, CFX 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 CFX, 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 CFX. 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 CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX 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 CFX 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 CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

The CONSULTANT shall provide CFX with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX 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 CFX 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 CFX, CFX 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 CFX. At the option of AUTHORITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX, 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 CFX.

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX 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 CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX 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 CFX 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 CFX.

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

18.0 STANDARD OF CONDUCT

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

The CONSULTANT acknowledges that it has read CFX'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 CFX 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 CFX harmless for any violations of the same. Furthermore, if CFX determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, CFX 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 CFX 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 CFX 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 CFX as either a prime or subconsultant where the CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

21.0 SEVERABILITY

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

22.0 GOVERNING LAW AND VENUE

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

23.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

Exhibit "E", Project Location Map

Exhibit "F", Schedule

IN WITNESS WHEREOF, the CONSULTANT and CFX 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 CFX's Board of Directors at its meeting on May 12th, 2016.

**T.Y. LIN INTERNATIONAL**

BY:_____
Authorized Signature

Print Name:_____

Title:_____

ATTEST:_____(Seal)
Secretary or Notary

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

BY:_____
Director of Procurement

Print Name:_____

Approved as to form and execution, only.

General Counsel for CFX

_____

**Exhibit A**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## SCOPE OF SERVICES

## FOR

## S.R. 528 / S.R 436 BRIDGE DECK REPLACEMENTS

## PROJECT NO. 528-130

## IN ORANGE COUNTY, FLORIDA

## APRIL, 2016

## 1.0 GENERAL

### 1.01 Location

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

### 1.02 Description

The services will include final geometric and structural design, load rating and preparation of construction drawings/specifications to remove and replace the existing bridge decks at the following locations: the southbound S.R. 436 bridge over S.R. 528, the southbound S.R. 436 bridge over Ramp M and the northbound S.R. 436 bridge over S.R. 528. The design of temporary bridges for southbound S.R. 436 over S.R. 528 and southbound S.R. 436 over Ramp M for maintenance of traffic purposes is also included.

Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

### 1.03 Purpose

A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 528 / S.R. 436 Bridge Deck Replacements.

B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final bridge plans, final lighting plans, final traffic control plans, final utility plans, final fiber optic network plans, final signing and pavement marking plans and preparation of a complete environmental resource application (or permit modification) including 100% storm water management,.

C. The Authority's Project Manager will provide contract administration, management services and technical reviews of all work associated with the preliminary and final designs.

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

### 1.04 Organization

A. The Authority's Project Manager will administer the Consultant services

detailed in this scope. The following sections define the duties and obligations of the Authority and the Consultant.

1.05 Term of Agreement for Design Services

A. The term of the Agreement to perform the required design services shall be within twelve (12) months from notice to proceed, including all reviews. Any fast track of services will be at the direction of the Authority's Project Manager.

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

1. Project Milestones:

The Consultant will prepare a tabulation of major project milestones.

2. Project Schedule:

The Consultant shall include a schedule of major design tasks.

## 2.0 STANDARDS

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

1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2016 edition, and updates there aftter, shall be used for this project.

2. The FDOT Design Standards (Index Drawings), latest edition and subsequent interim indexes and updates, shall be used for this project.

3. The FDOT Plans Preparation Manual, latest edition, shall be used for this project.

4. The FDOT Basis of Estimates Handbook, latest edition, shall be used for this project.

5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2004 edition, shall be used for this project.

6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as amended, shall be used for this project.

## 3.0 DESIGN CRITERIA

### 3.01 General

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

A. The design criteria listed in this section and Project Design Directives, provided by the Authority during the course of the project, may supplement the Project Design Guidelines.

B. Design year – 2037

C. Design vehicle – WB-62FL

D. Along with the 30% design submittal, the Consultant shall provide a tabulation of all applicable drainage and stormwater management criteria from Federal, State and local agencies and indicated which will be used for all segments and portions of the project. Unless otherwise directed by the Authority, the Consultant shall use the most restrictive or conservative criteria applicable.

### 3.02 Geometry

The following criteria are to be incorporated into the design:

| DESIGN ELEMENT | EXPRESSWAY MAINLINE | EXPRESSWAY RAMPS | CROSSROADS/ COLLECTORS |
|---|---|---|---|
| Design Speed, MPH | 70 mph | 30 mph (Loop)<br>50 mph (Diamond)<br>50 mph (Directional) | 30 Local<br>45 Urban<br>50 Rural |
| Horizontal Alignment<br>a. Max. Curve, Degrees | 3°° 30' | 24° 45' Loop<br>8° 15' Diamond<br>8° 15' Directional | 20° |
| b. Max. Superelevation, ft/ft. | 0.10 | 0.10 | 0.05 Urban<br>0.10 Rural |
| c. Lane Drop Tapers | 70:1 | 50:1 | |
| d. Transitions | Use spirals for curves > 1° 30' | Use spirals for curves > 1° 30' | Use spirals for curves > 1° 30' |
| Vertical Alignment<br>a. Max. Grade | 3% | 5% to 7% (30 mph)<br>3% to 5% (50 mph) | 5% Arterial Rural<br>7% Collector Rural |
| b. Vertical Curvature (K) (K=Len./%grade change)<br>Crest | 506 FDOT<br>290 to 540 AASHTO | 31 (30 mph)<br>136 (50 mph)<br>110 to 160 Other (AASHTO) | 31 to 136 |
| Sag | 206 FDOT<br>150 to 200 AASHTO | 31 (30 mph)<br>136 (50 mph)<br>90 to 110 Other (AASHTO) | 37 to 96 |
| c. Decision Sight Dist., ft. | Refer to AASHTO | N/A | N/A |

| DESIGN ELEMENT | EXPRESSWAY MAINLINE | EXPRESSWAY RAMPS | CROSSROADS/ COLLECTORS |
|---|---|---|---|
| Cross Sections | | | |
| a. Lane Widths, ft. | 12 | 12 dual lanes<br>15 min. single lane | 12 inner lanes<br>12-16 outer lanes |
| b. Shoulder width, ft. | 4-Lane | Single Lane | |
| Right | 12 (10 paved) | 6 (4 paved) | 8 (4*paved) |
| Left | 8 (4 paved) | 6 (2 paved) | 8 (2 paved) |
| | | | * min. 5' paved FDOT |
| | 6-Lane | Dual Lane | |
| Right | 12 (10 paved) | 10* (8* paved) | |
| Left | 12 (10 paved) | 8 (4 paved)<br>(* add 2' for interstate) | |
| Bridges, ft. | 4-Lane | Single-Lane | |
| Right | 10 | 6 | |
| Left | 6 | 6 | |
| | 6-Lane | Dual Lane | |
| Right | 10 | 10 | |
| Left | 10 | 6 | |
| c. Cross Slopes | | | |
| 1. Traffic Lanes | 2% (4-lane)<br>3% or tbd (6-lane) | 2% | 2% |
| 2. Bridge Lanes | 2% typ. (no break) | | |
| 3. Left Shoulder | 5% | 5% | 5% |
| 4. Right Shoulder | 6% | 6% | 6% |
| d. Median Width (4-lane), ft. (E.O.P./E.O.P.) | 64' (typical)<br>26' (with barrier) | N/A | 22' or 40' |
| Horizontal Clearance | PPM 1-2.11 | PPM 1-2.11 | PPM 1-2.11 |
| Vertical Clearance, ft. | | | |
| 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

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

Right of Way

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

3.03 Bridge and Other Structures

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

## 4.0 WORK PERFORMED BY CONSULTANT

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

### 4.01 Design Features

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

B. Major elements of the work include the following:

The services will include final geometric and structural design, load rating and preparation of construction drawings/specifications to remove and replace the existing bridge decks at the following locations: the southbound S.R. 436 bridge over S.R. 528, the southbound S.R. 436 bridge over Ramp M and the northbound S.R. 436 bridge over S.R. 528. The design of temporary bridges for southbound S.R. 436 over S.R. 528 and southbound S.R. 436 over Ramp M for maintenance of traffic purposes is also included.

Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

### 4.02 Governmental Agencies

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

### 4.03 Preliminary Design Report - Review

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

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

4.04 Surveys and Mapping

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

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

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

B. 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 may be needed for engineering design.

I. Bridge Survey

Provide bridge survey data as needed for engineering design.

J. Jurisdictional Line Surveys

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

K. Geotechnical Surveys

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

L. Right-of-Way Ties

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

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

contractor to review these points

4.05 Geotechnical Investigation

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

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

C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, estimate of the maximum rate of pumping that will be required at sites that dewatering is anticipated, certification of all under drain and pond draw down times, pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, recommendation for methods of rock excavation, potential imported borrow sites and availability of structural section materials, location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures.

D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to the Authority's Project Manager for approval. The geotechnical investigation shall include all necessary laboratory testing of materials.

E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.

F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.

G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to the Authority for location approval.

4.06 Contamination Impact Analysis

A. The Consultant shall perform a contamination impact analysis of the project in accordance with the applicable rules and regulations of the FDOT Project Development and Environment Guidelines, Chapter 22, the Florida Department of Environmental Protection (FDEP), and all other pertinent State or Federal agencies having jurisdiction, and the requirements of the Authority.

B. At a minimum, the Consultant shall conduct a windshield survey along the project corridor to identify any new sources of environmental contamination not reported in the referenced document(s).

C. The testing of any sites including the use of ground penetrating radar, if required to complete the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement.

4.07 Pavement Design

A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT for SR 436 and SR 528 mainline and interchange ramps impacted. All milling and resurfacing will remove friction course for only traffic control purposes only.

B. The proposed pavement design recommendation, resulting from the Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary.

4.08 Borrow Pits

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

4.09 Governmental Agency and Public Meetings

A. Except as may be provided elsewhere in this Scope of Services, the Consultant shall have appropriate representatives present at such meetings, conferences or hearings as the Authority may direct to secure necessary

approvals and/or support of the project by county, municipal, or other governmental agencies. If so directed, the Consultant shall also have appropriate representatives present at meetings or conferences of the Authority, its Chairman or staff.

B. The Consultant shall assist the Authority in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway and noise wall elements. The Authority will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable. This scope assumes presentations at one meeting with adjacent property owners.

4.10 Environmental Permits

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

1 Attend the pre-application meetings and site visits with the Authority and regulatory agencies.

2. Provide additional information requested at the pre-application by regulatory agencies for permits.

3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.

4. Provide all plans, calculations, sketches and reports required for permits except as described above.

5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.

6. Assist the Authority in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.

7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.

8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites.

9. Provide all permit application material in .pdf format and 7 hard copies.

10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.

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

4.11 Utilities

A. Location

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

B. Utility Coordination

1. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.

2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by the Authority.

3. Where utility conflicts occur which require utility relocation agreements between the affected utility and Authority, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise the Authority seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.

4. The preparation and negotiation of the agreement will be performed

by the Authority's Project Manager. After approval of the agreement by the utility and Authority, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.

5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.

6. The Consultant shall obtain utility work schedules from the utility companies.

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

4.12 Roadway Design

A. A Typical Section Package will not be prepared for this project. Rather, typical sections for SR 436 and SR 528 mainlines and impacted interchange ramps will be prepared as part of the 15% submittal and submitted to the Authority for review and approval.

B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.

C. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:

1. Cover sheet (key sheet)

2. Summary of Pay Items

3. General notes

4. Summary Quantities sheets

5. Project Layout

6. Typical roadway sections

7. Plans and profiles (plans at 1"=50' scale)

8. 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 including Erosion Control/Temp. Drainage

17. Utility Adjustment Sheets as deemed necessary

18. Details

19. Special provisions

20. Special specifications

4.13 Structures Design

A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of deck thickness to be used for the existing bridge decks being replaced. Existing bridges will be load rated if the existing beams do not load rate based on 8" deck, EOR shall contact CFX prior to proceed on the strengthening of existing beams. Temporary Bridge to be ACROW Bridge Series 700. Foundation alternatives pile type for temporary bridges to be examined.

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

4.14 Drainage Design

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

1. Perform all drainage design in accordance with the approved criteria from Section 3.01C.

~~2. Finalize the pond design at the 30% submittal.~~

3. Have its chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss problems.

4. Notify the Authority's Project Manager immediately if any deviation from approved design criteria is anticipated.

5. Provide drainage/contour maps as needed used in the development of the drainage design to the Authority for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.

6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.

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

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

1. Connector pipes

2. Drainage structure details

3. Storm drain and culvert profiles and/or drainage cross-sections

4. Lateral ditches/channels

5. Outfall ditches/channels

~~6. Retention/detention ponds/exfiltration system~~

4.15 Roadway Lighting

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

B. If required, the Authority will provide a cut sheet for the type of lighting fixtures to be used for this project.

C. The Consultant will provide lighting plans for underdeck lighting fixtures using the Authority's approved LED fixtures.

D. No impacts to existing high mast lighting are expected. High mast lighting will adequately light the work zone and no adjustments will be made.

E. The Consultant will design sign lighting for any temporary overhead signs (assumed two impacted sign structures).

F. The Consultant will prepare designs and contract documents for lighting design including, but not necessarily limited to the following items.

1. Cover sheet (key sheet)
2. Tabulation of Quantities
3. General notes
4. Pole data and Legend sheet

5. Project Layout sheet
6. Plans sheets (plans at 1"=50' scale)
7. Service point detail
8. Special Details

4.16 Traffic Engineering

A. Traffic Data will be furnished by the Authority.

B. Maintenance of Traffic Plans

1. The Consultant shall prepare maintenance of traffic plans at scale of 1"=100' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.

3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes entering and leaving Orlando International Airport unless determined by the Authority and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.17 Signing Plans

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

B. The Authority will provide conceptual signing plans for the project as deemed necessary.

C. The Authority in coordination with Orlando International Airport will provide preliminary aesthetic input for the architectural modification of any details necessary for sign structures possibly impacted representing Orlando International Airport signage.

D. Plan sheets will be developed at a scale of 1"=50' (11"x17" format).

F. For the purposes of this proposal, two (2) overhead truss signs are assumed to be required for the traffic control improvements. Also, two (2) existing overhead trusses along the project will be affected by the improvements and are assumed to require reconstruction since they do not meet current wind load criteria. Propose to relocate and reuse existing structures if they meet current wind load criteria.

4.18 Pavement Marking Plans

A. The Consultant shall prepare designs and contract documents for final pavement marking plans, including striping, crosswalks, intersection details, reflective pavement markers and traffic delineators.

B. The pavement marking design will be shown on the same plan sheets as the signing design.

4.19 Right-of-Way Surveys

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

4.20 Cost Estimates

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

4.21 Special Provisions and Specifications

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

4.22 Fiber Optic Network (FON)

A. Fiber Optic Infrastructure Plans

1. The site construction plans shall be developed at a scale of 1" equals

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

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

2. Fiber optic network (FON) plans shall include the following:
   a. Roadway geometry
   b. Rights-of-Way
   c. Existing utilities within the right-of-way including the Authority's FON
   d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
   e. Manhole/Pull box locations and stub-out details (standard details provided)
   f. Device layout
   g. Device installation details
   h. Conduit installation details (standard details provided)
   i. Fiber optic cable route marker detail (standard details provided)
   j. Fiber count per conduit
   k. Communications interconnect
   l. Connectivity with the FON backbone conduits
   m. Fiber cable design to include link loss budget calculations, per Corning standard recommended procedure for new or relocated fiber optic cabling.
   n. Fiber cable routing summaries, fiber cable allocation charts, and splice details and tables for new or relocated fiber optic cabling.
   o. Controller cabinet, CCTV pole, and foundation details for proposed CCTC sites.
   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. Determination on

conductor sizing and voltage drop limits are only required for proposed sites and existing sites where the total site load is being significantly modifiec.

q. Grounding

r. Table of quantities

s. Special notes

t. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)

u. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections

v. Relocation or replacement of existing CCTV sites are anticipated under this contract, specifically the existing CCTV site at the interchange (CCTV 528-10.8-WB) will need to be replaced with a HD CCTV camera on the existing pole and lowering device.

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. 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 proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points.

2. Proposed 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 proposed fiber optic conduit and 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

This proposal is not expected to require modifications and/or improvements to any existing Inside Plan FON equipment or devices.

Quantities and General Notes

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

E. Standard Authority specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.

4.23 Toll Plazas

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

4.24 Post-Design Services

A. Services shall begin after authorization by the Authority. The Consultant compensation for post-design services may be added by Supplemental Agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.

B. The Consultant shall support the post design process as follows:
   a. Answer questions relative to the plans, typical sections, quantities and special provisions.
   b. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.
   c. Attend pre-award meeting with construction contractor, the Authority, and the Authority's CEI.

C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with the Authority's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.

D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period.

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

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

G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually

available during the course of construction for review of design plans.

H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.

I. The Consultant shall attend partnering meetings as requested by the Authority's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by the Authority's Project Manager including, but not limited to, the Notice to Proceed meeting.

J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to FDOT when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.

K. The Consultant shall provide geotechnical engineering services as needed by the Authority, relative to pile driving, earthwork, embankment and MSE wall construction.

L. The Consultant shall provide utility consulting services as needed by the Authority, relative to proposed utility adjustments within the project limits.

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

## 5.0 MATERIALS FURNISHED BY THE AUTHORITY OR ITS DESIGNEE

### 5.01 Record Documents

A. The Authority will provide the Consultant, within ten working days of a written request, the following items:

1. Available record drawings of existing conditions

2. Available right-of-way plans of existing conditions

3. Current list available to the Authority of owners of all affected properties within the section.

4. Sample plans to be used as guidelines for format, organization and content.

5. Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.

6. Contract unit prices from latest Authority construction projects.

### 5.02 Traffic Data

A. The Authority will provide the following design traffic data:

1. Current and design year ADT

2. Current and design year peak hour volumes

3. Turning movements at each intersection/interchange

4. K, D and T factors

5. Design speed - See Section 3.02, Geometry.

6. AVI Percentages

### 5.03 Other

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

## 6.0 WORK PERFORMED BY THE AUTHORITY OR ITS DESIGNEE

### 6.01 Right-of-Way Acquisition

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

### 6.02 Utility Agreements

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

### 6.03 Public Involvement

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

### 6.04 Contracts and Specifications Services

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

### 6.05 Post-Design Services

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

### 6.06 Environmental Permits

A. The Authority will review and submit the environmental permit applications and coordinate with the Consultant on requests for additional information from the regulatory agencies.

B. The Authority will stake wetland lines and coordinate agency site visits. The Authority will also prepare the wetland and wildlife analysis and documentation for the permits.

### 6.07 Conceptual Specialty Design

A. The Authority will provide a conceptual major guide signing plan.

B. The Authority will provide conceptual aesthetics design and treatments for structures.

## 7.0 ADMINISTRATION

### 7.01 Central Florida Expressway Authority

A. The Authority's Project Manager will administer the Consultant services detailed in this scope.

B. All contractual payments and changes shall be reviewed and approved by the Authority's Project Manager.

### 7.02 Authority's Project Manager

The Authority's Project Manager will:

A. Conduct ongoing reviews of the Consultant's progress in performing the work and furnish technical comments in a timely manner.

B. Review the Consultant's billings.

C. Review and evaluate the Consultant's requests for extension of time and supplemental agreements and recommend appropriate action.

D. Review all correspondence with public agencies prior to the Consultant's mailing of any correspondence except for requests for information.

E. Coordinate the distribution of public information.

F. Coordinate the data (including documentation of prior rights, cost estimates and plans) necessary for the Authority to prepare and execute all utility and railroad agreements.

G. Conduct an introductory meeting to deliver relevant information and explain the administration process.

H. Review the Consultant's Quality Control program and the Consultant's conformance to the Quality Control Program.

I. Provide a focal point contact for all questions, requests, and submittals.

J. Provide a system to monitor the Consultant's schedule, progress and key milestone submittal dates.

### 7.03 Consultant

A. The Consultant has total responsibility for the accuracy and completeness

of the construction contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be reviewed by Authority for conformity with the Authority procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by the Authority does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:

1. Establish, furnish and maintain suitable office facilities to serve as the project office for the duration of the project at a location acceptable to the Authority.

2. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.

3. Establish internal accounting methods and procedures for documenting and monitoring project costs.

4. Establish and maintain contract administration procedures, which will include supplemental agreements, time extensions and subcontracts.

7.04 Project Control

A. The Consultant shall provide data for the Authority's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:

1. Determine and highlight critical path work from initial plans as work progresses.

2. Identify progress against schedule for each identified work item.

3. Forecast completion dates from current progress.

4. Highlight rescheduled work in any area which is out of required sequence.

5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.

6. Forecast future conflicts in any area.

7.05 Work Progress

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

7.06 Schedule

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

7.07 Project Related Correspondence

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

7.08 Quality Control

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

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

7.09 Consultant Personnel

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

7.10 Site Visit

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

7.11 Acceptability of the Work

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

7.12 Design Documentation

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

B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to the Authority.

C. Three copies of the design notes and computations shall be submitted to Authority with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any Authority

comments shall be resubmitted. At the project completion (bid set), a final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.

D. Design notes and calculations shall include, but are not necessarily limited to, the following data:

1. Field survey notes and computations.

2. Design criteria used for the project.

3. Geometric design calculations for horizontal alignment.

4. Vertical geometry calculations.

5. Right-of-way calculations.

6. Drainage computations.

7. Structural design calculations.

8. Geotechnical report.

9. Hydraulics Report for each bridged stream crossing.

10. Earthwork calculations not included in the quantity computation booklet.

11. Calculations showing cost comparisons of various alternatives considered.

12. Calculations of quantities.

13. Documentation of decisions reached resulting from meetings, telephone conversations or site visits.

14. Lighting and voltage drop calculations.

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

7.13 Reviews and Submittals

A. Review and coordination of the Consultant's work by the Authority shall continue through the project development process

B. Formal submittals for review shall be made to the Authority when the plans have been developed to the following levels of completion:

1. Preliminary Engineering (Memorandum) (3 sets and 1 .PDF required)

2. 30% Roadway Plans (6 sets and 1 .PDF CD/DVD required)

3. 30% Bridge and Structural Plans (6 sets and 1 .PDF CD/DVD required)

4. 60% Roadway and specifications, Geotechnical Report (6, 6, and 3 sets and 1 .PDF CD/DVD required)

5. 60% Bridge Plans required only on Category 2 bridges.

6. 90% Bridge and Structural Plans (6 sets and 1 .PDF CD/DVD required)

7. 90% Roadway and specifications (6 and 6 sets and 1 .PDF CD/DVD required)

8. 100% Roadway, Bridge and specifications, Geotechnical Report (6, 6, 6 and 3 sets and 1 .PDF CD/DVD required))

9. Pre-Bid Plans (3 sets and 1 .PDF CD/DVD required)

10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and 1 .PDF of all plans and reports)

C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.

D. Preparation and distribution of roadway and ROW plans to other than the Authority will not be made until approved by the Authority.

E. The format of review submittal plans shall conform to the FDOT Plans Preparation Manual, except as amended by the Authority.

F. Due to the compact schedule of the design, review and construction process, any modification to the agreed submittal dates will require a letter from the

Consultant to the Authority giving:

1. The reason for the delay.

2. The design components impacted.

3. Proposed methods to maintain submittal dates.

G. The Consultant shall submit all CADD files, including GEOPAK files, use in the preparation of the plans and right of way mapping on compact disk with the final submittal.

7.14 30% Roadway Plan Submittal

A. At the completion of this phase, design and plan development should be approximately 30 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 90% complete. The following material shall be developed and submitted for review:

1. Key Map Prepared

a) Location map shown complete with destinations, ranges and townships.

b) Beginning and ending stations shown.

c) Any equations on project shown.

d) Project numbers and title shown.

e) Index shown.

2. Drainage Map Prepared

a) Existing culvert sizes and elevations.

b) Horizontal alignment shown.

c) Drainage areas and flow arrows shown.

d) High water information shown.

e) Beginning and end stations shown along with any equations on project.

f) Interchange supplemental maps prepared.

3. Typical Section Sheets

a) Ramp typical sections developed.

b) Pavement structure shown.

c) Special details developed.

d) General notes shown.

4. Plan and Profile Sheets

a) Centerline plotted.

b) Reference points and bench marks shown.

c) Existing topography.

d) Base line of surveys, curve data, bearings, etc. shown.

e) Beginning and end stations (project and construction).

f) Geometric dimensions.

g) Proposed and existing limited access right-of-way lines.

h) Existing ground line.

i) Proposed profile grade.

j) Type, size and horizontal location of existing utilities.

k) Drainage structures and numbers are shown

l) Drainage ponds are shown.

5. Cross Sections

a) Existing ground line.

b) Preliminary templates at critical locations (not to exceed 500 feet).

c) Existing utilities shown.

6. Interchange Layout and Ramp Profiles

a) Geometric dimensions.

b) Proposed profile grades.

7. Right-of-Way Control Survey

8. Signing and Pavement Markings

a) Striping layout.

b) Sign structure locations.

7.15 30% Bridge and Structural Plan Submittal

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

7.16 60% Roadway Plan Submittal

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

1. Key Map

a) Project description and number shown.

b) Equations, exceptions and bridge stations shown.

c) North arrow and scale included.

d) Consultant and Authority sign-off included.

e) Contract set index complete.

f) Index of sheets updated.

2. Drainage Maps

a) Flood data shown.

b) Cross drains and storm sewer shown.

c) Bridges shown with beginning and ending stations.

d) Interchange supplemental sheets updated.

3. Typical Section Sheets

a) All required typical sections are included.

b) Limited access right-of-way lines are shown.

c) Design speed and traffic are shown.

d) Special details have been completed.

e) Station limits of each typical section are shown.

4. Plan and Profile Sheets

a) Match lines shown.

b) Limited access right-of-way lines shown.

c) Stations and offset shown for all fence corners and angles.

d) All work shown should be within right-of-way or proposed easement.

e) Drainage structures and numbers are shown.

f) Drainage ponds shown.

g) Curve data and superelevation included.

h) Pavement edges, shoulders and dimensions shown.

i) Project and construction limits shown.

j) Bridges shown with beginning and ending stations.

k) General Notes.

5. Drainage Structures

   a) Drainage structures plotted and numbered.

   b) Station location and offsets identified.

6. Cross Sections

   a) Templates are shown at all stations.

   b) Limited access right-of-way lines are shown.

   c) Cross section pattern sheet included.

   d) Miscellaneous notes included.

   e) Boring profiles.

7. Interchange Layouts, Ramp Profiles and Intersection Details

   a) Geometric data shown.

   b) Profiles finalized.

   c) Coordinate data shown.

   d) Limited access right-of-way lines shown.

   e) Curve data shown.

   f) Bearings and bridges shown.

   g) Cross roads, frontage roads, and access roads shown.

   h) Intersection details shown.

8. Traffic Control Plans

9. Utility Adjustments

10. Signing and Pavement Marking Plans

11. Highway Lighting Plans

12. Selective Clearing and Grubbing (if required)

7.17 90 % Bridge and Structure Plan Submittal

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

7.18 90% Roadway Plan Submittal

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

1. Key Map

a) Length of Project with exceptions shown.

b) Index of sheets updated.

2. Drainage Maps

a) Drainage divides, areas and flow arrows shown.

b) Elevation datum and design high water information shown.

c) Disclaimer and other appropriate notes added.

3. Typical Section Sheets

4. Plan and Profile Sheets

a) Curve Control Points (P.C., P.I., P.T.) flagged and labeled.

b) Limits of side road construction.

c) Angle and stationing for intersections.

d) Treatment for non-standard superelevation transitions diagramed.

e) General notes shown.

f) Special ditches profiled.

5. Drainage Structures

a) Existing structures requiring modifications are shown.

b) Existing and proposed utilities are shown.

6 Soil Borings

a) Soils data and estimated high seasonal groundwater table shown.

7. Cross Section Sheets

a) Scale and special ditch grades shown.

b) Utilities plotted.

c) Sub-excavation shown.

d) Volumes computed and shown.

8. Utility Relocation Plans

a) Utility relocation plans prepared.

9. Traffic Control Plans

10. Signing and Pavement Marking Plans

11. Highway Lighting Plans

12. Selective Clearing and Grubbing (if required)

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

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

7.20 Pre-Bid Plans

7.21 Bid Set

# EXHIBIT B

# METHOD OF COMPENSATION

**EXHIBIT "B"**
**METHOD OF COMPENSATION**

1.00 PURPOSE:

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

2.00 AMOUNT OF COMPENSATION:

2.10 CFX agrees to pay the CONSULTANT for the performance of services described in Exhibit "A" an amount not to exceed a Total Maximum Limiting Amount of 1,260,000.00.

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

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

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

T.Y. Lin International

| | |
|---|---|
| Total Activity Salary Costs | $269,204.24 |
| (a) Overhead Additives | |
| (1) Combined (166.90%) | 449,301.88 |
| Subtotal (Salary + Overhead) | 718,506.12 |
| (b) Lump Sum for Operating Margin (12.00%) | 86,220.73 |
| Subtotal (Salary Related) | 804,726.85 |
| (c) Direct Expenses - Lump Sum (Prime) | 3,663.05 |
| BASIC FEE | 808,389.90 |
| (d) Subcontracts (Limiting Amount) | 284,817.03 |
| (e) Allowance | 166,793.07 |
| TOTAL MAXIMUM LIMITING AMOUNT | $1,260,000.00 |

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

3.00 ALLOWABLE COSTS:

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

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

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

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

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

- Payment of Overtime: Straight Overtime or Premium Overtime shall be paid in accordance with the CONSULTANT'S overtime policies and practices, provided that such compensation plan or practice is so consistently followed, in effect, to imply an equitable treatment of overtime to all the CONSULTANT'S clients.

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

3.11 Indirect Charges: Administrative overhead and payroll burden costs not to exceed a combined maximum rate of 166.90% when applied to the CONSULTANT'S chargeable salaries and wages. Administrative overhead and payroll burden costs for Subconsultants shall be as established in Exhibit "C".

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

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

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

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

4.00 METHOD OF PAYMENT:

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

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

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

4.11 The combined provisional allowance for administrative overhead and payroll burden, expressed as a percentage of salary related costs, for the CONSULTANT is 166.90 percent.

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

- The combined allowance for administrative overhead and fringe benefits shall not exceed 166.90%; and

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

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

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

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

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

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

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

4.16 The CONSULTANT shall be responsible for the consolidation and submittal of one (1) original monthly invoice, in the form and detail established or approved by CFX. All payments on such invoices are conditional and subject to adjustment as a result of a final audit as to the allowability of costs in accordance with this Agreement. Invoices shall include an itemization and substantiation of costs incurred. The itemization must include the amount budgeted, current amount billed, total billed to date and amount to complete.

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

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

5.00 PROJECT CLOSEOUT:

5.10 Final Audit: The CONSULTANT shall permit CFX 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 CFX because of accounting errors or charges not in conformity with this Agreement, the CONSULTANT agrees that such disallowed amounts are due to CFX upon demand. Further, CFX shall have the right to deduct from any payment due the CONSULTANT under any other contract between CFX and the CONSULTANT an amount sufficient to satisfy any amount due and owing CFX by the CONSULTANT under this Agreement. Final payment to the CONSULTANT shall be adjusted for audit results.

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

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

# EXHIBIT C

# DETAILS OF COST AND FEES

**T.Y. LIN INTERNATIONAL**

**S.R. 528 / S.R. 436 Bridge Deck Replacements**
**528-130**
**C # 001135**

# Contract Summary Sheet

| | Firm Name | Overhead | Fixed Fee | Total Multiplier for Class II Subs (Unit Price) |
|---|---|---|---|---|
| Class I | T.Y. LIN | 166.90% | 12.00% | |
| Class II | Nadic | 210.41% | 9.65% | 3.40 |
| Class I | Traffic Engineering Data Solutions | 114.15% | 12.00% | |
| Class I | WBQ | 182.49% | 11.1267% | |
| Class II | WBQ | 182.49% | 11.1267% | 3.14 |

* **Class I** will be billed using overhead and fixed fee.
* **Class II** subs will be billed at unit price for classification.

**T.Y. LIN**

**C # 001135**

**528-130**

**S.R. 528 / S.R. 436 Bridge Deck Replacements**

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**Staff Classification Maximum Rates For:**

**T.Y. LIN**

| | Job Classification | Max Salary |
|---|---|---|
| **Class I** | Chief Engineer | $94.52 |
| | Project Manager | $84.19 |
| | Senior Engineer | $91.49 |
| | Sr. Project Engineer | $61.98 |
| | Project Engineer | $59.89 |
| | Engineer | $37.64 |
| | Engineering Intern | $30.23 |
| | Sr. Designer | $49.20 |
| | Secretary/Clerical | $22.50 |

**T.Y. LIN**

**C # 001135**

**528-130**

**S.R. 528 / S.R. 436 Bridge Deck Replacements**

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**Staff Classification Maximum Rates For:**

**Nadic**

**Class II Sub**

(Unit Price)

| Job Classification | Max Salary |
|---|---|
| Project Manager | $201.31 |
| Senior Engineer | $177.07 |
| Sr. Project Engineer | $160.51 |
| Engineer | $98.40 |
| Engineering Intern | $85.95 |
| Sr. Engineering Tech | $77.89 |
| Sr. Designer | $83.03 |
| Secretary/Clerical | $56.85 |

**T.Y. LIN**

**C # 001135**

**528-130**

**S.R. 528 / S.R. 436 Bridge Deck Replacements**

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**Staff Classification Maximum Rates For:**

**Traffic Engineering Data Solutions**

**Class I Sub**

| Job Classification | Max Salary |
|---|---|
| Chief Engineer | $74.28 |
| Senior Engineer | $57.87 |
| Engineer | $39.61 |
| Engineering Intern | $26.66 |
| Sr. Designer | $37.14 |
| Secretary/Clerical | $24.93 |

**T.Y. LIN**

**C # 001135**

**528-130**

**S.R. 528 / S.R. 436 Bridge Deck Replacements**

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**Staff Classification Maximum Rates For:**

**WBQ**

| | Job Classification | Max Salary |
|---|---|---|
| **Class I Sub** | Contract Coordinato | $27.55 |
| | Sr. Utility Coordinat | $54.65 |
| **Class II Sub** (Unit Price) | Sr. Surveyor & Mapp | $174.21 |
| | Surveyor & Mapper | $109.90 |
| | Survey Technician | $76.02 |
| | 2 Person Crew | $1,288.10 |
| | 3 Person Crew | $1,711.80 |
| | 4 Person Crew | $2,135.60 |

T·Y·LIN INTERNATIONAL
engineers | planners | scientists

**To:** Glenn M. Pressimone, P.E.
Director of Engineering
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
4974 ORL Tower Rd.
Orlando, FL 32807

**From:** Xavier A. Arroyo, P.E.

**Date:** April 26, 2016

**Re:** Project Number 528-130

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**MEMORANDUM**

Dear Mr. Pressimone,

Please find attached Summary Fee Sheets for Project Number 528-130 - S.R. 528 / S.R 436 BRIDGE DECK REPLACEMENTS.

Feel free to contact me if you have any questions or need additional info.

Thank You,

Xavier A Arroyo, P.E.
Project Manager
407-563-6260
xavier.arroyo@tylin.com

T.Y. Lin International

# ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Deck Replacement - SR 436 over SR 528
County: Orange

Consultant Name: TYLI
Consultant No.: enter consultants proj. number
Date: 4/28/2016
Estimator: insert name

| Staff Classification | Hours From "SH Summary - Firm" | Project Manager | Chief Engineer | Senior Engineer | Sr. Project Engineer | Project Engineer | Engineer | Engineering Intern | Senior Designer | Secretarial / Clerical | Staff Classification 10 | Staff Classification 11 | Staff Classification 12 | SH By Activity | Salary Cost By Activity | Average Rate Per Task |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | $81.74 | $91.77 | $75.90 | $53.95 | $47.67 | $35.75 | $28.18 | $45.90 | $21.84 | $0.00 | $0.00 | $0.00 | | | |
| 3. Project General and Project Common Tasks | 378 | 245 | 0 | 0 | 76 | 0 | 0 | 0 | 0 | 57 | 0 | 0 | 0 | 378 | $25,371 | $67.12 |
| 4. Roadway Analysis | 952 | 49 | 48 | 0 | 95 | 0 | 286 | 379 | 95 | 0 | 0 | 0 | 0 | 952 | $39,801 | $40.76 |
| 5. Roadway Plans | 232 | 0 | 12 | 0 | 23 | 58 | 35 | 81 | 23 | 0 | 0 | 0 | 0 | 232 | $9,696 | $41.80 |
| 6a. Drainage Analysis | 92 | 0 | 5 | 0 | 0 | 50 | 0 | 37 | 0 | 0 | 0 | 0 | 0 | 92 | $3,885 | $42.23 |
| 6b. Drainage Plans | 42 | 0 | 0 | 0 | 0 | 13 | 13 | 16 | 0 | 0 | 0 | 0 | 0 | 42 | $1,535 | $36.56 |
| 7. Utilities | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 8. Environmental Permits, Compliance & Clearance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 9. Structures - Misc. Tasks, Dwgs, Non-Tech. | 601 | 0 | 31 | 30 | 120 | 120 | 209 | 91 | 0 | 0 | 0 | 0 | 0 | 601 | $27,352 | $45.51 |
| 10. Structures - Bridge Development Report | 268 | 0 | 14 | 13 | 27 | 94 | 0 | 107 | 0 | 13 | 0 | 0 | 0 | 268 | $11,508 | $42.94 |
| 11. Structures - Temporary Bridge | 196 | 0 | 10 | 20 | 78 | 59 | 0 | 29 | 0 | 0 | 0 | 0 | 0 | 196 | $10,274 | $52.42 |
| 12. Structures - Short Span Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 13. Structures - Medium Span Concrete Bridge | 2,630 | 0 | 143 | 143 | 401 | 526 | 658 | 759 | 0 | 0 | 0 | 0 | 0 | 2,630 | $115,597 | $43.95 |
| 14. Structures - Structural Steel Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 15. Structures - Segmental Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 16. Structures - Movable Span | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 17. Structures - Retaining Walls | 140 | 0 | 7 | 0 | 14 | 42 | 35 | 42 | 0 | 0 | 0 | 0 | 0 | 140 | $5,835 | $41.68 |
| 18. Structures - Miscellaneous | 80 | 0 | 4 | 0 | 0 | 44 | 0 | 32 | 0 | 0 | 0 | 0 | 0 | 80 | $3,366 | $42.08 |
| 19. Signing & Pavement Marking Analysis | 243 | 0 | 12 | 0 | 24 | 73 | 73 | 37 | 24 | 0 | 0 | 0 | 0 | 243 | $10,630 | $43.74 |
| 20. Signing & Pavement Marking Plans | 128 | 0 | 6 | 0 | 0 | 70 | 0 | 52 | 0 | 0 | 0 | 0 | 0 | 128 | $5,353 | $41.82 |
| 21. Signalization Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 22. Signalization Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 23. Lighting Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 24. Lighting Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 25. Landscape Architecture Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 26. Landscape Architecture Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 27. Survey (Field & Office Support) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 28. Photogrammetry | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 29. Mapping | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 30. Terrestrial Mobile LiDAR | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 31. Architecture Development | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 32. Noise Barriers Impact Design Assessment | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 33. Intelligent Transportation Systems Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 34. Intelligent Transportation Systems Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 35. Geotechnical | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| **Total Staff Hours** | 5,982 | 294 | 292 | 206 | 858 | 1,149 | 1,309 | 1,662 | 142 | 70 | 0 | 0 | 0 | 5,982 | | |
| **Total Staff Cost** | | $24,031.56 | $26,796.84 | $15,635.40 | $46,289.10 | $54,772.83 | $46,796.75 | $46,835.16 | $6,517.80 | $1,528.80 | $0.00 | $0.00 | $0.00 | | **$269,204.24** | **$45.00** |

Check = $269,204.24

Survey Field Days by Subconsultant
4 - Person Crew:

| | | | |
|---|---|---|---|
| SALARY RELATED COSTS: | | | $269,204.24 |
| OVERHEAD: | 166.90% | | $449,301.88 |
| OPERATING MARGIN: | 12% | | $86,220.73 |
| **Total Labor** | | | **$804,726.85** |
| EXPENSES: | | | $3,663.05 |
| Survey (Field - if by Prime) | 0 4-man crew days @ | $ - / day | $0.00 |
| **Subtotal TYLI Fee** | | | **$808,389.90** |
| Subconsultant: NADIC | | | $73,514.74 |
| Subconsultant: TEDS | | | $77,764.78 |
| Subconsultant: WBQ Class I | | | $22,496.20 |
| Subconsultant: WBQ Class II | | | $111,041.31 |
| **Total Subconsultants** | | | **$284,817.03** |
| **SUBTOTAL ESTIMATED FEE:** | | | **$1,093,206.93** |
| Geotechnical Field and Lab Testing | | | $0.00 |
| **SUBTOTAL ESTIMATED FEE:** | | | **$1,093,206.93** |
| Optional Services | | | $0.00 |
| **GRAND TOTAL ESTIMATED FEE:** | | | **$1,093,206.93** |

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

## REIMBURSEABLE OUT-OF-POCKET EXPENSES

Consultant: T.Y. Line International  T.Y. Lin Project No.: TBD

SR 436 Bridge Replacement over SR 528

### PHOTOGRAPHY

Film & Development - Color 24 exposure _____ rolls x _____ per roll= _____

**PHOTOGRAPHY TOTAL:** $0.00

### REPRODUCTION

| Number of sets required> (See Note 1 Below) / Task Description | Sheet Count | Color Plot 11 x 17 | B&W Plot 24x36 | Phase Rvws 11x17 | B&W Let/Lgl | Color Let/Lgl |
|---|---|---|---|---|---|---|
| **PLAN SHEETS** | | | | | | |
| **Roadway/MOT** Plans | 40 | | | 143 | | |
| **Signing & Marking** Plans | 10 | | | 36 | | |
| **Structure** Plans | 150 | | | 537 | | |
| **Lighting** Plans | | | | | | |
| **ITS** Plans | | | | | | |
| **Plans** for QC | 200 | | | 715 | | |
| | | | | | | |
| **REPORTS** | | | | | | |
| **Roadway** | 50 | | | | 825 | 83 |
| **Bridge** | 200 | | | | 3300 | 330 |
| **BHR** | 200 | | | | 3300 | 330 |
| **Drainage** | 200 | | | | 3300 | 330 |
| **Geotechnical** | 100 | | | | 1650 | 165 |
| **Lighting/ITS** | | | | | | |
| **Subtotal** | 1150 | 0 | 0 | 1431 | 12375 | 1238 |
| | | 0 | 0 | | | |
| **UNIT TOTALS:** | 1150 | 0 | 0 | 1431 | 12375 | 1238 |
| **UNIT COSTS:** | | $ 0.05 | $ 0.05 | $ 0.15 | $ 0.08 | $ 0.30 |
| **TOTAL COSTS:** | | $ - | $ - | $ 214.65 | $ 990.00 | $ 371.40 |

**REPRODUCTION TOTAL:** $1,576.05

### OTHER MATERIALS / SERVICES

| | | | | | |
|---|---|---|---|---|---|
| 30 | Plan Binding | x | $ 2.50 | per copy= | $ 75.00 |
| 100 | Report Binding | x | $ 5.00 | per copy= | $ 500.00 |
| 5 | Boards | x | $ 35.00 | per sht= | $ 175.00 |
| 12 | CD | x | $ 15.00 | per sht= | $ 180.00 |
| | | x | | | |

**OTHER MATERIALS TOTAL:** $ 930.00

### TRAVEL EXPENSES

**TO:** _____ **FROM:** _____

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Pay Diem: | trips x | people | x | | days x | | per day= | 0 |
| Hotel: | 0 trips x | 0 nites/trip | x | $ - | per nite | | = | 0 |
| Rental Car: | 0 trips x | 0 days | x | $ - | per day | | = | 0 |
| Airfare: | 0 trips x | 0 people | x | $ - | per trip | | = | 0 |

**TO:** _____ **FROM:** _____

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Per Diem: | 0 trips x | 0 people | x | | days x | | per day= | 0 |
| Hotel: | 0 trips x | 0 people | x | | nites/trip x | $ - | per nite = | 0 |
| Rental Car: | 0 trips x | 0 days | x | $ - | per day | | = | 0 |
| Airfare: | 0 trips x | 0 people | x | $ - | per trip | | = | 0 |

**TO: Project Site** **FROM: PB Orlando Office**

Mileage: 16 trips x 150 miles x $ 0.445 per mile = $ 1,068.00

**TO: Meeting CFX Office** **FROM: PB Orlando Office**

Mileage: 10 trips x 20 miles x $ 0.45 per mile = $ 89.00

**TO: Meetings Other Locations** **FROM: PB Orlando Office**

Mileage: _____ trips x _____ miles x $ _____ per mile = $

**TOTAL TRAVEL EXPENSES:** $ 1,157.00

### MONTHLY SHIPPING COSTS

Shipping & Telephone Costs 0 months x 0 = $0.00

### MISCELLANEOUS EXPENSES

Submittal Package Delivery 0 EA x 0 = $0.00

= $0.00

= $0.00

**TOTAL OUT-OF-POCKET EXPENSES:** $3,663.05

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

# ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: Project No. 528-130

Project Name: Deck Replacement - SR 436 over SR 52

Date: 4/26/2016

Name of Consultant: TYLI

| WORK ACTIVITY | Hours from "Summary" sheet | EMPLOYEE CLASSIFICATION | | | | | | | | | | | | TOTAL STAFF HOURS | | ON CADD |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Firm Total | Project Manager | Chief Engineer | Senior Engineer | Sr. Project Engineer | Project Engineer | Engineer | Engineering Intern | Senior Designer | Secretarial / Clerical | Staff Classification 10 | Staff Classification 11 | Staff Classification 12 | RANGE | | |
| | Hours | Hours | Hours | Hours | Hours | Hours | Hours | Hours | Hours | Hours | Hours | Hours | Hours | | | PERCENT |
| 3. Project General and Project Common Tasks | 378 | 245 | 0 | 0 | 76 | 0 | 0 | 0 | 0 | 57 | 0 | 0 | 0 | 378 | 416 | |
| 4. Roadway Analysis | 952 | 49 | 48 | 0 | 95 | 0 | 286 | 379 | 95 | 0 | 0 | 0 | 0 | 952 | 1047 | |
| 5. Roadway Plans | 232 | 0 | 12 | 0 | 23 | 58 | 35 | 81 | 23 | 0 | 0 | 0 | 0 | 232 | 255 | |
| 6a. Drainage Analysis | 92 | 0 | 5 | 0 | 0 | 50 | 0 | 37 | 0 | 0 | 0 | 0 | 0 | 92 | 101 | |
| 6b. Drainage Plans | 42 | 0 | 0 | 0 | 0 | 13 | 13 | 16 | 0 | 0 | 0 | 0 | 0 | 42 | 46 | |
| 7. Utilities | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 8. Environmental Permits, Compliance & Clearances | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 9. Structures - Misc. Tasks, Dwgs, Non-Tech. | 601 | 0 | 31 | 30 | 120 | 120 | 209 | 91 | 0 | 0 | 0 | 0 | 0 | 601 | 661 | |
| 10. Structures - Bridge Development Report | 268 | 0 | 14 | 13 | 27 | 94 | 0 | 107 | 0 | 13 | 0 | 0 | 0 | 268 | 295 | |
| 11. Structures - Temporary Bridge | 196 | 0 | 10 | 20 | 78 | 59 | 0 | 29 | 0 | 0 | 0 | 0 | 0 | 196 | 216 | |
| 12. Structures - Short Span Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 13. Structures - Medium Span Concrete Bridge | 2630 | 0 | 143 | 143 | 401 | 526 | 658 | 759 | 0 | 0 | 0 | 0 | 0 | 2630 | 2893 | |
| 14. Structures - Structural Steel Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 15. Structures - Segmental Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 16. Structures - Movable Span | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 17. Structures - Retaining Walls | 140 | 0 | 7 | 0 | 14 | 42 | 35 | 42 | 0 | 0 | 0 | 0 | 0 | 140 | 154 | |
| 18. Structures - Miscellaneous | 80 | 0 | 4 | 0 | 0 | 44 | 0 | 32 | 0 | 0 | 0 | 0 | 0 | 80 | 88 | |
| 19. Signing & Pavement Marking Analysis | 243 | 0 | 12 | 0 | 24 | 73 | 73 | 37 | 24 | 0 | 0 | 0 | 0 | 243 | 267 | |
| 20. Signing & Pavement Marking Plans | 128 | 0 | 6 | 0 | 0 | 70 | 0 | 52 | 0 | 0 | 0 | 0 | 0 | 128 | 141 | |
| 21. Signalization Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 22. Signalization Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 23. Lighting Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 24. Lighting Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 25. Landscape Architecture Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 26. Landscape Architecture Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 27. Survey (Field & Office Support) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 28. Photogrammetry | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 29. Mapping | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 30. Terrestrial Mobile LiDAR | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 31. Architecture Development | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 32. Noise Barriers Impact Design Assessment | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 33. Intelligent Transportation Systems Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 34. Intelligent Transportation Systems Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 35. Geotechnical | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| TOTALS | 5,982 | 294 | 292 | 206 | 858 | 1,149 | 1,309 | 1,662 | 142 | 70 | 0 | 0 | 0 | **5,982** | **6,580** | |

Field Survey Estimate:
0 4-man crew days

| | | |
|---|---|---|
| **FIRM TOTAL** | **5,982** | **6,580** |

Notes:

1. This worksheet provides the distribution of a firm's total staff hours for a project.
2. Percentages for staff hour distribution by classification are entered below in rows 63 to 96 of this sheet.
3. Total Staff Hours (column O) may not match staff hours from Summary worksheet (column B) due to rounding. Staff hours calculated for employee classifications are to be adjusted so totals in columns B and O match.
4. Formulas under "Total Staff Hours Range" (columns O & P) may be adjusted to provide desired range.

## ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: Project No. 526-130

Project Name: Deck Replacement - SR 436 over SR 52

FAP Number: 0

Date: 4/26/2016

Name of Consultant: TYLI

**Staff Hour Distribution Percentages - Firm Total**

| | Hours from "Summary" sheet Firm Total | Project Manager | Chief Engineer | Senior Engineer | Sr. Project Engineer | Project Engineer | Engineer | Engineering Intern | Senior Designer | Secretarial / Clerical | Staff Classification 10 | Staff Classification 11 | Staff Classification 12 | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 3. Project General and Project Common Tasks | 378 | 64.8% | 0.0% | 0.0% | 20.0% | 0.0% | 0.0% | 0.0% | 0.0% | 15.2% | 0.0% | 0.0% | 0.0% | 100.00% |
| 4. Roadway Analysis | 952 | 5.1% | 5.0% | 0.0% | 10.0% | 0.0% | 30.0% | 39.9% | 10.0% | 0.0% | 0.0% | 0.0% | 0.0% | 100.00% |
| 5. Roadway Plans | 232 | 0.0% | 5.0% | 0.0% | 10.0% | 25.0% | 15.0% | 35.0% | 10.0% | 0.0% | 0.0% | 0.0% | 0.0% | 100.00% |
| 6a. Drainage Analysis | 92 | 0.0% | 5.1% | 0.0% | 0.0% | 54.9% | 0.0% | 40.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 100.00% |
| 6b. Drainage Plans | 42 | 0.0% | 0.0% | 0.0% | 0.0% | 30.0% | 30.9% | 39.1% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 100.00% |
| 7. Utilities | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 8. Environmental Permits, Compliance & Clearances | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 9. Structures - Misc. Tasks, Dwgs, Non-Tech. | 601 | 0.0% | 5.2% | 5.0% | 20.0% | 20.0% | 34.8% | 15.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 100.00% |
| 10. Structures - Bridge Development Report | 268 | 0.0% | 5.1% | 5.0% | 10.0% | 35.0% | 0.0% | 39.9% | 0.0% | 5.0% | 0.0% | 0.0% | 0.0% | 100.00% |
| 11. Structures - Temporary Bridge | 196 | 0.0% | 5.0% | 10.0% | 40.0% | 30.0% | 0.0% | 15.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 100.00% |
| 12. Structures - Short Span Concrete Bridge | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 13. Structures - Medium Span Concrete Bridge | 2630 | 0.0% | 5.4% | 5.4% | 15.3% | 20.0% | 25.0% | 28.9% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 100.00% |
| 14. Structures - Structural Steel Bridge | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 15. Structures - Segmental Concrete Bridge | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 16. Structures - Movable Span | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 17. Structures - Retaining Walls | 140 | 0.0% | 5.0% | 0.0% | 10.0% | 30.0% | 25.0% | 30.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 100.00% |
| 18. Structures - Miscellaneous | 80 | 0.0% | 5.0% | 0.0% | 0.0% | 55.0% | 0.0% | 40.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 100.00% |
| 19. Signing & Pavement Marking Analysis | 243 | 0.0% | 5.0% | 0.0% | 10.0% | 30.0% | 30.0% | 15.0% | 10.0% | 0.0% | 0.0% | 0.0% | 0.0% | 100.00% |
| 20. Signing & Pavement Marking Plans | 128 | 0.0% | 5.0% | 0.0% | 0.0% | 55.0% | 0.0% | 40.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 100.00% |
| 21. Signalization Analysis | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 22. Signalization Plans | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 23. Lighting Analysis | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 24. Lighting Plans | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 25. Landscape Architecture Analysis | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 26. Landscape Architecture Plans | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 27. Survey (Field & Office Support) | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 28. Photogrammetry | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 29. Mapping | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 30. Terrestrial Mobile LiDAR | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 31. Architecture Development | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 32. Noise Barriers Impact Design Assessment | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 33. Intelligent Transportation Systems Analysis | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 34. Intelligent Transportation Systems Plans | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 35. Geotechnical | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |

# Project Activity 3. Project General Tasks

Estimator: XAA

Deck Replacement - SR 436 over SR 528
Project No. 528-130

| Representing | Print Name | Signature / Date |
|---|---|---|
| | | |
| | | |

***NOTE: Signature Block is optional, per District preference***

| Task No. | Task | Units | No of Units | Hours/ Unit | Total Hours | Comments |
|---|---|---|---|---|---|---|
| 3.1 | Public Involvement | | | | | |
| 3.1.1 | Community Awareness Plan | LS | 1 | 0 | 0 | |
| 3.1.2 | Notifications | LS | 1 | 0 | 0 | |
| 3.1.3 | Prepare Mailing Lists | LS | 1 | 0 | 0 | |
| 3.1.4 | Median Modification Letters | LS | 1 | 0 | 0 | |
| 3.1.5 | Driveway Modification Letters | LS | 1 | 0 | 0 | |
| 3.1.6 | Newsletters | LS | 1 | 0 | 0 | |
| 3.1.7 | Renderings and Fly Throughs | LS | 1 | 0 | 0 | |
| 3.1.8 | PowerPoint Presentation | LS | 1 | 0 | 0 | |
| 3.1.9 | Public Meeting Preparations | LS | 1 | 0 | 0 | |
| 3.1.10 | Public Meeting Attendance/Followup | LS | 1 | 0 | 0 | |
| 3.1.11 | Other Agency Meetings | LS | 1 | 0 | 0 | |
| 3.1.12 | Web Site | LS | 1 | 0 | 0 | |
| **3.1 Public Involvement Subtotal** | | | | | **0** | |
| 3.2 | Joint Project Agreements | EA | 0 | 0 | 0 | |
| 3.3 | Specifications Package Preparation | LS | 1 | 0 | 0 | |
| 3.4 | Contract Maintenance and EDMS | LS | 1 | 0 | 0 | |
| 3.5 | Value Engineering (Multi-Discipline Team) Review | LS | 1 | 0 | 0 | |
| 3.6 | Prime Consultant Project Manager Meetings | LS | 1 | 90 | 90 | See table below |
| 3.7 | Plans Update | LS | 1 | 0 | 0 | |
| 3.8 | Post Design Services | LS | 1 | 0 | 0 | TBD |
| 3.9 | Digital Delivery | LS | 1 | 0 | 0 | |
| 3.10 | Risk Assessment Workshop | LS | 1 | 0 | 0 | |
| 3.11 | Railroad, Transit, and/or Airport Coordination | LS | 1 | 0 | 0 | |
| 3.12 | Other Project General Tasks | LS | 1 | 288 | 288 | Project Administration/Project Management - 9 months at 8 hrs per week. |
| **3. Project Common and Project General Tasks Total** | | | | | **378** | |

# Project Activity 3. Project General Tasks

| Task No. | Task | Units | No of Units | Hours/ Unit | Total Hours | Comments |
|---|---|---|---|---|---|---|

| 3.6 - List of Project Manager Meetings | Units | No of Units | Hours/ Unit | Total Hours | Comments |
|---|---|---|---|---|---|
| Roadway Analysis | EA | 1 | 4 | 4 | 1 Roadway/MOT/Drianage Meeting |
| Drainage | EA | 0 | 0 | 0 | |
| Utilities | EA | 0 | 0 | 0 | |
| Environmental | EA | 0 | 0 | 0 | |
| Structures | EA | 4 | 4 | 16 | 4 Meetings. A meeting prior to every submittal. Minutes/Agenda to be included |
| Signing & Pavement Marking | EA | 1 | 4 | 4 | 1 SPM/ITS Meeting |
| Signalization | EA | 0 | 0 | 0 | |
| Lighting | EA | 0 | 0 | 0 | |
| Landscape Architecture | EA | 0 | 0 | 0 | |
| Survey | EA | 0 | 0 | 0 | |
| Photogrammetry | EA | 0 | 0 | 0 | |
| ROW & Mapping | EA | 0 | 0 | 0 | |
| Terrestrial Mobile LiDAR | EA | 0 | 0 | 0 | |
| Architecture | EA | 0 | 0 | 0 | |
| Noise Barriers | EA | 0 | 0 | 0 | |
| ITS Analysis | EA | 0 | 0 | 0 | |
| Geotechnical | EA | 0 | 0 | 0 | |
| Progress Meetings | EA | 18 | 3 | 54 | Progress Meetings - 2 Meetings a Month for an approximate 9 month schedule. Minutes/Agenda to be included |
| Phase Reviews | EA | 4 | 2 | 8 | Misc. Meetings/Comment Resolution |
| Field Reviews | EA | 1 | 4 | 4 | 1 Kick-off Field Review |
| **Total Project Manager Meetings** | | 29 | | 90 | Total PM Meeting Hours carries to Task 3.6 above |

**Notes:**

1. **If the hours per meeting vary in length (hours) enter the average in the hour/unit column.**
2. **Do not double count agency meetings between permitting agencies.**
3. **Project manager meetings are calculated in each discipline sheet and brought forward to Column D, except for Photogrammetry.**

**Project Activity 4. Roadway Analysis**

Estimator: XAA

Deck Replacement - SR 436 over SR 528

Project No. 528-130

| Representing | Print Name | Signature / Date |
|---|---|---|
| | | |
| | | |

***NOTE: Signature Block is optional, per District preference***

| Task No. | Task | Units | No of Units | Hours/ Unit | Total Hours | Comments |
|---|---|---|---|---|---|---|
| 4.1 | Typical Section Package | LS | 1 | 16 | 16 | Minimum 3 Bridge Typicals and Milling and Resurfacing Typicals |
| 4.2 | Pavement Type Selection Report | LS | 1 | 0 | 0 | |
| 4.3 | Pavement Design Package | LS | 1 | 32 | 32 | Pavement Design Analyis, for Temporary and Final Pavement |
| 4.4 | Cross-Slope Correction | LS | 1 | 16 | 16 | Evaluate Cross Slope tie-ins at new decks |
| 4.5 | Horizontal /Vertical Master Design Files | LS | 1 | 200 | 200 | Preperation of files for all disciplines |
| 4.6 | Access Management | LS | 1 | 0 | 0 | |
| 4.7 | Roundabout Evaluation | LS | 1 | 0 | 0 | |
| 4.8 | Roundabout Final Design Analysis | LS | 1 | 0 | 0 | |
| 4.9 | Cross Section Design Files | LS | 1 | 40 | 40 | Cross Sections every 50/100 ft |
| 4.10 | Traffic Control Analysis | LS | 1 | 240 | 240 | 3 Phase analysis with traffic switches (SR 436 and SR 528) |
| 4.11 | Master TCP Design Files | LS | 1 | 144 | 144 | Design File(s) setups |
| 4.12 | Design Variations and Exceptions | LS | 1 | 16 | 16 | Potential Variaitions for Shoulder width |
| 4.13 | Design Report | LS | 1 | 40 | 40 | Design Documentation |
| 4.14 | Quantities | LS | 1 | 80 | 80 | Takeoffs for all Discipllines |
| 4.15 | Cost Estimate | LS | 1 | 16 | 16 | 4 Estimates |
| 4.16 | Technical Special Provisions | LS | 1 | 0 | 0 | |
| 4.17 | Other Roadway Analyses | LS | 1 | 0 | 0 | |
| **Roadway Analysis Technical Subtotal** | | | | | **840** | |

**Project Activity 4. Roadway Analysis**

| Task No. | Task | Units | No of Units | Hours/ Unit | Total Hours | Comments |
|---|---|---|---|---|---|---|
| 4.18 | Field Reviews | LS | 1 | 16 | 16 | 2 Field Reviews for 2 people |
| 4.19 | Monitor Existing Structures | LS | 1 | 0 | 0 | |
| 4.20 | Technical Meetings | LS | 1 | 12 | 12 | Meetings are listed below |
| 4.21 | Quality Assurance/Quality Control | LS | % | 5% | 42 | |
| 4.22 | Independent Peer Review | LS | % | 0% | 0 | |
| 4.23 | Supervision | LS | % | 5% | 42 | |
| **Roadway Analysis Nontechnical Subtotal** | | | | | **112** | |
| 4.24 | Coordination | LS | % | 0% | 0 | |
| **4. Roadway Analysis Total** | | | | | **952** | |

| Technical Meetings | Units | No of Units | Hours/ Unit | Total Hours | PM Attendance at Meeting Required? | Number |
|---|---|---|---|---|---|---|
| Typical Section | EA | 0 | 0 | 0 | | 0 |
| Pavement | EA | 0 | 0 | 0 | | 0 |
| Access Management | EA | 0 | 0 | 0 | | 0 |
| 15% Line and Grade | EA | 0 | 0 | 0 | | 0 |
| Driveways | EA | 0 | 0 | 0 | | 0 |
| Local Governments (cities, counties, MPO) | EA | 0 | 0 | 0 | | 0 |
| Work Zone Traffic Control | EA | 0 | 0 | 0 | | 0 |
| 30/60/90/100% Comment Review Meetings | EA | 4 | 3 | 12 | | 0 |
| Other Meetings | EA | 0 | 0 | 0 | | 0 |
| **Subtotal Technical Meetings** | | | | **12** | **Subtotal Project Manager Meetings** | 0 |
| Progress Meetings (if required by FDOT) | EA | 0 | 0 | 0 | *PM attendance at Progress Meetings is manually entered on General Task 3* | - - |
| Phase Review Meetings | EA | 0 | 0 | 0 | *PM attendance at Phase Review Meetings is manually entered on General Task 3* | - - |
| **Total Meetings** | | | | **12** | **Total Project Manager Meetings (carries to Tab 3)** | **0** |

Carries to 4.17

Carries to Tab 3

**Project Activity 5. Roadway Plans**

Estimator: XAA

Deck Replacement - SR 436 over SR 528

Project No. 528-130

| Representing | | Print Name | Signature / Date |
|---|---|---|---|
| | | | |
| | | | |

***NOTE: Signature Block is optional, per District preference***

| Task No. | Task | Scale | Units | No. of Units or Sheet | Hours/ Unit or Sheet | Total Hours | Comments |
|---|---|---|---|---|---|---|---|
| 5.1 | Key Sheet | TBD | Sheet | 1 | 4 | 4 | Key Sheet |
| 5.2 | Summary of Pay Items Including Quantity Input | NTS | Sheet | 1 | 4 | 4 | 1 pay Item Sheet |
| 5.3 | Typical Section Sheets | | | | | | |
| 5.3.1 | Typical Sections | | EA | 2 | 4 | 8 | 2 Typicla Sections |
| 5.3.2 | Typical Section Details | | EA | 6 | 2 | 12 | 6 Details |
| 5.4 | General Notes/Pay Item Notes | | Sheet | 1 | 4 | 4 | General Notes |
| 5.5 | Summary of Quantities Sheets | | Sheet | 1 | 4 | 4 | |
| 5.6 | Project Layout | | Sheet | 0 | 0 | 0 | |
| 5.7 | Plan/Profile Sheet | 100 | Sheet | 4 | 4 | 16 | SR 436 and SR 528 |
| 5.8 | Profile Sheet | | Sheet | 0 | 0 | 0 | |
| 5.9 | Plan Sheet | | Sheet | 0 | 0 | 0 | |
| 5.10 | Special Profile | | Sheet | 0 | 0 | 0 | |
| 5.11 | Back-of-Sidewalk Profile Sheet | | Sheet | 0 | 0 | 0 | |
| 5.12 | Interchange Layout Sheet | | Sheet | 0 | 0 | 0 | |
| 5.13 | Ramp Terminal Details (Plan View) | | Sheet | 0 | 0 | 0 | |
| 5.14 | Intersection Layout Details | | Sheet | 0 | 0 | 0 | |
| 5.15 | Special Details | | EA | 0 | 0 | 0 | |
| 5.16 | Cross-Section Pattern Sheet(s) | | Sheet | 0 | 0 | 0 | |

**Project Activity 5. Roadway Plans**

| Task No. | Task | Scale | Units | No. of Units or Sheet | Hours/ Unit or Sheet | Total Hours | Comments |
|---|---|---|---|---|---|---|---|
| 5.17 | Roadway Soil Survey Sheet(s) | | Sheet | 0 | 0 | 0 | |
| 5.18 | Cross Sections | 20/10 | EA | 50 | 0.25 | 13 | Approximately 50 Cross Sections |
| 5.19 | Temporary Traffic Control Plan Sheets | 50/100 | Sheet | 24 | 4 | 96 | 3 Phases - SR 436 and SR 528 |
| 5.20 | Temporary Traffic Control Cross Section Sheets | | EA | 30 | 2 | 60 | Critical Cross Sections for 3 Phases - 10 per phase |
| 5.21 | Temporary Traffic Control Detail Sheets | | Sheet | 0 | 0 | 0 | |
| 5.22 | Utility Adjustment Sheets | | Sheet | 0 | 0 | 0 | |
| 5.23 | Selective Clearing and Grubbing Sheet(s) | | Sheet | 0 | 0 | 0 | |
| 5.24 | Project Network Control Sheet(s) | | Sheet | 0 | 0 | 0 | |
| 5.25 | Environmental Detail Sheets | | Sheet | 0 | 0 | 0 | |
| 5.26 | Utility Verification Sheet(s) (SUE Data) | | Sheet | 0 | 0 | 0 | |
| | | | | | **Roadway Plans Technical Subtotal** | **221** | |
| 5.27 | Quality Assurance/Quality Control | | LS | % | 5% | 11 | |
| 5.28 | Supervision | | LS | % | 0% | 0 | |
| | | | | | **5. Roadway Plans Total** | **232** | |

**Project Activity 6a. Drainage Analysis**

Estimator: XAA

Deck Replacement - SR 436 over SR 528

Project No. 528-130

| Representing | Print Name | Signature / Date |
|---|---|---|
| | | |
| | | |

***NOTE: Signature Block is optional, per District preference***

| Task No. | Task | Units | No of Units | Hours/ Unit | Total Hours | Comments |
|---|---|---|---|---|---|---|
| 6a.1 | Drainage Map Hydrology | Per Map | 0 | 0 | 0 | |
| 6a.2 | Base Clearance Report | Per Location | 0 | 0 | 0 | |
| 6a.3 | Pond Siting Analysis and Report | Per Basin | 0 | 0 | 0 | |
| 6a.4 | Design of Cross Drains | EA | 0 | 0 | 0 | |
| 6a.5 | Design of Ditches | Per Ditch Mile | 0 | 0 | 0 | |
| 6a.6 | Design of Stormwater Management Facility (Offsite or Infield Pond) | EA | 0 | 0 | 0 | |
| 6a.7 | Design of Stormwater Management Facility (Roadside Ditch as Linear Pond) | Per Cell | 0 | 0 | 0 | |
| 6a.8 | Design of Floodplain Compensation | Per Floodplain Basin | 0 | 0 | 0 | |
| 6a.9 | Design of Storm Drains | EA | 0 | 0 | 0 | |
| 6a.10 | Optional Culvert Material | EA | 0 | 0 | 0 | |
| 6a.11 | French Drain Systems | Per Cell | 0 | 0 | 0 | |
| 6a.12 | Drainage Wells | EA | 0 | 0 | 0 | |
| 6a.13 | Drainage Design Documentation Report | LS | 1 | 0 | 0 | |
| 6a.14 | Bridge Hydraulic Report | EA | 0 | 0 | 0 | |

**Project Activity 6a. Drainage Analysis**

| Task No. | Task | Units | No of Units | Hours/ Unit | Total Hours | Comments |
|---|---|---|---|---|---|---|
| 6a.15 | Temporary Drainage Analysis | LS | 1 | 40 | 40 | Analyze SR 436 and SR 528 conditions |
| 6a.16 | Cost Estimate | LS | 1 | 0 | 0 | |
| 6a.17 | Technical Special Provisions | LS | 1 | 0 | 0 | |
| 6a.18 | Other Drainage Analysis | LS | 1 | 40 | 40 | Re-establish Roadway Drianage with MOT impacts |
| | | | | **Drainage Analysis Technical Subtotal** | **80** | |
| 6a.19 | Field Reviews | LS | 1 | 4 | 4 | 1 Field Meeting |
| 6a.20 | Technical Meetings | LS | 1 | 0 | 0 | Meetings are listed below |
| 6a.21 | Environmental Look-Around (ELA) Meeting | LS | 1 | 0 | 0 | |
| 6a.22 | Quality Assurance/Quality Control | LS | % | 5% | 4 | |
| 6a.23 | Independent Peer Review | LS | % | 0% | 0 | |
| 6a.24 | Supervision | LS | % | 5% | 4 | |
| | | | | **Drainage Analysis Nontechnical Subtotal** | **12** | |
| 6a.25 | Coordination | LS | % | 0% | 0 | |
| | | | | **6a. Drainage Analysis Total** | **92** | |

| Technical Meetings | Units | No of Units | Hours/ Unit | Total Hours | PM Attendance at Meeting Required? | Number |
|---|---|---|---|---|---|---|
| Base Clearance Water Elevation | EA | 0 | 0 | 0 | | 0 |
| Pond Siting | EA | 0 | 0 | 0 | | 0 |
| Agency | EA | 0 | 0 | 0 | | 0 |
| Local Governments (cities, counties) | EA | 0 | 0 | 0 | | 0 |
| FDOT Drainage | EA | 0 | 0 | 0 | | 0 |
| Other Meetings | EA | 0 | 0 | 0 | | 0 |
| **Subtotal Technical Meetings** | | | | **0** | | **0** |
| Progress Meetings (if required by FDOT) | EA | 0 | 0 | 0 | *PM attendance at Progress Meetings is manually entered on General Task 3* | - - |
| Phase Review Meetings | EA | 0 | 0 | 0 | *PM attendance at Phase Review Meetings is manually entered on General Task 3* | - - |
| **Total Meetings** | | | | **0** | **Total Project Manager Meetings (carries to Tab 3)** | **0** |

Carries to 6.19

Carries to Tab 3

**Project Activity 6b. Drainage Plans**

Estimator: XAA

Deck Replacement - SR 436 over SR 528

Project No. 528-130

| Representing | Print Name | Signature / Date |
|---|---|---|
| | | |
| | | |

***NOTE: Signature Block is optional, per District preference***

| Task No. | Task | Scale | Units | No. of Units or Sheet | Hours/ Unit or Sheet | Total Hours | Comments |
|---|---|---|---|---|---|---|---|
| 6b.1 | Drainage Map (Including Interchanges) | | Sheet | 0 | 0 | 0 | |
| 6b.2 | Bridge Hydraulics Recommendation Sheets | | Sheet | 0 | 0 | 0 | |
| 6b.3 | Summary of Drainage Structures | | Sheet | 1 | 4 | 4 | Establish any temporary/permanent structures |
| 6b.4 | Optional Pipe/Culvert Material | | Sheet | 0 | 0 | 0 | |
| 6b.5 | Drainage Structure Sheet(s) (Per Structure) | | EA | 2 | 4 | 8 | 4-8 Structures depending on MOT impacts |
| 6b.6 | Miscellaneous Drainage Detail Sheets | | Sheet | 1 | 16 | 16 | Miscellaneous Details |
| 6b.7 | Lateral Ditch Plan/Profile | | Sheet | 0 | 0 | 0 | |
| 6b.8 | Lateral Ditch Cross Sections | | EA | 0 | 0 | 0 | |
| 6b.9 | Retention/Detention Ponds Detail Sheet(s) | | Sheet | 0 | 0 | 0 | |
| 6b.10 | Retention Pond Cross Sections | | EA | 0 | 0 | 0 | |
| 6b.11 | Erosion Control Plan Sheet(s) | | Sheet | 0 | 0 | 0 | Will be provided as part of phasing sheets |
| 6b.12 | SWPPP Sheet(s) | | Sheet | 3 | 4 | 12 | SWPPP - Assuming 1 Acre + of impacts |
| | | | | | **Drainage Plans Technical Subtotal** | **40** | |
| 6b.13 | Quality Assurance/Quality Control | | LS | % | 5% | 2 | |
| 6b.14 | Supervision | | LS | % | 0% | 0 | |
| | | | | | **6. Drainage Plans Total** | **42** | |

Estimator: Giovanni Orellana

Deck Replacement - SR 436 over SR 528
Project No. 528-130

| Representing | Print Name | Signature / Date |
|---|---|---|
| | | |
| | | |

***NOTE: Signature Block is optional, per District preference***

| Task No. | Task | Units | Design and Production Staffhours | | | | Comments |
|---|---|---|---|---|---|---|---|
| | | | No. of Units | Hours per Unit | No. of Sheets | Total | |
| | **General Drawings** | | | | | | |
| 9.1 | Key Sheet and Index of Drawings | Sheet | 2 | 8 | 2 | 16 | Prepare Key sheet and index for all submittals. |
| 9.2 | Project Layout | Sheet | 0 | 0 | 0 | 0 | n/a |
| 9.3 | General Notes and Bid Item Notes | Sheet | 1 | 24 | 1 | 24 | General notes including deck panel demolition notes |
| 9.4 | Miscellaneous Common Details | Sheet | 1 | 8 | 1 | 8 | Expansion joint replacement detail with ultra-low modulus silicon joint |
| 9.5 | Incorporate Report of Core Borings | Sheet | 2 | 1 | 2 | 2 | For temporary bridges. 1 sheet per bridge |
| 9.6 | Existing Bridge Plans | LS | 3 | 4 | | 12 | Label and incorporate all three exisitng bridge plans. |
| 9.7 | Assemble Plan Summary Boxes and Quantities | LS | 1 | 26 | | 26 | 6 hours per deck replacement+ 4 hours for temp brrdge. (6*3)+(2*4)=26 |
| 9.8 | Cost Estimate | LS | 1 | 26 | | 26 | 12 hours per bridge. 12*3=36 |
| 9.9 | Technical Special Provisions | LS | 1 | 0 | | 0 | n/a |
| | **Structures - Summary and Miscellaneous Tasks and Drawings Subtotal** | | | | 6 | 114 | |

| Task No. | Task | Total | Task 10 | Task 11 | Task 12 | Task 13 | Task 14 | Task 15 | Task 16 | Task 17 | Task 18 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 10-16 | Temporary Bridges | 464 | 268 | 196 | 0 | | 0 | 0 | 0 | | |
| 10-16 | Bridge 750316 (SB SR 436 over SR 528) | 940 | | | | 940 | | | | | |
| 10-16 | Bridge 750315 (SB SR 436 over Ramp M) | 710 | | | | 710 | | | | | |
| 10-16 | Bridge 750317 (NB SR 436 over SR 528) | 980 | | | | 980 | | | | | |
| 10-16 | Bridge 5 | 0 | | | | | | | | | |
| 10-16 | Bridge 6 | 0 | | | | | | | | | |
| 10-16 | Bridge 7 | 0 | | | | | | | | | |
| 10-16 | Bridge 8 | 0 | | | | | | | | | |
| 10-16 | Bridge 9 | 0 | | | | | | | | | |
| 10-16 | Bridge 10 | 0 | | | | | | | | | |
| 17 | Retaining Walls | 140 | | | | | | | | 140 | |
| 18 | Miscellaneous Structures | 80 | | | | | | | | | 80 |
| | **Structures Technical Subtotal** | 3314 | 268 | 196 | 0 | 2630 | 0 | 0 | 0 | 140 | 80 |

**Project Activity 9. Structures Summary**

| Task No. | Task | Units | No. of Units | Hours per Unit | Total | Comments |
|---|---|---|---|---|---|---|
| 9.10 | Field Reviews | LS | 1 | 20 | 20 | Review inspection reports = 4 hours. Perform hands-on bridge inspection. 2 peoplex8hrsx 1 field reviewed=16 hrs. |
| 9.11 | Technical Meetings | LS | 1 | 16 | 16 | Meetings are listed below |
| 9.12 | Quality Assurance/Quality Control | LS | % | 7% | 240 | This should be (5% to 10%) x ("Structures - Summary and Miscellaneous Tasks and Drawings Subtotal, cell G21" + "Structures Technical Subtotal, cell C35") **(158+3674)*.07=268** |
| 9.13 | Independent Peer Review | LS | 1 | 0 | 0 | n/a |
| 9.14 | Supervision | LS | % | 5% | 171 | This should be (3% to 7%) x ("Structures - Summary and Miscellaneous Tasks and Drawings Subtotal, cell G21" + "Structures Technical Subtotal, cell C35") **(158+3674)*.05=268** |
| **Structures Nontechnical Subtotal** | | | | | **447** | |
| 9.15 | Coordination | LS | 1 | 40 | 40 | |
| **9. Structures - Summary and Miscellaneous Tasks and Drawings Nontechnical and Coordination Total** | | | | | 601 | |

| Technical Meetings | Units | No of Units | Hours/ Unit | Total Hours | PM Attendance at Meeting Required? | Number |
|---|---|---|---|---|---|---|
| BDR Coordination/Review | EA | 1 | 8 | 8 | | 0 |
| 90/100% Comment Review | EA | 1 | 8 | 8 | | 0 |
| Aesthetics Coordination | EA | 0 | 0 | 0 | | 0 |
| Regulatory Agency | EA | 0 | 0 | 0 | | 0 |
| Local Governments (cities, counties) | EA | 0 | 0 | 0 | | 0 |
| Utility Companies | EA | 0 | 0 | 0 | | 0 |
| Other Meetings | EA | 0 | 0 | 0 | | 0 |
| **Subtotal Technical Meetings** | | | | **16** | | **0** |
| Progress Meetings (if required by FDOT) | EA | 0 | 0 | 0 | *PM attendance at Progress Meetings is manually entered on General Task 3* | - - |
| Phase Review Meetings | EA | 0 | 12 | 0 | *PM attendance at Phase Review Meetings is manually entered on General Task 3* | - - |
| **Total Meetings** | | | | **16** | **Total Project Manager Meetings (carries to Tab 3)** | **0** |
| | | | | Carries to 9.11 | | Carries to Tab 3 |

Estimator: Giovanni Orellana
Bridge Identifier (Number or Name):

Deck Replacement - SR 436 over SR 528
Project No. 528-130

| Representing | Print Name | Signature / Date |
|---|---|---|
| | | |
| | | |

***NOTE: Signature Block is optional, per District preference***

| Task No. | Task | Units | No of Units | Hours/ Unit | No. of Sheets | Total Hours | Comments |
|---|---|---|---|---|---|---|---|
| | **General Requirement** | | | | | | |
| 10.1 | Bridge Geometry | LS | 1 | 16 | | 16 | Assume ACROW Bride Series 700 |
| 10.2 | Ship Impact Data Collection | LS | 1 | 0 | | 0 | n/a |
| 10.3 | Ship Impact Criteria | EA | 0 | 0 | | 0 | n/a |
| | **Superstructure Alternatives** | | | | | | |
| 10.4 | Short Span Concrete Bridge | EA ALT | 0 | 0 | | 0 | n/a |
| 10.5 | Medium Span Concrete Bridge | EA ALT | 3 | 12 | | 36 | Evaluate exist girders/girder ratings, etc., 3X12=36 hours. Evaluate for alternatives and check with CFX if the bridge does not load rate based on 8" thick deck. |
| 10.6 | Long Span Concrete Bridge | EA ALT | 0 | 0 | | 0 | n/a |
| 10.7 | Structural Steel Bridge | EA ALT | 1 | 16 | | 16 | Assume ACROW Bridge Series 700 - coordinate work, criteria, SB 436/SR 528 1 span vs. 2 spans altrnative |
| | **Foundation & Substructure Alternatives** | | | | | | |
| 10.8 | Pier/Bent | EA Type | 1 | 0 | | 0 | Assume steel frame |
| 10.9 | Analyzed Capacity of Existing Pier Columns for vehicle impact (600 Kips) | EA | 3 | 8 | | 24 | 3 sites. Analizing the columns for shear 3sites x4hr=12hrs. Optional: Thickening the column details or adding a pier protection barrier (1 sheet for all 3 sites = 12 hrs) |
| 10.10 | Deep Foundations | EA Foundation Evaluated | 2 | 12 | | 24 | Assume steel pipe vs steel H-pile. FB-Multipier Analysis. |
| | **Movable Span** | | | | | | |
| 10.11 | Data Collection and Design Criteria | LS | 1 | 0 | | 0 | n/a |
| 10.12 | Movable Span Geometrics and Clearances | LS | 1 | 0 | | 0 | n/a |
| 10.13 | Deck System Evaluation | LS | 1 | 0 | | 0 | n/a |
| 10.14 | Framing Plan Development | LS | 1 | 0 | | 0 | n/a |
| 10.15 | Main Girder Preliminary Design | LS | 1 | 0 | | 0 | n/a |
| 10.16 | Conceptual Span Balance/Counterweight | LS | 1 | 0 | | 0 | n/a |
| 10.17 | Support System Development | LS | 1 | 0 | | 0 | n/a |
| 10.18 | Drive Power Calculations | LS | 1 | 0 | | 0 | n/a |
| 10.19 | Drive System Development | LS | 1 | 0 | | 0 | n/a |
| 10.20 | Power and Control Development | LS | 1 | 0 | | 0 | n/a |
| 10.21 | Conceptual Pier Design | LS | 1 | 0 | | 0 | n/a |
| 10.22 | Foundation Analysis (FL PIER) | LS | 1 | 0 | | 0 | n/a |
| 10.23 | Tender Visibility Study | LS | 1 | 0 | | 0 | n/a |

**Project Activity 10, Structures-BDR**

| Task No. | Task | Units | No of Units | Hours/ Unit | No. of Sheets | Total Hours | Comments |
|---|---|---|---|---|---|---|---|
| | **Other BDR Issues** | | | | | | |
| 10.24 | Aesthetics | LS | 1 | 0 | | 0 | n/a |
| 10.25 | TCP/Staged Construction Requirements | LS | 1 | 8 | | 8 | Coordination with TCP for underpass (SR 528) and CSX traffic |
| 10.26 | Constructibility Requirements | LS | 1 | 8 | | 8 | Review of erection and construction sequence, stie demolition |
| 10.27 | Load Rating for Damaged/Widened Structures | EA Unit | 0 | 0 | | 0 | n/a |
| 10.28 | Quantity and Cost Estimates | EA ALT | 1 | 24 | | 24 | Two temporary bridges |
| 10.29 | Quantity and Cost Estimates - Movable Span | LS | 1 | 0 | | 0 | n/a |
| 10.30 | Wall Type Justification | LS | 1 | 0 | | 0 | n/a |
| | **Report Preparation** | | | | | | |
| 10.31 | Exhibits | EA SHEET | 2 | 12 | | 24 | P&E for each temporary bridge. |
| 10.32 | Exhibits - Movable Span | EA SHEET | 0 | 0 | | 0 | n/a |
| 10.33 | Report Preparation | LS | 1 | 80 | | 80 | Technical Memo |
| 10.34 | Report Preparation - Movable Span | LS | 1 | 0 | | 0 | n/a |
| 10.35 | BDR Submittal Package | LS | 1 | 8 | | 8 | Item used one time |
| | **10. Structures - Bridge Development Report Total** | | | | | **268** | |
| | **When ONLY 30% plans are final deliverable, use Task Nos. as shown for applicable bridge types for project Activities 12 thru 16. Staffhours to be negotiated and scaled appropriately.** | | | | | | |

Estimator: Giovanni Orellana
Bridge Identifier (BR No. 753015 & 753016):

Deck Replacement - SR 436 over SR 528
Project No. 528-130

| Representing | Print Name | Signature / Date |
|---|---|---|
| | | |
| | | |

***NOTE: Signature Block is optional, per District preference***

| Task No. | Task | Units | No. of Units | Hours/ Unit | No. of Sheets | Total Hours | Comments |
|---|---|---|---|---|---|---|---|
| | **General Layout Design and Plans [Tasks under Activity 11 are for Prefabricated Temporary Bridges only]** | | | | | | |
| 11.1 | Overall Bridge Final Geometry | LS | 2 | 12 | | 24 | Vertical and Horizontal geometry over rdwy for 2 temporary bridges. |
| 11.2 | General Plan and Elevation | Sheet | 2 | 16 | 2 | 32 | 1 sheet per site. |
| 11.3 | Miscellaneous Details | Sheet | 2 | 8 | 2 | 16 | One sheet for General notes and one sheet for detail for sign mounted on temporary bridge. |
| | **End Bent Design and Plans** | | | | | | |
| 11.4 | End Bent Structural Design | EA Design | 2 | 12 | | 24 | Design and check for two end bents. 1 for each temp. bridge |
| 11.5 | End Bent Details | Sheet | 1 | 20 | 1 | 20 | P&E and typical for EB's |
| | **Intermediate Bent Design and Plans** | | | | | | |
| 11.6 | Intermediate Bent Structural Design | EA Design | 1 | 24 | | 24 | Design and check proposed steel bent for temp. bridge over SR 528 |
| 11.7 | Intermediate Bent Details | Sheet | 1 | 20 | 1 | 20 | P&E and typical for Intermediate Bent. |
| | **Miscellaneous Substructure Design and Plans** | | | | | | |
| 11.8 | Foundation Layout | EA | 3 | 12 | | 36 | 2 foundation lay out sheets and one sheet for pile data table and notes. |
| | **11. Temporary Bridge Total** | | | | **6** | **196** | |

Estimator: Giovanni Orellana
Bridge Identifier (753016): SB SR 436 over SR 528

Deck Replacement - SR 436 over SR 528
Project No. 528-130

| Representing | Print Name | Signature / Date |
|---|---|---|
| | | |
| | | |

***NOTE: Signature Block is optional, per District preference***

| Task No. | Task | Units | No. of Units | Hours/ Unit | No. of Sheets | Total Hours | Comments |
|---|---|---|---|---|---|---|---|
| | **General Layout Design and Plans** | | | | | | |
| 13.1 | Overall Bridge Final Geometry | LS | 1 | 0 | | 0 | n/a |
| 13.2 | Expansion/Contraction Analysis | EA Unit | 1 | 0 | | 0 | n/a |
| 13.3 | General Plan and Elevation | Sheet | 1 | 40 | 1 | 40 | |
| 13.4 | Construction Staging | Sheet | 1 | 16 | 1 | 16 | |
| 13.5 | Approach Slab Plan and Details | Sheet | 0 | 0 | 0 | 0 | n/a |
| 13.6 | Miscellaneous Details | Sheet | 0 | 0 | 0 | 0 | n/a |
| | **End Bent Design and Plans** | | | | | | |
| 13.7 | End Bent Geometry | EA End Bent | 0 | 0 | | 0 | n/a |
| 13.8 | Wingwall Design and Geometry | EA End Bent | 0 | 0 | | 0 | n/a |
| 13.9 | End Bent Structural Design | EA Design | 2 | 20 | | 40 | Analysis of existing bents caps for shear and moment based on new deck load. |
| 13.10 | End Bent Plan and Elevation | Sheet | 0 | 0 | 0 | 0 | n/a |
| 13.11 | End Bent Details | Sheet | 0 | 0 | 0 | 0 | n/a |
| | **Intermediate Bent Design and Plans** | | | | | | |
| 13.12 | Bent Geometry | EA Bent | 0 | 0 | | 0 | n/a |
| 13.13 | Bent Stability Analysis | EA Design | 0 | 0 | | 0 | n/a |
| 13.14 | Bent Structural Design | EA Design | 0 | 0 | | 0 | n/a |
| 13.15 | Bent Plan and Elevation | Sheet | 0 | 0 | 0 | 0 | n/a |
| 13.16 | Bent Details | Sheet | 0 | 0 | 0 | 0 | n/a |
| | **Pier Design and Plans** | | | | | | |
| 13.17 | Pier Geometry | EA Pier | 0 | 0 | | 0 | n/a |
| 13.18 | Pier Stability Analysis | EA Design | 0 | 0 | | 0 | n/a |
| 13.19 | Pier Structural Design | EA Design | 4 | 24 | | 96 | Analysis of existing pier caps, columns and footing based on new deck load. 4 piers total |
| 13.20 | Pier Plan and Elevation | Sheet | 0 | 0 | 0 | 0 | n/a |
| 13.21 | Pier Details | Sheet | 0 | 0 | 0 | 0 | n/a |

**Project Activity 13. Medium Span BR#750316**

| Task No. | Task | Units | No. of Units | Hours/ Unit | No. of Sheets | Total Hours | Comments |
|---|---|---|---|---|---|---|---|
| | **Miscellaneous Substructure Design and Plans** | | | | | | |
| 13.22 | Foundation Layout | Sheet | 0 | 0 | 0 | 0 | n/a |
| | **Superstructure Deck Design and Plans** | | | | | | |
| 13.23 | Finish Grade Elevation (FGE) Calculation | LS | 1 | 40 | | 40 | Verify existing and check for deck replacement. Variable beam spacing. 5 Spans |
| 13.24 | Finish Grade Elevations | Sheet | 2 | 16 | 2 | 32 | Plan view , x-section and FGE tables |
| 13.25 | Bridge Deck Design | EA Section | 1 | 24 | | 24 | 1 design for entire bridge deck |
| 13.26 | Bridge Deck Reinforcing and Concrete Quantities | EA Unit | 1 | 12 | | 12 | |
| 13.27 | Diaphragm Design | EA Section | 0 | 0 | | 0 | n/a |
| 13.28 | Superstructure Plan | Sheet | 5 | 20 | 5 | 100 | 1 sheet per span. |
| 13.29 | Superstructure Section | Sheet | 1 | 20 | 1 | 20 | |
| 13.30 | Miscellaneous Superstructure Details | Sheet | 1 | 20 | 1 | 20 | Deck casting sequence and intermediate construction joints to avoid work over traffic |
| | **Reinforcing Bar Lists** | | | | | | |
| 13.31 | Preparation of Reinforcing Bar List | Sheet | 2 | 10 | 2 | 20 | deck reinforcment for spans 1 - 5. |
| | **Continuous Concrete Girder Design** | | | | | | |
| 13.32 | Section Properties | LS | 1 | 0 | | 0 | n/a |
| 13.33 | Material Properties | LS | 1 | 0 | | 0 | n/a |
| 13.34 | Construction Sequence | EA Unit | 0 | 0 | | 0 | n/a |
| 13.35 | Tendon Layouts | EA Unit | 0 | 0 | | 0 | n/a |
| 13.36 | Live Load Analysis | EA Unit | 0 | 0 | | 0 | n/a |
| 13.37 | Temperature Gradient | EA Unit | 0 | 0 | | 0 | n/a |
| 13.38 | Time Dependent Analysis | EA Unit | 0 | 0 | | 0 | n/a |
| 13.39 | Stress Summary | EA Unit | 0 | 0 | | 0 | n/a |
| 13.40 | Ultimate Moments | EA Unit | 0 | 0 | | 0 | n/a |
| 13.41 | Ultimate Shear | EA Unit | 0 | 0 | | 0 | n/a |
| 13.42 | Construction Loading | EA Unit | 0 | 0 | | 0 | n/a |

**Project Activity 13. Medium Span BR#750316**

| Task No. | Task | Units | No. of Units | Hours/ Unit | No. of Sheets | Total Hours | Comments |
|---|---|---|---|---|---|---|---|
| 13.43 | Framing Plan | Sheet | 0 | 0 | 0 | 0 | n/a |
| 13.44 | Girder Elevation, including Grouting Plan and Vent Locations | Sheet | 0 | 0 | 0 | 0 | n/a |
| 13.45 | Girder Details | Sheet | 0 | 0 | 0 | 0 | n/a |
| 13.46 | Erection Sequence | Sheet | 0 | 0 | 0 | 0 | n/a |
| 13.47 | Splice Details | Sheet | 0 | 0 | 0 | 0 | n/a |
| 13.48 | Girder Deflections and Camber | Sheet | 0 | 0 | 0 | 0 | n/a |
| | **Simple Span Concrete Design** | | | | | | |
| 13.49 | Prestressed Beam | EA Design | 4 | 80 | | 320 | strengthening 4 beams to be strenghten for shear and/or moment using CFRP Wrap. Available funds in case the beams do not load rate and they need to be streghten. |
| 13.50 | Prestressed Beam Schedules | Sheet | 2 | 12 | 2 | 24 | P&E view , details and notes. Two sheets for all sites.Available funds in case the beams do not load rate and they need to be streghten. |
| 13.51 | Framing Plan | Sheet | 0 | 0 | 0 | 0 | n/a |
| | **Beam Stability** | | | | | | |
| 13.52 | Beam/girder stability | EA Unit | 0 | 0 | | 0 | n/a |
| | **Bearing** | | | | | | |
| 13.53 | Bearing pad and bearing plate design | Type/ Span | 2 | 12 | | 24 | Check two types of existing pads based on new deck load and possible design of new pad. |
| 13.54 | Bearing pad and bearing plate details | Sheet | 1 | 12 | 1 | 12 | Assume new bearing pad (non-standard). Jacking load to be shown for pad replacement. |
| | **Load Rating** | | | | | | |
| 13.55 | Load Ratings | Per Beam | 10 | 10 | | 100 | 5 different type of beams. Type II and III with different number of strands. Type II (8-2), (10-2), Type III (12-0), (22-6), and (16-4). Run LRFR (FL120 and HL-93) and LFR (HS-20) rating so bridge can pass. 5 unique beams for LRFR and 5 unique beams for LFR. |
| | **13. Structures - Medium Span Concrete Bridge Total** | | | | **16** | **940** | |

Estimator: Giovanni Orellana
Bridge Identifier (753015): SB SR 436 over Ramp M

Deck Replacement - SR 436 over SR 528
Project No. 528-130

| Representing | Print Name | Signature / Date |
|---|---|---|
| | | |
| | | |

***NOTE: Signature Block is optional, per District preference***

| Task No. | Task | Units | No. of Units | Hours/ Unit | No. of Sheets | Total Hours | Comments |
|---|---|---|---|---|---|---|---|
| | **General Layout Design and Plans** | | | | | | |
| 13.1 | Overall Bridge Final Geometry | LS | 1 | 0 | | 0 | n/a |
| 13.2 | Expansion/Contraction Analysis | EA Unit | 1 | 0 | | 0 | n/a |
| 13.3 | General Plan and Elevation | Sheet | 1 | 40 | 1 | 40 | |
| 13.4 | Construction Staging | Sheet | 1 | 32 | 1 | 32 | |
| 13.5 | Approach Slab Plan and Details | Sheet | 0 | 0 | 0 | 0 | n/a |
| 13.6 | Miscellaneous Details | Sheet | 0 | 0 | 0 | 0 | n/a |
| | **End Bent Design and Plans** | | | | | | |
| 13.7 | End Bent Geometry | EA End Bent | 0 | 0 | | 0 | n/a |
| 13.8 | Wingwall Design and Geometry | EA End Bent | 0 | 0 | | 0 | n/a |
| 13.9 | End Bent Structural Design | EA Design | 2 | 20 | | 40 | Analysis of existing bents caps for shear and moment based on new deck load. |
| 13.10 | End Bent Plan and Elevation | Sheet | 0 | 0 | 0 | 0 | n/a |
| 13.11 | End Bent Details | Sheet | 0 | 0 | 0 | 0 | n/a |
| | **Intermediate Bent Design and Plans** | | | | | | |
| 13.12 | Bent Geometry | EA Bent | 0 | 0 | | 0 | n/a |
| 13.13 | Bent Stability Analysis | EA Design | 0 | 0 | | 0 | n/a |
| 13.14 | Bent Structural Design | EA Design | 0 | 0 | | 0 | n/a |
| 13.15 | Bent Plan and Elevation | Sheet | 0 | 0 | 0 | 0 | n/a |
| 13.16 | Bent Details | Sheet | 0 | 0 | 0 | 0 | n/a |
| | **Pier Design and Plans** | | | | | | |
| 13.17 | Pier Geometry | EA Pier | 0 | 0 | | 0 | n/a |
| 13.18 | Pier Stability Analysis | EA Design | 0 | 0 | | 0 | n/a |
| 13.19 | Pier Structural Design | EA Design | 2 | 24 | | 48 | Analysis of existing pier caps, columns and footing based on new deck load. 2 piers total. |
| 13.20 | Pier Plan and Elevation | Sheet | 0 | 0 | 0 | 0 | n/a |
| 13.21 | Pier Details | Sheet | 0 | 0 | 0 | 0 | n/a |

| Task No. | Task | Units | No. of Units | Hours/ Unit | No. of Sheets | Total Hours | Comments |
|---|---|---|---|---|---|---|---|
| | **Miscellaneous Substructure Design and Plans** | | | | | | |
| 13.22 | Foundation Layout | Sheet | 0 | 0 | 0 | 0 | n/a |
| | **Superstructure Deck Design and Plans** | | | | | | |
| 13.23 | Finish Grade Elevation (FGE) Calculation | LS | 1 | 40 | | 40 | Verify existing and check for deck replacement. Variable beam spacing. 3 Spans |
| 13.24 | Finish Grade Elevations | Sheet | 2 | 16 | 2 | 32 | Plan view , x-section and FGE tables |
| 13.25 | Bridge Deck Design | EA Section | 1 | 24 | | 24 | 1 design for entire bridge deck |
| 13.26 | Bridge Deck Reinforcing and Concrete Quantities | EA Unit | 1 | 12 | | 12 | |
| 13.27 | Diaphragm Design | EA Section | 0 | 0 | | 0 | n/a |
| 13.28 | Superstructure Plan | Sheet | 3 | 20 | 3 | 60 | 1 sheet per span. |
| 13.29 | Superstructure Section | Sheet | 1 | 20 | 1 | 20 | |
| 13.30 | Miscellaneous Superstructure Details | Sheet | 1 | 20 | 1 | 20 | Deck casting sequence and intermediate construction joints to avoid work over traffic |
| | **Reinforcing Bar Lists** | | | | | | |
| 13.31 | Preparation of Reinforcing Bar List | Sheet | 1 | 10 | 1 | 10 | deck reinforcment for spans 1 - 3. |
| | **Continuous Concrete Girder Design** | | | | | | |
| 13.32 | Section Properties | LS | 1 | 0 | | 0 | n/a |
| 13.33 | Material Properties | LS | 1 | 0 | | 0 | n/a |
| 13.34 | Construction Sequence | EA Unit | 0 | 0 | | 0 | n/a |
| 13.35 | Tendon Layouts | EA Unit | 0 | 0 | | 0 | n/a |
| 13.36 | Live Load Analysis | EA Unit | 0 | 0 | | 0 | n/a |
| 13.37 | Temperature Gradient | EA Unit | 0 | 0 | | 0 | n/a |
| 13.38 | Time Dependent Analysis | EA Unit | 0 | 0 | | 0 | n/a |
| 13.39 | Stress Summary | EA Unit | 0 | 0 | | 0 | n/a |
| 13.40 | Ultimate Moments | EA Unit | 0 | 0 | | 0 | n/a |
| 13.41 | Ultimate Shear | EA Unit | 0 | 0 | | 0 | n/a |
| 13.42 | Construction Loading | EA Unit | 0 | 0 | | 0 | n/a |
| 13.43 | Framing Plan | Sheet | 0 | 0 | 0 | 0 | n/a |
| 13.44 | Girder Elevation, including Grouting Plan and Vent Locations | Sheet | 0 | 0 | 0 | 0 | n/a |
| 13.45 | Girder Details | Sheet | 0 | 0 | 0 | 0 | n/a |
| 13.46 | Erection Sequence | Sheet | 0 | 0 | 0 | 0 | n/a |
| 13.47 | Splice Details | Sheet | 0 | 0 | 0 | 0 | n/a |
| 13.48 | Girder Deflections and Camber | Sheet | 0 | 0 | 0 | 0 | n/a |

**Project Activity 13. Medium Span BR#750315**

| Task No. | Task | Units | No. of Units | Hours/ Unit | No. of Sheets | Total Hours | Comments |
|---|---|---|---|---|---|---|---|
| | **Simple Span Concrete Design** | | | | | | |
| 13.49 | Prestressed Beam | EA Design | 2 | 80 | | 160 | strengthening 2 beams to be strenghten for shear and/or moment with CFRP wrap. Available funds in case the beams do not load rate and they need to be streghten. |
| 13.50 | Prestressed Beam Schedules | Sheet | 0 | 0 | 0 | 0 | Hours included under Bridge#750316. |
| 13.51 | Framing Plan | Sheet | 0 | 0 | 0 | 0 | n/a |
| | **Beam Stability** | | | | | | |
| 13.52 | Beam/girder stability | EA Unit | 2 | 12 | | 24 | Evaluate moment and shear capacity for 2 exisitng interior beams with half of composite deck during phase construction. |
| | **Bearing** | | | | | | |
| 13.53 | Bearing pad and bearing plate design | Type/ Span | 3 | 12 | | 36 | Check three types of existing pads based on new deck load and possible design of new pad. |
| 13.54 | Bearing pad and bearing plate details | Sheet | 1 | 12 | 1 | 12 | Assume new bearing pad (non-standard). Jacking load to be shown for pad replacement. |
| | **Load Rating** | | | | | | |
| 13.55 | Load Ratings | Per Beam | 10 | 10 | | 100 | 5 different type of beams. Type II, III and IV beams with different number of strands. Type II (10-2), Type III (12-2), and Type IV (16-0) (two different spans) and (26-6). Run LRFR (FL120 and HL-93) and LFR (HS-20) rating so bridge can pass. 5 unique beams for LRFR and 5 unique beams for LFR. |
| | **13. Structures - Medium Span Concrete Bridge Total** | | | | **11** | **710** | |

Estimator: Giovanni Orellana
Bridge Identifier (753017): NB SR 436 over SR 528

Deck Replacement - SR 436 over SR 528
Project No. 528-130

| Representing | Print Name | Signature / Date |
|---|---|---|
| | | |
| | | |

***NOTE: Signature Block is optional, per District preference***

| Task No. | Task | Units | No. of Units | Hours/ Unit | No. of Sheets | Total Hours | Comments |
|---|---|---|---|---|---|---|---|
| | **General Layout Design and Plans** | | | | | | |
| 13.1 | Overall Bridge Final Geometry | LS | 1 | 0 | | 0 | n/a |
| 13.2 | Expansion/Contraction Analysis | EA Unit | 1 | 0 | | 0 | n/a |
| 13.3 | General Plan and Elevation | Sheet | 1 | 40 | 1 | 40 | |
| 13.4 | Construction Staging | Sheet | 1 | 32 | 1 | 32 | |
| 13.5 | Approach Slab Plan and Details | Sheet | 0 | 0 | 0 | 0 | n/a |
| 13.6 | Miscellaneous Details | Sheet | 0 | 0 | 0 | 0 | n/a |
| | **End Bent Design and Plans** | | | | | | |
| 13.7 | End Bent Geometry | EA End Bent | 0 | 0 | | 0 | n/a |
| 13.8 | Wingwall Design and Geometry | EA End Bent | 0 | 0 | | 0 | n/a |
| 13.9 | End Bent Structural Design | EA Design | 2 | 20 | | 40 | Analysis of existing bents caps for shear and moment based on new deck load. |
| 13.10 | End Bent Plan and Elevation | Sheet | 0 | 0 | 0 | 0 | n/a |
| 13.11 | End Bent Details | Sheet | 0 | 0 | 0 | 0 | n/a |
| | **Intermediate Bent Design and Plans** | | | | | | |
| 13.12 | Bent Geometry | EA Bent | 0 | 0 | | 0 | n/a |
| 13.13 | Bent Stability Analysis | EA Design | 0 | 0 | | 0 | n/a |
| 13.14 | Bent Structural Design | EA Design | 0 | 0 | | 0 | n/a |
| 13.15 | Bent Plan and Elevation | Sheet | 0 | 0 | 0 | 0 | n/a |
| 13.16 | Bent Details | Sheet | 0 | 0 | 0 | 0 | n/a |
| | **Pier Design and Plans** | | | | | | |
| 13.17 | Pier Geometry | EA Pier | 0 | 0 | | 0 | n/a |
| 13.18 | Pier Stability Analysis | EA Design | 0 | 0 | | 0 | n/a |
| 13.19 | Pier Structural Design | EA Design | 4 | 24 | | 96 | Analysis of existing pier caps, columns and footing based on new deck load. 4 Piers total |
| 13.20 | Pier Plan and Elevation | Sheet | 0 | 0 | 0 | 0 | n/a |
| 13.21 | Pier Details | Sheet | 0 | 0 | 0 | 0 | n/a |

| Task No. | Task | Units | No. of Units | Hours/ Unit | No. of Sheets | Total Hours | Comments |
|---|---|---|---|---|---|---|---|
| | **Miscellaneous Substructure Design and Plans** | | | | | | |
| 13.22 | Foundation Layout | Sheet | 0 | 0 | 0 | 0 | n/a |
| | **Superstructure Deck Design and Plans** | | | | | | |
| 13.23 | Finish Grade Elevation (FGE) Calculation | LS | 1 | 40 | | 40 | Verify existing and check for deck replacement. Variable beam spacing. 5 Spans |
| 13.24 | Finish Grade Elevations | Sheet | 2 | 16 | 2 | 32 | Plan view , x-section and FGE tables |
| 13.25 | Bridge Deck Design | EA Section | 1 | 24 | | 24 | 1 design for entire bridge deck |
| 13.26 | Bridge Deck Reinforcing and Concrete Quantities | EA Unit | 1 | 12 | | 12 | |
| 13.27 | Diaphragm Design | EA Section | 0 | 0 | | 0 | n/a |
| 13.28 | Superstructure Plan | Sheet | 5 | 20 | 5 | 100 | 1 sheet per span. |
| 13.29 | Superstructure Section | Sheet | 1 | 20 | 1 | 20 | |
| 13.30 | Miscellaneous Superstructure Details | Sheet | 1 | 20 | 1 | 20 | Deck casting sequence and intermediate construction joints to avoid work over traffic |
| | **Reinforcing Bar Lists** | | | | | | |
| 13.31 | Preparation of Reinforcing Bar List | Sheet | 2 | 10 | 2 | 20 | deck reinforcment for spans 1 - 5. |
| | **Continuous Concrete Girder Design** | | | | | | |
| 13.32 | Section Properties | LS | 1 | 0 | | 0 | n/a |
| 13.33 | Material Properties | LS | 1 | 0 | | 0 | n/a |
| 13.34 | Construction Sequence | EA Unit | 0 | 0 | | 0 | n/a |
| 13.35 | Tendon Layouts | EA Unit | 0 | 0 | | 0 | n/a |
| 13.36 | Live Load Analysis | EA Unit | 0 | 0 | | 0 | n/a |
| 13.37 | Temperature Gradient | EA Unit | 0 | 0 | | 0 | n/a |
| 13.38 | Time Dependent Analysis | EA Unit | 0 | 0 | | 0 | n/a |
| 13.39 | Stress Summary | EA Unit | 0 | 0 | | 0 | n/a |
| 13.40 | Ultimate Moments | EA Unit | 0 | 0 | | 0 | n/a |
| 13.41 | Ultimate Shear | EA Unit | 0 | 0 | | 0 | n/a |
| 13.42 | Construction Loading | EA Unit | 0 | 0 | | 0 | n/a |
| 13.43 | Framing Plan | Sheet | 0 | 0 | 0 | 0 | n/a |
| 13.44 | Girder Elevation, including Grouting Plan and Vent Locations | Sheet | 0 | 0 | 0 | 0 | n/a |
| 13.45 | Girder Details | Sheet | 0 | 0 | 0 | 0 | n/a |
| 13.46 | Erection Sequence | Sheet | 0 | 0 | 0 | 0 | n/a |
| 13.47 | Splice Details | Sheet | 0 | 0 | 0 | 0 | n/a |
| 13.48 | Girder Deflections and Camber | Sheet | 0 | 0 | 0 | 0 | n/a |

Project Activity 13. Medium Span BR#750317

| Task No. | Task | Units | No. of Units | Hours/ Unit | No. of Sheets | Total Hours | Comments |
|---|---|---|---|---|---|---|---|
| | **Simple Span Concrete Design** | | | | | | |
| 13.49 | Prestressed Beam | EA Design | 4 | 80 | | 320 | strengthening 4 beams to be strenghten for shear and/or moment using CFRP wrap. Available funds in case the beams do not load rate and they need to be streghten. |
| 13.50 | Prestressed Beam Schedules | Sheet | 0 | 0 | 0 | 0 | Hours included under Bridge#750316 |
| 13.51 | Framing Plan | Sheet | 0 | 0 | 0 | 0 | n/a |
| | **Beam Stability** | | | | | | |
| 13.52 | Beam/girder stability | EA Unit | 3 | 12 | | 36 | Evaluate moment and shear capacity for 3 existing interior beams with half of composite deck during phase construction. |
| | **Bearing** | | | | | | |
| 13.53 | Bearing pad and bearing plate design | Type/ Span | 3 | 12 | | 36 | Check three types of existing pads based on new deck load and possible design of new pad. |
| 13.54 | Bearing pad and bearing plate details | Sheet | 1 | 12 | 1 | 12 | Assume new bearing pad (non-standard) and jacking load to be shown for pad replacement. |
| | **Load Rating** | | | | | | |
| 13.55 | Load Ratings | Per Beam | 10 | 10 | | 100 | 5 different type of beams. Type II, III and IV beams with different number of strands. Type II (8-2), Type III (18-6), and Type IV (16-0), (28-6) and (14-2).Run LRFR (FL120 and HL-93) and LFR (HS-20) rating so bridge can pass. 5 unique beams for LRFR and 5 unique beams for LFR. |
| | **13. Structures - Medium Span Concrete Bridge Total** | | | | 14 | 980 | |
| | **Total Structures** | | | | | 2630 | |

**Project Activity 17. Str-Retaining Walls**

Estimator: Giovanni Orellana

Deck Replacement - SR 436 over SR 528

Project No. 528-130

| Representing | Print Name | Signature / Date |
|---|---|---|
| | | |
| | | |

***NOTE: Signature Block is optional, per District preference***

| Task No. | Task | Unit | No. of Units | Hours/ Unit | No. of Sheets | Total Hours | Comments |
|---|---|---|---|---|---|---|---|
| | **General Requirements** | | | | | | |
| 17.1 | Key Sheet | Sheet | 0 | 0 | 0 | 0 | n/a |
| 17.2 | Horizontal Wall Geometry | Per Wall | 4 | 8 | | 32 | |
| | **Permanent Proprietary Walls** | | | | | | |
| 17.3 | Vertical Wall Geometry | Per Wall | 0 | 0 | | 0 | n/a |
| 17.4 | Semi-Standard Drawings | Sheet | 0 | 0 | 0 | 0 | n/a |
| 17.5 | Wall Plan and Elevations (Control Drawings) | Sheet | 0 | 0 | 0 | 0 | n/a |
| 17.6 | Details | Sheet | 0 | 0 | 0 | 0 | n/a |
| | **Temporary Proprietary Walls** | | | | | | |
| 17.7 | Vertical Wall Geometry | Per Wall | 4 | 12 | | 48 | Constant offset from rdwy alignement and constant cross slope. |
| 17.8 | Semi-Standard Drawings | Sheet | 1 | 12 | 1 | 12 | |
| 17.9 | Wall Plan and Elevations (Control Drawings) | Sheet | 4 | 12 | 4 | 48 | 4 wire mesh walls |
| 17.10 | Details | Sheet | 0 | 0 | 0 | 0 | n/a |

**Project Activity 17. Str-Retaining Walls**

| Task No. | Task | Unit | No. of Units | Hours/ Unit | No. of Sheets | Total Hours | Comments |
|---|---|---|---|---|---|---|---|
| | **Cast-in-Place Retaining Walls** | | | | | | |
| 17.11 | Design | EA Design | 0 | 0 | | 0 | n/a |
| 17.12 | Vertical Wall Geometry | EA Wall | 0 | 0 | | 0 | n/a |
| 17.13 | General Notes | Sheet | 0 | 0 | 0 | 0 | n/a |
| 17.14 | Wall Plan and Elevations (Control Drawings) | Sheet | 0 | 0 | 0 | 0 | n/a |
| 17.15 | Sections and Details | Sheet | 0 | 0 | 0 | 0 | n/a |
| 17.16 | Reinforcing Bar List | Sheet | 0 | 0 | 0 | 0 | n/a |
| | **Other Retaining Walls and Bulkheads** | | | | | | |
| 17.17 | Design | EA Design | 0 | 0 | | 0 | n/a |
| 17.18 | Vertical Wall Geometry | EA Wall | 0 | 0 | | 0 | n/a |
| 17.19 | General Notes, Tables and Misc. Details | Sheet | 0 | 0 | 0 | 0 | n/a |
| 17.20 | Wall Plan and Elevations | Sheet | 0 | 0 | 0 | 0 | n/a |
| 17.21 | Details | Sheet | 0 | 0 | 0 | 0 | n/a |
| | **17. Structures - Retaining Walls Total** | | | | **5** | **140** | |

Estimator: Giovanni Orellana

Deck Replacement - SR 436 over SR 528
Project No. 528-130

| Representing | Print Name | Signature / Date |
|---|---|---|
| | | |
| | | |

***NOTE: Signature Block is optional, per District preference***

| Task No. | Task | Unit | No. of Units | Hours/ Unit | No. of Sheets | Total Hours | Comments |
|---|---|---|---|---|---|---|---|
| | **Concrete Box Culvert** | | | | | | |
| 18.1 | Concrete Box Culverts | EA | 0 | 0 | | 0 | n/a |
| 18.2 | Concrete Box Culverts Extensions | EA Extension | 0 | 0 | | 0 | n/a |
| 18.3 | Concrete Box Culvert Data Table Plan Sheets | Sheet | 0 | 0 | 0 | 0 | n/a |
| 18.4 | Concrete Box Culvert Special Details Plan Sheets | Sheet | 0 | 0 | 0 | 0 | n/a |
| | **Strain Poles** | | | | | | |
| 18.5 | Steel Strain Poles | Initial Config | 0 | 0 | | 0 | n/a |
| | | EA Add'l Config | 0 | 0 | | 0 | n/a |
| 18.6 | Concrete Strain Poles | Initial Config | 0 | 0 | | 0 | n/a |
| | | EA Add'l Config | 0 | 0 | | 0 | n/a |
| 18.7 | Strain Pole Data Table Plan Sheets | Sheet | 0 | 0 | 0 | 0 | n/a |
| 18.8 | Strain Pole Special Details Plan Sheets | Sheet | 0 | 0 | 0 | 0 | n/a |
| | **Mast Arms** | | | | | | |
| 18.9 | Mast Arms | EA Design | 0 | 0 | | 0 | n/a |
| 18.10 | Mast Arms Data Table Plan Sheets | Sheet | 0 | 0 | 0 | 0 | n/a |
| 18.11 | Mast Arm Special Details Plan Sheets | Sheet | 0 | 0 | 0 | 0 | n/a |
| | **Overhead/Cantilever Sign Structures** | | | | | | |
| 18.12 | Cantilever Sign Structures | EA Design | 3 | 8 | | 24 | Design new foundation for a remove and replace sign structure. Assume no impact on the structure. 2 (SB) and 1 (NB) |
| 18.13 | Overhead Span Sign Structures | EA Design | 1 | 8 | | 8 | Design new foundation for a remove and replace sign structure. Assume 2 temporary structures to be design under signing and pavement as multipost line 19.4 |
| 18.14 | Special (Long Span) Overhead Span Sign Structures | EA Design | 0 | 0 | | 0 | n/a |
| 18.15 | Monotube Overhead Sign Structure | EA Design | 0 | 0 | | 0 | n/a |
| 18.16 | Bridge Mounted Signs (Attached to Superstr.) | EA Design | 2 | 16 | | 32 | Structural design. Prepare construction plans. |
| 18.17 | Overhead and Cantilever Sign Structures Data Table Plan Sheets | Sheet | 1 | 8 | 1 | 8 | Drilled shaft data table for roadway sign structures. |
| 18.18 | Overhead and Cantilever Sign Structures Special Details Plan Sheets | Sheet | 0 | 0 | 0 | 0 | n/a |

**Project Activity 18. Structures-Miscellaneous**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | **High Mast Lighting** | | | | | | |
| 18.19 | Non-Standard High Mast Lighting Structures | EA Design | 2 | 4 | | 8 | Analized new foundation for two poles to be relocated. |
| 18.20 | High Mast Lighting Special Details Plan Sheets | Sheet | 0 | 0 | 0 | 0 | |
| | **Noise Barrier Walls (Ground Mount)** | | | | | | |
| 18.21 | Horizontal Wall Geometry | EA Wall | 0 | 0 | | 0 | |
| 18.22 | Vertical Wall Geometry | EA Wall | 0 | 0 | | 0 | |
| 18.23 | Summary of Quantities - Aesthetic Requirements | Sheet | 0 | 0 | 0 | 0 | |
| 18.24 | Control Drawings | Sheet | 0 | 0 | 0 | 0 | |
| 18.25 | Design of Noise Barrier Walls Covered by Standards | EA Design | 0 | 0 | | 0 | |
| 18.26 | Design of Noise Barrier Walls Not Covered by Standards | EA Design | 0 | 0 | | 0 | |
| 18.27 | Aesthetic Details | LS | 1 | 0 | | 0 | |
| | **Special Structures** | | | | | | |
| 18.28 | Fender System | LS | 1 | 0 | | 0 | |
| 18.29 | Fender System Access | LS | 1 | 0 | | 0 | |
| 18.30 | Special Structures | LS | 1 | 0 | | 0 | |
| 18.31 | Other Structures | LS | 1 | 0 | | 0 | |
| | **18. Structures - Miscellaneous Total** | | | | **1** | **80** | |

**Project Activity 19. Signing & Marking Analysis**

Estimator: XAA

Deck Replacement - SR 436 over SR 528

Project No. 528-130

| Representing | Print Name | Signature / Date |
|---|---|---|
| | | |
| | | |

***NOTE: Signature Block is optional, per District preference***

| Task No. | Task | Units | No. of Units | Hours/ Units | Total Hours | Comments |
|---|---|---|---|---|---|---|
| 19.1 | Traffic Data Analysis | LS | 1 | 0 | 0 | |
| 19.2 | No Passing Zone Study | LS | 1 | 0 | 0 | |
| 19.3 | Reference and Master Design File | LS | 1 | 120 | 120 | Analysis of Sign Relocations and SPM for SR 436 and SR 528. Coordinate adjacent job limits. |
| 19.4 | Multi-Post Sign Support Calculations | EA | 2 | 4 | 8 | |
| 19.5 | Sign Panel Design Analysis | EA | 1 | 24 | 24 | Guidesign |
| 19.6 | Sign Lighting/Electrical Calculations | EA | 1 | 0 | 0 | |
| 19.7 | Quantities | LS | 1 | 0 | 0 | |
| 19.8 | Cost Estimate | LS | 1 | 0 | 0 | |
| 19.9 | Technical Special Provisions | LS | 1 | 0 | 0 | |
| 19.10 | Other Signing and Pavement Marking | LS | 1 | 40 | 40 | Account for Temporary Sign replacements 2SB trusses |
| **Signing and Pavement Marking Analysis Technical Subtotal** | | | | | **192** | |
| 19.11 | Field Reviews | LS | 2 | 4 | 8 | 2 Field Meeting |
| 19.12 | Technical Meetings | LS | 1 | 16 | 16 | Meetings are listed below |
| 19.13 | Quality Assurance/Quality Control | LS | % | 5% | 10 | |
| 19.14 | Independent Peer Review | LS | % | 0% | 0 | |
| 19.15 | Supervision | LS | % | 5% | 10 | |
| **Signing and Pavement Marking Analysis Nontechnical Subtotal** | | | | | **44** | |
| 19.16 | Coordination | LS | % | 3% | 7 | |
| **19. Signing and Pavement Marking Analysis Total** | | | | | **243** | |

**Project Activity 19. Signing & Marking Analysis**

| Task No. | Task | Units | No. of Units | Hours/ Units | Total Hours | Comments |
|---|---|---|---|---|---|---|

| Technical Meetings | Units | No of Units | Hours/ Unit | Total Hours | PM Attendance at Meeting Required? | Number |
|---|---|---|---|---|---|---|
| Sign Panel Design | EA | 0 | 0 | 0 | | 0 |
| Queue Length Analysis | EA | 0 | 0 | 0 | | 0 |
| Local Governments (cities, counties) | EA | 0 | 0 | 0 | | 0 |
| Other Meetings | EA | 0 | 0 | 0 | | 0 |
| **Subtotal Technical Meetings** | | | | **0** | **Subtotal Project Manager Meetings** | **0** |
| Progress Meetings (if required by FDOT) | EA | 0 | 0 | 0 | *PM attendance at Progress Meetings is manually entered on General Task 3* | -- |
| Phase Review Meetings | EA | 4 | 4 | 16 | *PM attendance at Phase Review Meetings is manually entered on General Task 3* | -- |
| **Total Meetings** | | | | **16** | **Total Project Manager Meetings (carries to Tab 3)** | **0** |

Carries to 19.12

Carries to Tab 3

**Project Activity 20. Signing & Marking Plans**

Estimator: XAA

Deck Replacement - SR 436 over SR 528
Project No. 528-130

| Representing | Print Name | Signature / Date |
|---|---|---|
| | | |
| | | |

***NOTE: Signature Block is optional, per District preference***

| Task No. | Task | Scale | Units | No of Units | Hours/ Unit | No. of Sheets | Total Hours | Comments |
|---|---|---|---|---|---|---|---|---|
| 20.1 | Key Sheet | | Sheet | 1 | 4 | 1 | 4 | Key Sheet |
| 20.2 | Summary of Pay Items Including TRNS•Port Input | | LS | 1 | 0 | | 0 | |
| 20.3 | Tabulation of Quantities | | Sheet | 1 | 16 | 1 | 16 | Quantities for SR 436 and SR 528 |
| 20.4 | General Notes/Pay Item Notes | | Sheet | 1 | 2 | 1 | 2 | General Notes |
| 20.5 | Project Layout | | Sheet | 0 | 0 | 0 | 0 | |
| 20.6 | Plan Sheet | 100 | Sheet | 6 | 4 | 6 | 24 | 3 Sheets for SR 436 and SR 528 |
| 20.7 | Typical Details | | EA | 1 | 4 | | 4 | 2 Details |
| 20.8 | Guide Sign Worksheet(s) | | EA | 4 | 4 | | 16 | 8 Signs potentially imapcted |
| 20.9 | Traffic Monitoring Site | | EA | 0 | 0 | | 0 | |
| 20.10 | Cross Sections | | EA | 4 | 8 | | 32 | Overhead truss cross sections |
| 20.11 | Special Service Point Details | | EA | 0 | 0 | | 0 | |
| 20.12 | Special Details | | LS | 1 | 24 | | 24 | Special detail for gores/bridge approaches |
| 20.13 | Interim Standards | | LS | 1 | 0 | | 0 | |
| **Signing and Pavement Marking Plans Technical Subtotal** | | | | | | **9** | **122** | |
| 20.14 | Quality Assurance/Quality Control | | LS | % | 5% | | 6 | |
| 20.15 | Supervision | | LS | % | 0% | | 0 | |
| **20. Signing and Pavement Marking Plans Total** | | | | | | **9** | **128** | |

# Nadic Engineering Services, Inc.

## ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: S.R. 528 / S.R 436 BRIDGE DECK REPLACEMENTS
County: Orange
FPN: CFX 528-130
FAP No.: 1/0/1900

Consultant Name: TY Lin/Nadic Engineering Services, Inc.
Consultant No.: R16009
Date: 4/27/2016
Estimator: Godwin Nnadi

| Staff Classification | Total Staff Hours From "SH Summary - Firm" | Project Manager | Senior Engineer | Senior Project Engineer | Senior Engineering Technician | Senior Designer | Engineering Intern | Secretary/ Clerical | Engineer | Staff Classification 9 | Staff Classification 10 | Staff Classification 11 | Staff Classification 12 | SH By Activity | Salary Cost By Activity | Average Rate Per Task |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | $201.31 | $177.07 | $160.51 | $77.89 | $83.03 | $85.95 | $56.85 | $98.40 | $0.00 | $0.00 | $0.00 | $0.00 | | | |
| 3. Project General and Project Common Tasks | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 4. Roadway Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 5. Roadway Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 6a. Drainage Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 6b. Drainage Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 7. Utilities | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 8. Environmental Permits, Compliance & Clearances | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 9. Structures - Misc. Tasks, Dwgs, Non-Tech. | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 10. Structures - Bridge Development Report | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 11. Structures - Temporary Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 12. Structures - Short Span Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 13. Structures - Medium Span Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 14. Structures - Structural Steel Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 15. Structures - Segmental Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 16. Structures - Movable Span | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 17. Structures - Retaining Walls | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 18. Structures - Miscellaneous | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 19. Signing & Pavement Marking Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 20. Signing & Pavement Marking Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 21. Signalization Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 22. Signalization Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 23. Lighting Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 24. Lighting Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 25. Landscape Architecture Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 26. Landscape Architecture Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 27. Survey (Field & Office Support) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 28. Photogrammetry | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 29. Mapping | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 30. Terrestrial Mobile LiDAR | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 31. Architecture Development | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 32. Noise Barriers Impact Design Assessment | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 33. Intelligent Transportation Systems Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 34. Intelligent Transportation Systems Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 35. Geotechnical | 272 | 30 | 65 | 79 | 19 | 38 | 37 | 4 | 0 | 0 | 0 | 0 | 0 | 272 | $38,272 | $140.70 |
| **Total Staff Hours** | 272 | 30 | 65 | 79 | 19 | 38 | 37 | 4 | 0 | 0 | 0 | 0 | 0 | 272 | | |
| **Total Staff Cost** | | $6,039.30 | $11,509.55 | $12,680.29 | $1,479.91 | $3,155.14 | $3,180.15 | $227.40 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | | **$38,271.74** | **$140.70** |

Check = $38,271.74

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

| | | | | |
|---|---|---|---|---|
| SALARY RELATED COSTS: | | | | $38,271.74 |
| OVERHEAD: | | | | $0.00 |
| OPERATING MARGIN: | | | | $0.00 |
| FCCM (Facilities Capital Cost Money): | | | | $0.00 |
| EXPENSES: | | | | $0.00 |
| **SUBTOTAL ESTIMATED FEE:** | | | | **$38,271.74** |
| Survey (Field) | 0 | 4-man crew d. $ - | / day | $0.00 |
| Geotechnical Field and Lab Testing | | | | $35,243.00 |
| **SUBTOTAL ESTIMATED FEE:** | | | | **$73,514.74** |
| Optional Services | | | | $0.00 |
| **GRAND TOTAL ESTIMATED FEE:** | | | | **$73,514.74** |

# 35. Geotechnical

Estimator: Godwin Nnadi

S.R. 528 / S.R 436 BRIDGE DECK REPLACEMENTS
CFX 528-130

| Representing | Print Name | Signature / Date |
|---|---|---|
| FDOT District | | |
| Consultant Name | **Godwin Nnadi** | |

***NOTE: Signature Block is optional, per District preference***

| Task No. | Task | Units | No of Units | Hours/ Unit | Total Hours | Comments |
|---|---|---|---|---|---|---|
| | **Roadway** | | | | | |
| 35.1 | Document Collection and Review | LS | 1 | 4 | 4 | Collect and review available project site document |
| 35.2 | Develop Detailed Boring Location Plan | LS | 1 | 2 | 2 | |
| 35.3 | Stake Borings/Utility Clearance | Boring | 8 | 0.5 | 4 | Eight (8) Auger Boring @ 7' each |
| 35.4 | Muck Probing | Crew Day | 0 | 0 | 0 | |
| 35.5 | Coordinate and Develop MOT Plans for Field Investigation | EA | 0 | 0 | 0 | |
| 35.6 | Drilling Access Permits | Location | 0 | 0 | 0 | |
| 35.7 | Property Clearances | EA | 0 | 0 | 0 | |
| 35.8 | Groundwater Monitoring | EA | 0 | 0 | 0 | |
| 35.9 | LBR/Resilient Modulus Sampling | EA | 5 | 0.5 | 3 | |
| 35.10 | Coordination of Field Work | 100 lf of boring | 0.56 | 1 | 1 | Eight boring @ 7 ft each = 56LF |
| 35.11 | Soil and Rock Classification - Roadway | 100 lf of boring | 0.56 | 2 | 1 | |
| 35.12 | Design LBR | LS | 1 | 8 | 8 | Only if LBR tests are required |
| 35.13 | Laboratory Data | 100 lf of boring | 0.56 | 1 | 1 | |
| 35.14 | Seasonal High Water Table | Boring | 8 | 0.3 | 2 | |
| 35.15 | Parameters for Water Retention Areas | EA | 0 | 0 | 0 | |
| 35.16 | Delineate Limits of Unsuitable Material | Cross-section | 0 | 0 | 0 | |
| 35.17 | Electronic Files for Cross-Sections | 100 lf of boring | 0 | 0 | 0 | Duplication of Roadway Effort? |
| 35.18 | Embankment Settlement and Stability | Embankment Boring | 0 | 0 | 0 | |
| 35.19 | Monitor Existing Structures | LS | 1 | 0 | 0 | |

## 35. Geotechnical

| Task No. | Task | Units | No of Units | Hours/ Unit | Total Hours | Comments |
|---|---|---|---|---|---|---|
| 35.20 | Stormwater Volume Recovery and/or Background Seepage Analysis | EA | 0 | 0 | 0 | Duplication of Drainage Effort? |
| 35.21 | Geotechnical Recommendations | LS | 1 | 6 | 6 | |
| 35.22 | Pavement Condition Survey and Pavement Evaluation Report | LS | 1 | 0 | 0 | |
| 35.23 | Preliminary Roadway Report | LS | 1 | 10 | 10 | |
| 35.24 | Final Report | EA | 1 | 10 | 10 | |
| 35.25 | Auger Boring Drafting | 100 lf boring | 0.56 | 5 | 3 | Small project effect |
| 35.26 | SPT Boring Drafting | 100 lf boring | 0 | 0 | 0 | |
| | | | **Roadway Geotechnical Subtotal** | | **55** | |
| | **Structures** | | | | | |
| 35.27 | Develop Detailed Boring Location Plan | LS | 1 | 3 | 3 | |
| 35.28 | Stake Borings/Utility Clearance | Boring | 20 | 0.3 | 6 | Bridges: 5 SPT borings @ 100 ft; Walls: 5 SPT @ 40 ft and 2 SPT @ 25 ft and Signs: 8 SPT @ 40 ft. Total = 20 SPT Borings |
| 35.29 | Coordinate and Develop MOT Plans for Field Investigation | EA | 1 | 5 | 5 | |
| 35.30 | Drilling Access Permits | Location | 0 | 0 | 0 | |
| 35.31 | Property Clearances | EA | 0 | 0 | 0 | |
| 35.32 | Collection of Corrosion Samples | EA | 0 | 0 | 0 | |
| 35.33 | Coordination of Field Work | 100 lf of boring | 10.7 | 0.7 | 7 | Bridges: 4 SPT borings @ 100 ft = 400LF; Walls: 5 SPT @ 40 ft and 2 SPT @ 25 ft = 250LF and Signs: 5 SPT @ 40 ft. = 200 LF Total footage = 850 LF |
| 35.34 | Soil and Rock Classification - Structures | 100 lf of boring | 10.7 | 2 | 21 | |
| 35.35 | Tabulation of Laboratory Data | 100 lf of boring | 10.7 | 0.6 | 6 | |
| 35.36 | Estimate Design Groundwater Level for Structures | EA | 0 | 0 | 0 | |
| 35.37 | Selection of Foundation Alternatives (BDR) | Bridge boring | 5 | 2 | 10 | |
| 35.38 | Detailed Analysis of Selected Foundation Alternate(s) | Bridge boring | 5 | 6 | 30 | See Basis for reducing by 35.35 |
| 35.39 | Bridge Construction and Testing Recommendations | Bridge boring | 0 | 0 | 0 | |
| 35.40 | Lateral Load Analysis (Optional) | Bridge boring | 0 | 0 | 0 | Duplication of Structural Effort? |
| 35.41 | Walls | Wall Boring | 7 | 2 | 14 | |
| 35.42 | Sheet Pile Wall Analysis (Optional) | Wall Boring | 0 | 0 | 0 | Duplication of Structural Effort? |
| 35.43 | Design Soil Parameters for Signs, Signals, High Mast Lights, and Strain Poles and Geotechnical Recommendations | Boring | 8 | 1.5 | 12 | |

## 35. Geotechnical

| Task No. | Task | Units | No of Units | Hours/ Unit | Total Hours | Comments |
|---|---|---|---|---|---|---|
| 35.44 | Box Culvert Analysis | EA | 1 | 2 | 2 | |
| 35.45 | Preliminary Report - BDR | EA | 1 | 20 | 20 | |
| 35.46 | Final Report - Bridge and Associated Walls | EA | 1 | 15 | 15 | - |
| 35.47 | Final Reports - Signs, Signals, Box Culvert, Walls and High Mast Lights | EA | 1 | 15 | 15 | |
| 35.48 | SPT Boring Drafting | 100 lf of boring | 10.7 | 4 | 43 | |
| 35.49 | Other Geotechnical | LS | 1 | 0 | 0 | |
| | | | | **Structural Geotechnical Subtotal** | **209** | |
| | | | | **Geotechnical Technical Subtotal** | **264** | |
| 35.50 | Technical Special Provisions | EA | 0 | 0 | 0 | |
| 35.51 | Field Reviews | LS | 1 | 0 | 0 | |
| 35.52 | Technical Meetings | LS | 1 | 8 | 8 | Meetings listed below |
| 35.53 | Quality Assurance/Quality Control | LS | % | 0% | 0 | |
| 35.54 | Supervision | LS | % | 0% | 0 | |
| | | | | **Geotechnical Nontechnical Subtotal** | **8** | |
| 35.55 | Coordination | LS | % | 0% | 0 | |
| | | | | **35. Geotechnical Total** | **272** | |

| Technical Meetings | Units | No of Units | Hours/ Unit | Total Hours | PM Attendance at Meeting Required? | Number |
|---|---|---|---|---|---|---|
| Kickoff Meeting with FDOT | EA | 1 | 2 | 2 | | 0 |
| Boring Layout Approval | EA | 0 | 0 | 0 | | 0 |
| Attend in BDR Review Meeting | EA | 0 | 0 | 0 | | 0 |
| 30/60/90% Submittal Review | EA | 0 | 0 | 0 | | 0 |
| Other Meetings | EA | 3 | 2 | 6 | | 0 |
| **Subtotal Technical Meetings** | | | | **8** | **Subtotal Project Manager Meetings** | 0 |
| Progress Meetings (if required by FDOT) | EA | 0 | 0 | 0 | *PM attendance at Progress Meetings is manually entered on General Task 3* | - - |
| Phase Review Meetings | EA | 0 | 0 | 0 | *PM attendance at Phase Review Meetings is manually entered on General Task 3* | - - |
| **Total Meetings** | | | | **8** | **Total Project Manager Meetings (carries to Tab 3)** | **0** |

Carries to 33.18

Carries to Tab 3

**ATTACHMENT A - COMPUTATION OF GEOTECHNICAL COST**
**ROADWAY**
**SR 528/SR 436 BRIDGE DECK REPLACEMENT**
**ORLANDO, FLORIDA**



| Component/Unit Description | UNIT | ROADWAY | QTY | RATE | ROADWAY | TOTAL COST |
|---|---|---|---|---|---|---|
| I. FIELD EXPLORATION: | | | | | | |
| 1. Crew & Equipment Mobilization: | | | | | | |
| 606-Mobilization Asphalt Coring Equipment | Ea. | | 0 | $550.00 | | $0.00 |
| 612-Mobilization Drill Rig Truck Mount | Ea. | 1.0 | 1 | $450.00 | $450.00 | $450.00 |
| 610-Mobilization Drill Rig Track Mount | Ea. | | 0 | $2,400.00 | | $0.00 |
| 614-Mobilization Mudbug/All Terrain Vehicle | Ea. | | 0 | $600.00 | | $0.00 |
| 418-Geo Drill Crew Support Vehicle | Day | | 0 | $75.00 | | $0.00 |
| 706-MOT Portable Sign | Day | 1 | 1 | $150.00 | $150.00 | $150.00 |
| 700-MOT Arrow Board/Advance Warning Vehicle | Day | 1 | 1 | $120.00 | $120.00 | $120.00 |
| 701-MOT Attenuator Truck/Energy Absorption Vehicle | Day | | 0 | $1,400.00 | | $0.00 |
| 708-Channeling Devices - Cone | Day | | 0 | $5.00 | | $0.00 |
| 712-MOT Support Vehicle | Day | 1 | 1 | $75.00 | $75.00 | $75.00 |
| 2. Standard Penetration Test Borings(ASTM D-1586): | | | | | | |
| 478-Geo SPT Truck/Mud Bug 0-50 Ft | LF | | 0 | $12.40 | | $0.00 |
| 479-Geo SPT Truck/Mud Bug 50-100 Ft | LF | | 0 | $15.00 | | $0.00 |
| 480-Geo SPT Truck/Mud Bug 100-150 Ft | LF | | 0 | $19.50 | | $0.00 |
| 8. Auger Borings(ASTM D-1452): | | | | | | |
| 401-Geo Auger Borings-H& & Truck/Mud Bug | LF | 56 | 56 | $10.00 | $560.00 | $560.00 |
| 402-Geo Auger Borings-Track | LF | | 0 | $15.00 | | $0.00 |
| 9. B/T/A and Crew: | | | | | | $0.00 |
| 419-Geo Drilling Crew 2-Person | Hr | | 0 | $225.00 | | $0.00 |
| 420-Geo Drilling Crew 3-Person | Hr | | 0 | $375.00 | | $0.00 |
| 11. Field Permeability Tests: | | | | | | |
| 432-Geo Field Permeability 0-10 Ft Open-End Borehole Method | Ea. | | 0 | $275.00 | | |
| 13. Soil Probing/Wash Borings: | | | | | | |
| a. - 2 person crew | Days | | 0 | | | $0.00 |
| b. - 3 person crew | Days | | 0 | | | $0.00 |
| 14. Site Reconnaissance/Utility Coordination: | | | | | | |
| a. - Engineer | hrs. | | 0 | $0.00 | | $0.00 |
| b. -Engineering Intern | hrs. | | 0 | $0.00 | | $0.00 |
| 19. Pavement Cores: | Ea. | | 0 | $300.00 | | $0.00 |
| 41. MOT-Law Officer/Trooper: | Hr | | 0 | $55.00 | | $0.00 |
| **Totals for Field Exploration** | | | | | **$1,355.00** | **$1,355.00** |

**Nadic Engineering Services, Inc.**
**601 N. Hart Blvd.,**
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| Component/Unit Description | UNIT | ROADWAY | QTY | RATE | ROADWAY | TOTAL COST |
|---|---|---|---|---|---|---|
| II. LABORATORY TESTING: | | | | | | |
| 1. Visual Exam./Stratify(ASTM D-2488): | | | | | | |
| -Senior Technician. | hrs. | | 0 | $0.00 | | $0.00 |
| 2. Grain Size Analysis: | | | | | | |
| 822- Soils Particle Size Anlys AASHTO T88 (No Hydrometer) | Ea. | 3 | 3 | $80.00 | $240.00 | $240.00 |
| 812 -Soils Material Finer then 200 Sieve FM 1-T011 | Ea. | | 0 | $40.00 | | $0.00 |
| 821-Soils Particle Size Anlys AASHTO T88 (Inc Hydrometer) | Ea. | | 0 | $210.00 | | $0.00 |
| 809-Hydrometer only (AASHTO T88): | Ea. | | 0 | $120.00 | | $0.00 |
| 819-Soils Organic Content Ignition FM 1-T 267: | Ea. | 1 | 1 | $40.00 | $40.00 | $40.00 |
| 826-Soils Plastic Limit & Plasticity Index AASHTO T90: | Ea. | 1 | 1 | $80.00 | $80.00 | $80.00 |
| 811-Soils Liquid Limit AASHTO T89 | Ea. | | 0 | $40.00 | | $0.00 |
| Soils Moisture Content Determination: | | | | | | |
| 816-Soils Moisture Content Lab AASHTO-T265: | Ea. | 2 | 2 | $15.00 | $30.00 | $30.00 |
| 823-Soils Permeability Constant Head AASHTO-T 215: | Ea. | | 0 | $350.00 | | $0.00 |
| 805-Soils Corrosion Series FM 5-550 through 5-553 (pH, Sulfate, Chloride, Resistivity) | Ea. | 0 | 0 | $160.00 | $0.00 | $0.00 |
| 810-Soil Limerock Bearing Ratio (LBR) FM5-515: | Ea. | 5 | 5 | $300.00 | $1,500.00 | $1,500.00 |
| **Totals for Laboratory Testing** | | | | | **$1,890.00** | **$1,890.00** |
| III. ENGINEERING AND TECHNICAL SERVICES: | | | | | | |
| 1. Project Manager | hrs. | | 30 | $201.31 | | $6,039.30 |
| 2. Senior Engineer | hrs. | | 65 | $177.07 | | $11,509.55 |
| 3. Senior Project Engineer | hrs. | | 79 | $160.51 | | $12,680.29 |
| 4. Engineer: | hrs. | | | $98.40 | | $0.00 |
| 5. Engineer Intern | hrs | | 37 | $85.95 | | $3,180.15 |
| 6. Senior Engineering Technician | hrs. | | 19 | $77.89 | | $1,479.91 |
| 7. Senior Designer | hrs. | | 38 | $83.03 | | $3,155.14 |
| 8. Secretarial/Clerical: | hrs. | | 4 | $56.85 | | $227.40 |
| **Totals for Engineering and Technical Services** | | | | | $0.00 | $38,271.74 |
| **Totals for all Services** | | | | | **$3,245.00** | **$3,245.00** |

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| Component/Unit Description | UNIT | BRIDGE | QTY | RATE | BRIDGE | TOTAL COST |
|---|---|---|---|---|---|---|
| I. FIELD EXPLORATION: | | | | | | |
| 1. Crew & Equipment Mobilization: | | | | | | |
| 606-Mobilization Asphalt Coring Equipment | Ea. | | 0 | $550.00 | | $0.00 |
| 612-Mobilization Drill Rig Truck Mount | Ea. | 1.0 | 1 | $450.00 | $450.00 | $450.00 |
| 610-Mobilization Drill Rig Track Mount | Ea. | | 0 | $2,400.00 | | $0.00 |
| 614-Mobilization Mudbug/All Terrain Vehicle | Ea. | | 0 | $600.00 | | $0.00 |
| 418-Geo Drill Crew Support Vehicle | Day | | 0 | $75.00 | | $0.00 |
| 706-MOT Portable Sign | Day | 3 | 3 | $150.00 | $450.00 | $450.00 |
| 700-MOT Arrow Board/Advance Warning Vehicle | Day | 3 | 3 | $120.00 | $360.00 | $360.00 |
| 701-MOT Attenuator Truck/Energy Absorption Vehicle | Day | | 0 | $1,400.00 | | $0.00 |
| 708-Channeling Devices - Cone | Day | | 0 | $5.00 | | $0.00 |
| 712-MOT Support Vehicle | Day | 3 | 3 | $75.00 | $225.00 | $225.00 |
| 2. Standard Penetration Test Borings(ASTM D-1586): | | | | | | |
| 478-Geo SPT Truck/Mud Bug 0-50 Ft | LF | 250 | 250 | $12.40 | $3,100.00 | $3,100.00 |
| 479-Geo SPT Truck/Mud Bug 50-100 Ft | LF | 250 | 250 | $15.00 | $3,750.00 | $3,750.00 |
| 480-Geo SPT Truck/Mud Bug 100-150 Ft | LF | | 0 | $19.50 | | $0.00 |
| 4. Grout Boreholes: Truck/Mud Bug: | | | | | | |
| 440-Geo Grout Boreholes - Truck/Mud Bug 0-50 Ft | LF | 250 | 250 | $5.00 | $1,250.00 | $1,250.00 |
| 441-Geo Grout Boreholes - Truck/Mud Bug 50-100 Ft | LF | 250 | 250 | $6.00 | $1,500.00 | $1,500.00 |
| 442-Geo Grout Boreholes - Truck/Mud Bug 100-150 Ft | LF | | 0 | $8.00 | | $0.00 |
| 8. Auger Borings(ASTM D-1452): | | | | | | |
| 401-Geo Auger Borings-H& & Truck/Mud Bug | LF | 0 | 0 | $10.00 | $0.00 | $0.00 |
| 402-Geo Auger Borings-Track | LF | | 0 | $15.00 | | $0.00 |
| 9. B/T/A and Crew: | | | | | | |
| 419-Geo Drilling Crew 2-Person | Hr | 4 | 4 | $225.00 | $900.00 | $900.00 |
| 420-Geo Drilling Crew 3-Person | Hr | | 0 | $375.00 | | $0.00 |
| 11. Field Permeability Tests: | | | | | | |
| 432-Geo Field Permeability 0-10 Ft Open-End Borehole Method | Ea. | | 0 | $275.00 | | 0 |
| 13. Soil Probing/Wash Borings: | | | | | | |
| a. - 2 person crew | Days | | 0 | | | $0.00 |
| b. - 3 person crew | Days | | 0 | | | $0.00 |
| 14. Site R - Engineer | | | | | | |
| a. -Engineering Intern | hrs. | | 0 | $0.00 | | $0.00 |
| b. | hrs. | | 0 | $0.00 | | $0.00 |
| 19. Pavement Cores: | Ea. | | 0 | $300.00 | | $0.00 |
| 41. MOT-Law Officer/Trooper: | Hr | 16 | 16 | $55.00 | $880.00 | $880.00 |
| **Totals for Field Exploration** | | | | | **$12,865.00** | **$12,865.00** |

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**ATTACHMENT A - COMPUTATION OF GEOTECHNICAL COST**
**BRIDGES**
**SR 528/SR 436 BRIDGE DECK REPLACEMENT**
**ORLANDO, FLORIDA**



| Component/Unit Description | UNIT | BRIDGE | QTY | RATE | BRIDGE | TOTAL COST |
|---|---|---|---|---|---|---|
| II. LABORATORY TESTING: | | | | | | |
| 1. Visual -Senior Technician. | hrs. | | 0 | $0.00 | | $0.00 |
| 2. Grain Size Analysis: | | | | | | |
| 822- Soils Particle Size Anlys AASHTO T88 (No Hydrometer) | Ea. | | 0 | $80.00 | | $0.00 |
| 812 -Soils Material Finer then 200 Sieve FM 1-T011 | Ea. | 25 | 25 | $40.00 | $1,000.00 | $1,000.00 |
| 821-Soils Particle Size Anlys AASHTO T88 (Inc Hydrometer | Ea. | | 0 | $210.00 | | $0.00 |
| 809-Hydrometer only (AASHTO T88): | Ea. | | 0 | $120.00 | | $0.00 |
| 819-Soil Organic Content Ignition FM 1-T 267 | Ea. | 6 | 6 | $40.00 | $240.00 | $240.00 |
| 826-Soil Plastic Limit & Plasticity Index AASHTO T90 | Ea. | 6 | 6 | $80.00 | $480.00 | $480.00 |
| 811-Soil Liquid Limit AASHTO T89 | Ea. | | 0 | $40.00 | | 0 |
| 816-Soil Moisture Content Lab AASHTO-T265: | Ea. | 12 | 12 | $15.00 | $180.00 | $180.00 |
| 823-Soils Permeability Constant Head AASHTO-T 215 | Ea. | | 0 | $350.00 | | $0.00 |
| 805-Soils Corrosion Series FM 5-550 through 5-553 (pH, Sulfate, Chloride, Resistivity) | Ea. | 2 | 2 | $160.00 | $320.00 | $320.00 |
| 810-Soil Limerock Bearing Ratio FM5-515: | Ea. | | 0 | $300.00 | | $0.00 |
| **Totals for Laboratory Testing** | | | | | **$2,220.00** | **$2,220.00** |
| III. ENGINEERING AND TECHNICAL SERVICES: | | | | | | |
| 1. Project Manager | hrs. | | 30 | $201.31 | | $6,039.30 |
| 2. Senior Engineer | hrs. | | 65 | $177.07 | | $11,509.55 |
| 3. Senior Project Engineer | hrs. | | 79 | $160.51 | | $12,680.29 |
| 4. Engineer: | hrs. | | | $98.40 | | $0.00 |
| 5. Engineer Intern | hrs | | 37 | $85.95 | | $3,180.15 |
| 6. Senior Engineering Technician | hrs. | | 19 | $77.89 | | $1,479.91 |
| 7. Senior Designer | hrs. | | 38 | $83.03 | | $3,155.14 |
| 8. Secretarial/Clerical: | hrs. | | 4 | $56.85 | | $227.40 |
| **Totals for Engineering and Technical Services** | | | | | $0.00 | $38,271.74 |
| **Totals for all Services** | | | | | **$15,085.00** | **$15,085.00** |

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**ATTACHMENT A - COMPUTATION OF GEOTECHNICAL COST**
**MISCELLANEOUS STRUCTURES**
**SR 528/SR 436 BRIDGE DECK REPLACEMENT**
**ORLANDO, FLORIDA**



| Component/Unit Description | UNIT | MISC STRUCTURE | QTY | RATE | MISC STRUCTURE | TOTAL COST |
|---|---|---|---|---|---|---|
| I. FIELD EXPLORATION: | | | | | | |
| 1. Crew & Equipment Mobilization: | | | | | | |
| 606-Mobilization Asphalt Coring Equipment | Ea. | | 0 | $550.00 | | $0.00 |
| 612-Mobilization Drill Rig Truck Mount | Ea. | 1.0 | 1 | $450.00 | $450.00 | $450.00 |
| 610-Mobilization Drill Rig Track Mount | Ea. | | 0 | $2,400.00 | | $0.00 |
| 614-Mobilization Mudbug/All Terrain Vehicle | Ea. | | 0 | $600.00 | | $0.00 |
| 418-Geo Drill Crew Support Vehicle | Day | | 0 | $75.00 | | $0.00 |
| 706-MOT Portable Sign | Day | 3 | 3 | $150.00 | $450.00 | $450.00 |
| 700-MOT Arrow Board/Advance Warning Vehicle | Day | 3 | 3 | $120.00 | $360.00 | $360.00 |
| 701-MOT Attenuator Truck/Energy Absorption Vehicle | Day | | 0 | $1,400.00 | | $0.00 |
| 708-Channeling Devices - Cone | Day | | 0 | $5.00 | | $0.00 |
| 712-MOT Support Vehicle | Day | 3 | 3 | $75.00 | $225.00 | $225.00 |
| 2. Standard Penetration Test Borings(ASTM D-1586): | | | | | | |
| 478-Geo SPT Truck/Mud Bug 0-50 Ft | LF | 570 | 570 | $12.40 | $7,068.00 | $7,068.00 |
| 479-Geo SPT Truck/Mud Bug 50-100 Ft | LF | | 0 | $15.00 | | $0.00 |
| 480-Geo SPT Truck/Mud Bug 100-150 Ft | LF | | 0 | $19.50 | | $0.00 |
| 4. Grout Boreholes: Truck/Mud Bug: | | | | | | |
| 440-Geo Grout Boreholes - Truck/Mud Bug 0-50 Ft | LF | 570 | 570 | $5.00 | $2,850.00 | $2,850.00 |
| 441-Geo Grout Boreholes - Truck/Mud Bug 50-100 Ft | LF | | 0 | $6.00 | | $0.00 |
| 442-Geo Grout Boreholes - Truck/Mud Bug 100-150 Ft | LF | | 0 | $8.00 | | $0.00 |
| 8. Auger Borings(ASTM D-1452): | | | | | | |
| 401-Geo Auger Borings-H& & Truck/Mud Bug | LF | | 0 | $10.00 | | $0.00 |
| 402-Geo Auger Borings-Track | LF | | 0 | $15.00 | | $0.00 |
| 9. B/T/A and Crew: | | | | | | $0.00 |
| 419-Geo Drilling Crew 2-Person | Hr | 4 | 4 | $225.00 | $900.00 | $900.00 |
| 420-Geo Drilling Crew 3-Person | Hr | | 0 | $375.00 | | $0.00 |
| 11. Field Permeability Tests: | | | | | | |
| 432-Geo Field Permeability 0-10 Ft Open-End Borehole Method | Ea. | | 0 | $275.00 | | |
| 13. Soil Probing/Wash Borings: | | | | | | |
| a. - 2 person crew | Days | | 0 | | | $0.00 |
| b. - 3 person crew | Days | | 0 | | | $0.00 |
| 14. Site Reconnaissance/Utility Coordination: | | | | | | |
| a. - Engineer | hrs. | | 0 | $0.00 | | $0.00 |
| b. -Engineering Intern | hrs. | | 0 | $0.00 | | $0.00 |
| 19. Pavement Cores: | Ea. | | 0 | $300.00 | | $0.00 |
| 41. MOT-Law Officer/Trooper: | Hr | 32 | 32 | $55.00 | $1,760.00 | $1,760.00 |
| **Totals for Field Exploration** | | | | | **$14,063.00** | **$14,063.00** |

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**ATTACHMENT A - COMPUTATION OF GEOTECHNICAL COST**
**MISCELLANEOUS STRUCTURES**
**SR 528/SR 436 BRIDGE DECK REPLACEMENT**
**ORLANDO, FLORIDA**



| Component/Unit Description | UNIT | MISC STRUCTURE | QTY | RATE | MISC STRUCTURE | TOTAL COST |
|---|---|---|---|---|---|---|
| II. LABORATORY TESTING: | | | | | | |
| 1. Visual Exam./Stratify(ASTM D-2488): | | | | | | |
| -Senior Technician. | hrs. | | 0 | $0.00 | | $0.00 |
| 2. Grain Size Analysis: | | | | | | |
| 822- Soils Particle Size Anlys AASHTO T88 (No Hydrometer) | Ea. | | 0 | $80.00 | | $0.00 |
| 812 -Soils Material Finer then 200 Sieve FM 1-T011 | Ea. | 29 | 29 | $40.00 | $1,160.00 | $1,160.00 |
| 821-Soils Particle Size Anlys AASHTO T88 (Inc Hydrometer | Ea. | | 0 | $210.00 | | $0.00 |
| 809-Hydrometer only (AASHTO T88): | Ea. | | 0 | $120.00 | | $0.00 |
| 819-Soil Organic Content Ignition FM 1-T 267 | Ea. | 7 | 7 | $40.00 | $280.00 | $280.00 |
| 826-Soil Plastic Limit & Plasticity Index AASHTO T90 | Ea. | 7 | 7 | $80.00 | $560.00 | $560.00 |
| 811-Soil Liquid Limit AASHTO T89 | Ea. | | 0 | $40.00 | | $0.00 |
| 816-Soil Moisture Content Lab AASHTO-T265: | Ea. | 14 | 14 | $15.00 | $210.00 | $210.00 |
| 823-Soils Permeability Constant Head AASHTO-T 215 | Ea. | | 0 | $350.00 | | $0.00 |
| 805-Soils Corrosion Series FM 5-550 through 5-553 (pH, Sulfate, Chloride, Resistivity) | Ea. | 4 | 4 | $160.00 | $640.00 | $640.00 |
| 810-Soil Limerock Bearing Ratio FM5-515: | Ea. | | 0 | $300.00 | | $0.00 |
| **Totals for Laboratory Testing** | | | | | **$2,850.00** | **$2,850.00** |
| III. ENGINEERING AND TECHNICAL SERVICES: | | | | | | |
| 1. Project Manager | hrs. | | 30 | $201.31 | | $6,039.30 |
| 2. Senior Engineer | hrs. | | 65 | $177.07 | | $11,509.55 |
| 3. Senior Project Engineer | hrs. | | 79 | $160.51 | | $12,680.29 |
| 4. Engineer: | hrs. | | | $98.40 | | $0.00 |
| 5. Engineer Intern | hrs | | 37 | $85.95 | | $3,180.15 |
| 6. Senior Engineering Technician | hrs. | | 19 | $77.89 | | $1,479.91 |
| 7. Senior Designer | hrs. | | 38 | $83.03 | | $3,155.14 |
| 8. Secretarial/Clerical: | hrs. | | 4 | $56.85 | | $227.40 |
| **Totals for Engineering and Technical Services** | | | | | | $38,271.74 |
| **Totals for all Services** | | | | | **$16,913.00** | **$16,913.00** |

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# Traffic Engineering Data Solutions, Inc.

## ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: SR 528 / SR 436 Bridge Deck Replacement
County: Orange
FPN: CFX 528-130 (Contract Number 001135)
FAP No.:

Consultant Name: Traffic Engineering Data Solutions, Inc.
Consultant No.: 10833
Date: 4/27/2016
Estimator: Alex Mims

| Staff Classification | Total Staff Hours From "SH Summary Firm" | Chief Engineer | Senior Engineer | Engineer | Sr. Designer | Engineering Intern | Secretary/ Clerical | Staff Classification 7 | Staff Classification 8 | Staff Classification 9 | Staff Classification 10 | Staff Classification 11 | Staff Classification 12 | SH By Activity | Salary Cost By Activity | Average Rate Per Task |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | $72.12 | $54.26 | $38.46 | $36.06 | $25.88 | $24.20 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | | | |
| 3. Project General and Project Common Tasks | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 4. Roadway Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 5. Roadway Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 20. Signing & Pavement Marking Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 21. Signalization Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 22. Signalization Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 23. Lighting Analysis | 241 | 24 | 24 | 121 | 72 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 241 | $10,283 | $42.67 |
| 24. Lighting Plans | 134 | 13 | 13 | 66 | 42 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 134 | $5,696 | $42.51 |
| 25. Landscape Architecture Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 26. Landscape Architecture Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 27. Survey (Field & Office Support) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 28. Photogrammetry | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 29. Mapping | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 30. Terrestrial Mobile LiDAR | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 31. Architecture Development | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 32. Noise Barriers Impact Design Assessment | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 33. Intelligent Transportation Systems Analysis | 217 | 11 | 11 | 65 | 65 | 65 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 217 | $7,916 | $36.48 |
| 34. Intelligent Transportation Systems Plans | 226 | 11 | 11 | 79 | 79 | 46 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 226 | $8,468 | $37.47 |
| 35. Geotechnical | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| **Total Staff Hours** | 818 | 59 | 59 | 331 | 258 | 111 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 818 | | |
| **Total Staff Cost** | | $4,255.08 | $3,201.34 | $12,730.26 | $9,303.48 | $2,872.68 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | | $32,362.84 | $39.56 |

Check = $32,362.84

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

| | | | |
|---|---|---|---|
| SALARY RELATED COSTS: | | | $32,362.84 |
| OVERHEAD: | 114.15% | | $36,942.18 |
| OPERATING MARGIN: | 12% | | $8,316.60 |
| FCCM (Facilities Capital Cost Money): | 0.00% | | $0.00 |
| EXPENSES: | | | $143.16 |
| **SUBTOTAL ESTIMATED FEE:** | | | **$77,764.78** |
| Survey (Field) 0 | 4-man crew da | $ - / day | $0.00 |
| Geotechnical Field and Lab Testing | | | $0.00 |
| **SUBTOTAL ESTIMATED FEE:** | | | **$77,764.78** |
| Optional Services | | | $0.00 |
| **GRAND TOTAL ESTIMATED FEE:** | | | **$77,764.78** |

**TEDS Expense Summary**

**SR 436 over SR 528 Bridge Deck Replacement**
**CFX Project No. 528-130**

Expense Summary

- Travel Expenses for Field Visits
  - Assume two field visits will be required
  - Distance from TEDS Office to Site (one-way) = 41.1 miles
  - Fee: 2 trips x 82.2 mile x $0.445 / mile = $73.16
- Paper for submittals
  - Assume 5 copies and 1 submittal of hard copies
  - Assume 35 ITS plan sheets (11x17) black and white
  - Rate: 11 x 17 = $0.20 / sheet
  - Fee: $0.20 x 5 copies x 35 sheets x 1 submittal = $35.00
- Shipping of submittals
  - Assume 1 submittal of hard copies
  - Rate: $35.00 per shipment
  - Fee: 1 submittal x $35.00 = $35.00
- Total Expenses
  - Fee: $73.1688.78 + $35.00 + $35.00 = $143.16

## ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: CFX 528-130 (Contract Number 001135)

Project Name: SR 528 / SR 436 Bridge Deck Replacem

FAP Number: 0

Date: 4/27/2016

Name of Consultant: Traffic Engineering Data Solutions, Inc.

| WORK ACTIVITY | Hours from "Summary" sheet | EMPLOYEE CLASSIFICATION | | | | | | | | | | | | TOTAL STAFF HOURS RANGE | | ON CADD |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Firm Total Hours | Chief Engineer Hours | Senior Engineer Hours | Engineer Hours | Sr. Designer Hours | Engineering Intern Hours | Admin Hours | Staff Classification 7 Hours | Staff Classification 8 Hours | Staff Classification 9 Hours | Staff Classification 10 Hours | Staff Classification 11 Hours | Staff Classification 12 Hours | | | PERCENT |
| 3. Project General and Project Common Tasks | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 4. Roadway Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 5. Roadway Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 6a. Drainage Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 6b. Drainage Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 7. Utilities | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 8. Environmental Permits, Compliance & Clearances | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 9. Structures - Misc. Tasks, Dwgs, Non-Tech. | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 10. Structures - Bridge Development Report | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 11. Structures - Temporary Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 12. Structures - Short Span Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 13. Structures - Medium Span Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 14. Structures - Structural Steel Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 15. Structures - Segmental Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 16. Structures - Movable Span | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 17. Structures - Retaining Walls | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 18. Structures - Miscellaneous | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 19. Signing & Pavement Marking Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 20. Signing & Pavement Marking Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 21. Signalization Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 22. Signalization Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 23. Lighting Analysis | 241 | 24 | 24 | 121 | 72 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 241 | 265 | |
| 24. Lighting Plans | 134 | 13 | 13 | 66 | 42 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 134 | 147 | |
| 25. Landscape Architecture Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 26. Landscape Architecture Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 27. Survey (Field & Office Support) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 28. Photogrammetry | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 29. Mapping | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 30. Terrestrial Mobile LiDAR | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 31. Architecture Development | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 32. Noise Barriers Impact Design Assessment | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 33. Intelligent Transportation Systems Analysis | 217 | 11 | 11 | 65 | 65 | 65 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 217 | 239 | |
| 34. Intelligent Transportation Systems Plans | 226 | 11 | 11 | 79 | 79 | 46 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 226 | 249 | |
| 35. Geotechnical | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| TOTALS | 818 | 59 | 59 | 331 | 258 | 111 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **818** | **900** | |

Field Survey Estimate:
0 4-man crew days

| | | |
|---|---|---|
| FIRM TOTAL | 818 | 900 |

Notes:
1. This worksheet provides the distribution of a firm's total staff hours for a project.
2. Percentages for staff hour distribution by classification are entered below in rows 63 to 96 of this sheet.
3. Total Staff Hours (column O) may not match staff hours from Summary worksheet (column B) due to rounding. Staff hours calculated for employee classifications are to be adjusted so totals in columns B and O match.
4. Formulas under "Total Staff Hours Range" (columns O & P) may be adjusted to provide desired range.

## ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: CFX 528-130 (Contract Number 001135)

Project Name: SR 528 / SR 436 Bridge Deck Replacem

FAP Number: 0

Date: 4/27/2016

Name of Consultant: Traffic Engineering Data Solutions, Inc.

**Staff Hour Distribution Percentages - Firm Total**

| | Hours from "Summary" sheet Firm Total | Chief Engineer | Senior Engineer | Engineer | Sr. Designer | Engineering Intern | Admin | Staff Classification 7 | Staff Classification 8 | Staff Classification 9 | Staff Classification 10 | Staff Classification 11 | Staff Classification 12 | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 3. Project General and Project Common Tasks | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 4. Roadway Analysis | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 5. Roadway Plans | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 6a. Drainage Analysis | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 6b. Drainage Plans | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 7. Utilities | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 8. Environmental Permits, Compliance & Clearances | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 9. Structures - Misc. Tasks, Dwgs, Non-Tech. | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 10. Structures - Bridge Development Report | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 11. Structures - Temporary Bridge | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 12. Structures - Short Span Concrete Bridge | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 13. Structures - Medium Span Concrete Bridge | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 14. Structures - Structural Steel Bridge | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 15. Structures - Segmental Concrete Bridge | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 16. Structures - Movable Span | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 17. Structures - Retaining Walls | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 18. Structures - Miscellaneous | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 19. Signing & Pavement Marking Analysis | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 20. Signing & Pavement Marking Plans | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 21. Signalization Analysis | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 22. Signalization Plans | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 23. Lighting Analysis | 241 | 10.0% | 10.0% | 50.0% | 30.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 100.00% |
| 24. Lighting Plans | 134 | 10.0% | 10.0% | 49.0% | 31.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 100.00% |
| 25. Landscape Architecture Analysis | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 26. Landscape Architecture Plans | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 27. Survey (Field & Office Support) | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 28. Photogrammetry | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 29. Mapping | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 30. Terrestrial Mobile LiDAR | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 31. Architecture Development | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 32. Noise Barriers Impact Design Assessment | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |
| 33. Intelligent Transportation Systems Analysis | 217 | 5.0% | 5.0% | 30.0% | 30.0% | 30.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 100.00% |
| 34. Intelligent Transportation Systems Plans | 226 | 5.0% | 5.0% | 35.0% | 35.0% | 20.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 100.00% |
| 35. Geotechnical | 0 | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.00% |

## 23. Lighting Analysis

Estimator:

SR 528 / SR 436 Bridge Deck Replacement
CFX 528-130 (Contract Number 001135)

| Representing | Print Name | Signature / Date |
|---|---|---|
| FDOT District | | |
| Consultant Name | | |

***NOTE: Signature Block is optional, per District preference***

| Task No. | Task | Units | No. of Units | Hours/ Units | Total Hours | Comments |
|---|---|---|---|---|---|---|
| 23.1 | Lighting Justification Report | LS | 0 | 0 | 0 | N/A |
| 23.2 | Lighting Design Analysis Report | LS | 1 | 68 | 68 | redesign of underdeck design to LED for two bridges (36 hrs) + redesign of lighting for 4 overhead signs @ 8 hrs each |
| 23.3 | Aeronautical Evaluation | LS | 0 | 0 | 0 | assumes no impact to high mast lighting and no fixtures required on the new bridge structures |
| 23.4 | Voltage Drop Calculations | LS | 1 | 24 | 24 | voltage calcs for the underdecks to include the LED remote driver cabinet. |
| 23.5 | FDEP Coordination and Report | LS | 0 | 0 | 0 | |
| 23.6 | Reference and Master Design Files | LS | 1 | 60 | 60 | middle range - 45 hrs setup +.25 miles @ 60 hrs per mile = 60 hrs |
| 23.7 | Temporary Lighting | LS | 1 | 16 | 16 | Assuming no impacts to existing high mast lighting, impacting 4 overhead signs x 4 hrs |
| 23.8 | Design Documentation | LS | 1 | 8 | 8 | |
| 23.9 | Quantities | LS | 1 | 8 | 8 | based on 4 sheets * 2 hrs |
| 23.10 | Cost Estimate | LS | 0 | 0 | 0 | |
| 23.11 | Technical Special Provisions | LS | 0 | 0 | 0 | |
| 23.12 | Other Lighting Analysis | LS | 0 | 0 | 0 | |
| | **Lighting Analysis Technical Subtotal** | | | | **184** | |
| 23.13 | Field Reviews | LS | 1 | 16 | 16 | 2 field reviews |
| 23.14 | Technical Meetings | LS | 1 | 12 | 12 | |
| 23.15 | Quality Assurance/Quality Control | LS | % | 7% | 13 | |
| 23.16 | Independent Peer Review | LS | % | 0% | 0 | |
| 23.17 | Supervision | LS | % | 5% | 9 | |
| | **Lighting Analysis Nontechnical Subtotal** | | | | **50** | |
| 23.18 | Coordination | LS | % | 3% | 7 | |
| | **23. Lighting Analysis Total** | | | | **241** | |

## 23. Lighting Analysis

| Technical Meetings | Units | No of Units | Hours/ Unit | Total Hours | PM Attendance at Meeting Required? | Number |
|---|---|---|---|---|---|---|
| FDOT Lighting Design | EA | 1 | 4 | 4 | | 0 |
| FDOT Traffic Design | EA | 0 | 0 | 0 | | 0 |
| Power Company (service point coordination) | EA | 1 | 4 | 4 | | 0 |
| Maintaining Agency (cities, counties) | EA | 1 | 4 | 4 | | 0 |
| Airport authority | EA | 0 | 0 | 0 | | 0 |
| FDEP Lighting (coast areas) | EA | 0 | 0 | 0 | | 0 |
| Other Meetings | EA | 0 | 0 | 0 | | 0 |
| **Subtotal Technical Meetings** | | | | **12** | **Subtotal Project Manager Meetings** | 0 |
| Progress Meetings (if required by FDOT) | EA | 0 | 0 | 0 | *PM attendance at Progress Meetings is manually entered on General Task 3* | -- |
| Phase Review Meetings | EA | 0 | 0 | 0 | *PM attendance at Phase Review Meetings is manually entered on General Task 3* | -- |
| **Total Meetings** | | | | **12** | **Total Project Manager Meetings (carries to Tab 3)** | **0** |

Carries to 23.14 Carries to Tab 3

# 24. Lighting Plans

Estimator:

SR 528 / SR 436 Bridge Deck Replacement
CFX 528-130 (Contract Number 001135)

| Representing | Print Name | Signature / Date |
|---|---|---|
| FDOT District | | |
| Consultant Name | | |

***NOTE: Signature Block is optional, per District preference***

| Task No. | Task | Scale | Units | No. of Units | Hours/ Unit | No. of Sheets | Total Hours | Comments |
|---|---|---|---|---|---|---|---|---|
| 24.1 | Key Sheet | | Sheet | 1 | 4 | 1 | 4 | no map required |
| 24.2 | Summary of Pay Items Including Designer Interface (TRNS•Port) Input | | Sheet | 0 | 0 | 0 | 0 | |
| 24.3 | Tabulation of Quantities | | Sheet | 1 | 12 | 1 | 12 | on tab sheet required |
| 24.4 | General Notes/Pay Item Notes | | Sheet | 1 | 4 | 1 | 4 | on notes sheet |
| 24.5 | Pole Data, Legend and Criteria | | Sheet | 1 | 20 | 1 | 20 | |
| 24.6 | Service Point Details | | Sheet | 1 | 8 | 1 | 8 | |
| 24.7 | Project Layout | | Sheet | 1 | 6 | 1 | 6 | |
| 24.8 | Plan Sheet | | Sheet | 2 | 3 | 2 | 6 | |
| 24.9 | Special Details | | Sheet | 3 | 12 | 3 | 36 | 1) conduit routing under the bridge, 2) detail sheet for each LED driver cabinet x 2 |
| 24.10 | Temporary Lighting Data and Details | | Sheet | 2 | 12 | 2 | 24 | Assuming no impacts to existing high mast lighting. impacting 2 overhead sign structures |
| 24.11 | Traffic Control Plan Sheets | | Sheet | 0 | 0 | 0 | 0 | Assuming no impacts to existing high mast lighting |
| 24.12 | Interim Standards | | LS | 1 | 0 | | 0 | |
| | | | | | **Lighting Plans Technical Subtotal** | **13** | **120** | |
| 24.13 | Quality Assurance/Quality Control | | LS | % | 7% | | 8 | |
| 24.14 | Supervision | | LS | % | 5% | | 6 | |
| | | | | | **24. Lighting Plans Total** | **13** | **134** | |

# 33. ITS Analysis

Estimator: Alex Mims - TEDS

SR 528 / SR 436 Bridge Deck Replacement
CFX 528-130 (Contract Number 001135)

| Representing | Print Name | Signature / Date |
|---|---|---|
| FDOT District | | |
| Consultant Name | | |

***NOTE: Signature Block is optional, per District preference***

| Task No. | Task | Units | No of Units | Hours/ Unit | Total Hours | Comments |
|---|---|---|---|---|---|---|
| 33.1 | ITS Analysis | LS | 1 | 8 | 8 | Review existing documents related to current ITS System and Components. Including power and communication design of existing system. |
| 33.2 | Communications Plan Analysis | LS | 1 | 16 | 16 | Design communication system for relocation of impacted FON or devices. Also if new devices are required or desired for additonal detection coverage. |
| 33.3 | Lightning Protection Analysis | Per Site | 0 | 0 | 0 | If required standard CFX details will be used. |
| 33.4 | Power Subsystem | LS | 1 | 24 | 24 | Design power system for relocated device sites, or any new sites required. Includes design of replacement eletrical system if existing is impacted. |
| 33.5 | Voltage Drop Calculations | LS | 1 | 2 | 2 | Voltage drop for relocated device sites, or any new sites required. Includes design of replacement conductors if existing are impacted. |
| 33.6 | Design Documentation | LS | 1 | 16 | 16 | Document coordination with various agencys affected. Includes discussions with UAO that may be sharing FON duct bank. |
| 33.7 | Existing ITS System | LS | 1 | 16 | 16 | Review existing system and determine how to protect from proposed construction--pile driving, deconstruction of existing bridges, etc. Existing DCS antenna mounted to bridge being replaced. |
| 33.8 | Queue Analysis | PI | 0 | 0 | 0 | Not anticipated to be required for ITS system. |
| 33.9 | Reference and Master ITS Design File | PI | 1 | 22 | 22 | Establish Master Design File (Low Range) for a Single Interchange |
| 33.10 | Reference and Master Communications Design File | PI | 1 | 16 | 16 | Establish Master Communication File (Low Range) for a Single Interchange |
| 33.11 | Pole Elevation Analysis | LS | 0 | 0 | 0 | If new poles are required--use standard CFX strucutres. |
| 33.12 | Sign Panel Design Analysis | LS | 0 | 0 | 0 | No new static sign panels for ITS required (HAR, etc.) |
| 33.13 | Quantities | Sheet | 10 | 3 | 30 | 10 ITS Plans Sheets (1"=50') |
| 33.14 | Cost Estimate | LS | 1 | 12 | 12 | 4 Submittals - 1 Hrs for LRE and 2 Hrs for EOPC each |
| 33.15 | Technical Special Provisions | LS | 0 | 0 | 0 | No TSP expected outside of CFX specifications |
| 33.16 | Other ITS Analyses | LS | 1 | 2 | 2 | Coordinate with Lowering Device Manufacture to determine if replacement is required to accommodate new HD CCTV camera for CCTV 528-10.8 |
| | **Intelligent Transportation Systems Analysis Technical Subtotal** | | | | **164** | |

## 33. ITS Analysis

| Task No. | Task | Units | No of Units | Hours/ Unit | Total Hours | Comments |
|---|---|---|---|---|---|---|
| 33.17 | Field Reviews | LS | 1 | 12 | 12 | 1 Field Reivew of existing conditions - 2 Staff Members @ 6 Hours (includes drive time) |
| 33.18 | Technical Meetings | LS | 1 | 16 | 16 | Meetings are listed below |
| 33.19 | Quality Assurance/Quality Control | LS | % | 7% | 11 | Mid-Range for QA-QC of plans |
| 33.20 | Supervision | LS | % | 5% | 8 | Low-Range for Supervision |
| | **Intelligent Transportation Systems Analysis Nontechnical Subtotal** | | | | **47** | |
| 33.21 | Coordination | LS | % | 3% | 6 | Coordinate MOT and Strucutres with ITS device detection. Will need to relocate detectors (or adjust) for MOT phasing and temporary bridge. |
| | **33. Intelligent Transportation Systems Analysis Total** | | | | **217** | |

| Technical Meetings | Units | No of Units | Hours/ Unit | Total Hours | PM Attendance at Meeting Required? | Number |
|---|---|---|---|---|---|---|
| Kickoff Meeting with FDOT | EA | 1 | 4 | 4 | yes | 0 |
| Local Governments (cities, counties, MPO) | EA | 2 | 4 | 8 | no | 0 |
| Utility Owners | EA | 0 | 0 | 0 | | 0 |
| Field Meetings | EA | 1 | 4 | 4 | no | 0 |
| Other Meetings | EA | 0 | 0 | 0 | | 0 |
| **Subtotal Technical Meetings** | | | | **16** | **Subtotal Project Manager Meetings** | **0** |
| Progress Meetings (if required by FDOT) | EA | 0 | 0 | 0 | *PM attendance at Progress Meetings is manually entered on General Task 3* | - - |
| Phase Review Meetings | EA | 0 | 0 | 0 | *PM attendance at Phase Review Meetings is manually entered on General Task 3* | - - |
| **Total Meetings** | | | | **16** | **Total Project Manager Meetings (carries to Tab 3)** | **0** |

Carries to 33.18

Carries to Tab 3

# 34. ITS Plans

Estimator: Alex Mims - TEDS

SR 528 / SR 436 Bridge Deck Replacement
CFX 528-130 (Contract Number 001135)

| Representing | Print Name | Signature / Date |
|---|---|---|
| FDOT District | | |
| Consultant Name | | |

***NOTE: Signature Block is optional, per District preference***

| Task No. | Task | Scale | Units | No. of Units | Hours/ Unit | No. of Sheets | Total Hours | Comments |
|---|---|---|---|---|---|---|---|---|
| 34.1 | Key Sheet | N/A | Sheet | 1 | 4 | 1 | 4 | Component Set (No Key Map) |
| 34.2 | Summary of Pay Items-including Designer Interface (Trns•port) Input | N/A | Sheet | 0 | 0 | 0 | 0 | Component Set |
| 34.3 | Tabulation of Quantities | N/A | Sheet | 1 | 8 | 1 | 8 | One sheet expected. |
| 34.4 | General Notes/Pay Item Notes | N/A | Sheet | 2 | 6 | 2 | 12 | Mid-Range to modify standard general notes provided by CFX. ITS is typically at least two sheets. |
| 34.5 | Project Layout | TBD. | Sheet | 1 | 4 | 1 | 4 | Low-Range for Single Project Layout Sheet |
| 34.6 | Typical and Special Details | N/A | Sheet | 5 | 4 | 5 | 20 | Use CFX standards as starting point (Low-Range). Includes grounding, cabinet wiring, and installation details. Develop detail for replacement of lowering device to accommodate new HD CCTV camera, will be based on information gathered from lowering device manufacturer. |
| 34.7 | Plan Sheet | 1'=50' | Sheet | 10 | 6 | 10 | 60 | Low-Range for 10 Plan Sheets (1"=50' scale for 1.25 miles) |
| 34.8 | ITS Communications Plans | N/A | Sheet | 1 | 6 | 1 | 6 | Mid-Range for preparing a network block diagram for local system--single sheet. |
| 34.9 | Fiber Optic Splice Diagrams | N/A | Sheet | 5 | 4 | 5 | 20 | Low-Range for four splicing sheets. Includes backbone splicing and drop fiber splicing/terminating as needed. |
| 34.10 | Lightning Protection Plans | N/A | Sheet | 0 | 0 | 0 | 0 | Included in special details. Use standard CFX details. |
| 34.11 | Cross Sections | TBD. | Sheet | 0 | 0 | 0 | 0 | |
| 34.12 | Guide Sign Worksheet(s) | N/A | Sheet | 0 | 0 | 0 | 0 | |
| 34.13 | Special Service Point Details | N/A | Sheet | 1 | 4 | 1 | 4 | No new power services are anticipated, but documenting existing components likely required (Low-Range). |
| 34.14 | Strain Pole Schedule | N/A | Sheet | 0 | 0 | 0 | 0 | |
| 34.15 | Overhead/Cantilever Sign Structure | N/A | Sheet | 0 | 0 | 0 | 0 | |
| 34.16 | Other Overhead Sign Structures (Long Span, Monotube, etc.) | N/A | Sheet | 0 | 0 | 0 | 0 | |
| 34.17 | Traffic Control Plans | 1' = 100' | Sheet | 10 | 6 | 10 | 60 | Maintenance of Fiber Opterations and Temporary ITS Device Detection during MOT. |
| 34.18 | Interim Standards | | Sheet | 0 | 0 | 0 | 0 | None anticipated for ITS. Use CFX standards and specifications. |
| 34.19 | GIS Data and Asset Management Requirements | | LS | 1 | 4 | 0 | 4 | Provide GPS Coordinates for relocated or proposed device locations. |
| | **Intelligent Transportation System Plans Technical Subtotal** | | | | | **37** | **202** | |
| 34.20 | Quality Assurance/Quality Control | | LS | % | 7% | 37 | 14 | |
| 34.21 | Supervision | | LS | % | 5% | 37 | 10 | |
| | **34. Intelligent Transportation System Plans Total** | | | | | **37** | **226** | |

# WBQ Design and Engineering, Inc.

## ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: SR 528 / SR 436 Bridge Deck Replacements
County: Orange
FPN: 528-130
FAP No.: N/A

Consultant Name: WBQ Design & Engineering, Inc
Consultant No.: Class 1
Date: 4/18/2016
Estimator: Dan Angel

| Staff Classification | Total Staff Hours From "SH Summary - Firm" | Project Manager | Staff Classification 2 | Senior Utility Coordinator | Staff Classification 4 | Staff Classification 5 | Staff Classification 6 | Contract Coordinator | Staff Classification 8 | Staff Classification 9 | Staff Classification 10 | Staff Classification 11 | Staff Classification 12 | SH By Activity | Salary Cost By Activity | Average Rate Per Task |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | $0.00 | $0.00 | $53.06 | $0.00 | $0.00 | $0.00 | $26.75 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | | | |
| 3. Project General and Project Common Tasks | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 4. Roadway Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 5. Roadway Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 6a. Drainage Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 6b. Drainage Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 7. Utilities | 142 | 0 | 0 | 128 | 0 | 0 | 0 | 14 | 0 | 0 | 0 | 0 | 0 | 142 | $7,166 | $50.47 |
| 8. Environmental Permits, Compliance & Clearances | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 9. Structures - Misc. Tasks, Dwgs, Non-Tech. | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 10. Structures - Bridge Development Report | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 11. Structures - Temporary Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 12. Structures - Short Span Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 13. Structures - Medium Span Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 14. Structures - Structural Steel Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 15. Structures - Segmental Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 16. Structures - Movable Span | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 17. Structures - Retaining Walls | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 18. Structures - Miscellaneous | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 19. Signing & Pavement Marking Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 20. Signing & Pavement Marking Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 21. Signalization Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 22. Signalization Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 23. Lighting Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 24. Lighting Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 25. Landscape Architecture Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 26. Landscape Architecture Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 27. Survey (Field & Office Support) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 28. Photogrammetry | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 29. Mapping | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 30. Terrestrial Mobile LiDAR | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 31. Architecture Development | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 32. Noise Barriers Impact Design Assessment | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 33. Intelligent Transportation Systems Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 34. Intelligent Transportation Systems Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 35. Geotechnical | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| **Total Staff Hours** | 142 | 0 | 0 | 128 | 0 | 0 | 0 | 14 | 0 | 0 | 0 | 0 | 0 | 142 | | |
| **Total Staff Cost** | | $0.00 | $0.00 | $6,791.68 | $0.00 | $0.00 | $0.00 | $374.50 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | | **$7,166.18** | **$50.47** |

Check = $7,166.18

Survey Field Days by Subconsultant
4 - Person Crew:

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

| | | | |
|---|---|---|---|
| SALARY RELATED COSTS: | | | $7,166.18 |
| OVERHEAD: | 182.49% | | $13,077.56 |
| Subtotal: | | | $20,243.74 |
| Fixed Fee | 11.1267% | | $2,252.46 |
| FCCM (Facilities Capital Cost Money) | 0.00% | | $0.00 |
| EXPENSES: | 0.00% | | $0.00 |
| Survey (Field - if by Prime | 0 | $ - / day | $0.00 |
| **SUBTOTAL ESTIMATED FEE:** | | | $22,496.20 |
| Subconsultant: Sub 12 | | | $0.00 |
| **SUBTOTAL ESTIMATED FEE:** | | | $22,496.20 |
| Geotechnical Field and Lab Testing | | | $0.00 |
| **SUBTOTAL ESTIMATED FEE:** | | | $22,496.20 |
| Optional Services | | | $0.00 |

## Project Activity 7: Utilities

Estimator: Dan Angel

SR 528 / SR 436 Bridge Deck Replacements
528-130

| Representing | Print Name | Signature / Date |
|---|---|---|
| CFX | | |
| WBQ Design & Engineering. Inc. | **Dan Angel** | |

***NOTE: Signature Block is optional, per District preference***

| Task No. | Task | Units | No of Units | Hours/ Unit | Total Hours | Comments |
|---|---|---|---|---|---|---|
| 7.1 | Utility Kickoff Meeting | LS | 1 | 4 | 4 | 1 attendee x 2 hour duration + 1 hour travel time + 1 hour meeting minutes = 4 hours |
| 7.2 | Identify Existing Utility Agency Owners (UAO(s)) | LS | 4 | 2 | 8 | 4 UAOs: AT&T Corporation, AT&T Florida, OUC Electric Engineering and City of Orlando Wastewater Bureau |
| 7.3 | Make Utility Contacts | LS | 1 | 16 | 16 | 1 hour per UAO x 4 UAOs x 4 contacts (60%, 90%, 100% and Bid Docs) |
| 7.4 | Exception Processing | LS | 0 | 0 | 0 | NA - None anticipated |
| 7.5 | Preliminary Utility Meeting | LS | 1 | 6 | 6 | 1 hour meting prep. + 1 hour travel time + 2 hour duration + 2 hour minutes prep. = 6 hours |
| 7.6 | Individual/Field Meetings | LS | 1 | 12 | 12 | 1 hour meting prep. + 1 hour travel time + 2 hour duration + 2 hour minutes prep. = 6 hours x 2 meetings |
| 7.7 | Collect and Review Plans and Data from UAO(s) | LS | 1 | 16 | 16 | 1 hour per UAO x 4 UAOs x 4 contacts (60%, 90%, 100% and Bid Docs) |
| 7.8 | Subordination of Easements Coordination | LS | 0 | 0 | 0 | NA - None anticipated |
| 7.9 | Utility Design Meeting | LS | 1 | 4 | 4 | 1 hour meting prep. + 1 hour travel time + 1 hour duration + 1 hour minutes prep. = 4 hours |
| 7.10 | Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements | LS | 1 | 16 | 16 | 1 hour per UAO x 4 UAOs x 4 contacts (60%, 90%, 100% and Bid Docs) |
| 7.11 | Utility Coordination/Followup | LS | 1 | 32 | 32 | 2 hour per UAO x 4 UAOs x 4 contacts (60%, 90%, 100% and Bid Docs) |
| 7.12 | Utility Constructability Review | LS | 1 | 4 | 4 | 1 hour per UAO x 4 UAOs |
| 7.13 | Additional Utility Services | LS | 0 | 0 | 0 | NA - None anticipated |
| 7.14 | Processing Utility Work by Highway Contractor (UWHC) | LS | 0 | 0 | 0 | NA - None anticipated |
| 7.15 | Contract Plans to UAO(s) | LS | 0 | 0 | 0 | NA - None anticipated |
| 7.16 | Certification/Close-Out | LS | 1 | 8 | 8 | 1 hour per UAO x 4 UAOs |
| 7.17 | Other Utilities | LS | 1 | 16 | 16 | Utility Conflict Matrix - Includes set-up and full plans review with an update of all conflicts and conflict resolutions at each plan submittal phase (60%, 90%, 100% and Bid Docs) |
| | | | | **7. Utilities Total** | **142** | |

## Project Activity 7: Utilities

| Technical Meetings | Units | No of Units | Hours/ Unit | Total Hours | PM Attendance at Meeting Required? | Number |
|---|---|---|---|---|---|---|
| Kickoff (see 7.1) | EA | 1 | 4 | 4 | | 1 |
| Preliminary Meeting (see 7.5) | EA | 1 | 6 | 6 | | 0 |
| Individual UAO Meetings (see 7.6) | EA | 1 | 12 | 12 | | 0 |
| Field Meetings (see 7.6) | EA | 0 | 0 | 0 | | 0 |
| Design Meeting (see 7.9) | EA | 1 | 4 | 4 | | 1 |
| Other Meetings *(this is automatically added into Utilities Total (cell F27))* | EA | 1 | 0 | 0 | | 0 |
| **Total Meetings** | | | | **26** | **Total Project Manager Meetings (carries to Tab 3)** | **2** |

Carries to Tab 3

## ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: SR 528 / SR 436 Bridge Deck Replacements
County: Orange
FPN: CFX 528-130
FAP No.: N/A

Consultant Name: WBQ Design & Engineering, Inc.
Consultant No.: Class 2
Date: 4/26/2016
Estimator: D Williams

| Staff Classification | Total Staff Hours From "SH Summary - Firm" | Sr. Utility Coordinator | Sr. Surveyor & Mapper | Surveyor & Mapper | Survey Technician | Contract Coordinator | Staff Classification 6 | Staff Classification 7 | Staff Classification 8 | Staff Classification 9 | Staff Classification 10 | Staff Classification 11 | Staff Classification 12 | SH By Activity | Salary Cost By Activity | Average Rate Per Task |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | $0.00 | $55.48 | $35.00 | $24.21 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | | | |
| 3. Project General and Project Common Tasks | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 4. Roadway Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 5. Roadway Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 6a. Drainage Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 6b. Drainage Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 7. Utilities | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 8. Environmental Permits, Compliance & Clearances | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 9. Structures - Misc. Tasks, Dwgs, Non-Tech. | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 10. Structures - Bridge Development Report | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 11. Structures - Temporary Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 12. Structures - Short Span Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 13. Structures - Medium Span Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 14. Structures - Structural Steel Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 15. Structures - Segmental Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 16. Structures - Movable Span | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 17. Structures - Retaining Walls | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 18. Structures - Miscellaneous | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 19. Signing & Pavement Marking Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 20. Signing & Pavement Marking Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 21. Signalization Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 22. Signalization Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 23. Lighting Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 24. Lighting Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 25. Landscape Architecture Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 26. Landscape Architecture Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 27. Survey (Field & Office Support) | 241 | 0 | 36 | 48 | 157 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 241 | $7,478 | $31.03 |
| 28. Photogrammetry | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 29. Mapping | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 30. Terrestrial Mobile LiDAR | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 31. Architecture Development | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 32. Noise Barriers Impact Design Assessment | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 33. Intelligent Transportation Systems Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 34. Intelligent Transportation Systems Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 35. Geotechnical | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| **Total Staff Hours** | 241 | 0 | 36 | 48 | 157 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 241 | | |
| **Total Staff Cost** | | $0.00 | $1,997.28 | $1,680.00 | $3,800.97 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | | **$7,478.25** | **$31.03** |

Check = $7,478.25

| Survey Field Days by Subconsultant | |
|---|---|
| 4 - Person Crew: | |

| | | | | |
|---|---|---|---|---|
| SALARY RELATED COSTS: | | | | $7,478.25 |
| Total Multiplier | | 3.14 | | $23,481.71 |
| Survey (Field - if by Prime) | 41 | 4-man crew 10 hr days @ | $ 2,135.60 / day | $87,559.60 |
| **SUBTOTAL ESTIMATED FEE:** | | | | **$111,041.31** |
| Subconsulta Enter Name Sub 1 | | | | $0.00 |
| Subconsulta Sub 2 | | | | $0.00 |
| **SUBTOTAL ESTIMATED FEE:** | | | | **$111,041.31** |
| Geotechnical Field and Lab Testing | | | | $0.00 |
| **SUBTOTAL ESTIMATED FEE:** | | | | **$111,041.31** |
| Optional Services | | | | $0.00 |
| **GRAND TOTAL ESTIMATED FEE:** | | | | **$111,041.31** |

Notes:

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

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

## 27. Survey

Estimator: D. Williams
Staff Hours
4/25/2016 rev2

SR 528 / SR 436 Bridge Deck Replacements
CFX 528-130

| Representing | Print Name | Signature / Date |
|---|---|---|
| CFX | Vance Carper | |
| WBQ | Danny Williams | |

***NOTE: Signature Block is optional, per District preference***

| Task No. | Task | Units | No of Units | Field Crew Days/Unit | Crew Days | Field Support Hours / Crew Days | Field Support Hours | Office Support Hours / Crew Days | Office Support Hours | Comments |
|---|---|---|---|---|---|---|---|---|---|---|
| 27.1 | Horizontal Project Control | | | | | | | | | Research, Recon, Recover and Establish Project Horizontal Control. Will Utilize AAF Control Map as Prepared By AMEC Foster Wheeler to maintain harmony with adjacent projects. (4000' of SR 528; 2000' of SR 436 SB; 2000' of NB 436). Includes office time to develop CTL sheets for plan set |
| | 2-Lane Roadway | Mile | | | 0.00 | | 0.00 | | 0.00 | |
| | Multi-lane Roadway | Mile | | | 0.00 | | 0.00 | | 0.00 | |
| | Interstate | Mile | 3.00 | 1.67 | 5.00 | 0.50 | 2.50 | 5.00 | 25.00 | |
| | | | | | | | | | | |
| 27.2 | Vertical PC / Bench Line | | | | | | | | | Research, Recon, Recover and Establish Project Vertical Control. Will Utilize AAF Control Map as Prepared By AMEC Foster Wheeler to maintain harmony with adjacent projects |
| | 2-Lane Roadway | Mile | | | 0.00 | | 0.00 | | 0.00 | |
| | Multi-lane Roadway | Mile | | | 0.00 | | 0.00 | | 0.00 | |
| | Interstate | Mile | 3.00 | 0.75 | 2.25 | 0.50 | 1.13 | 4.00 | 9.00 | |
| | | | | | | | | | | |
| 27.3 | Alignment and Existing R/W | | | | | | | | | Research Recover and develop Right of Way file |
| | | Mile | 3.00 | 1.75 | 5.25 | 1.50 | 7.88 | 5.00 | 26.25 | |
| 27.4 | Aerial Targets | | | Units/Day | | | | | | N/A |
| | 2-Lane Roadway | EA | | | 0.00 | | 0.00 | | 0.00 | |
| | Multi-lane Roadway | EA | | | 0.00 | | 0.00 | | 0.00 | |
| | Interstate | EA | | | 0.00 | | 0.00 | | 0.00 | |
| | | | | | | | | | | |
| 27.5 | Reference Points | "A" | | Units/Day | | | | | | N/A |
| | 2-Lane Roadway | EA | | | 0.00 | | 0.00 | | 0.00 | |
| | Multi-lane Roadway | EA | | | 0.00 | | 0.00 | | 0.00 | |
| | Interstate | EA | | | 0.00 | | 0.00 | | 0.00 | |
| | | | | | | | | | | |
| | Reference Points | "B" | | Units/Day | | | | | | |
| | Non Alignment | EA | | | 0.00 | | 0.00 | | 0.00 | |
| | | | | | | | | | | |
| 27.6 | Topography/DTM (3D) | | | | | | | | | Develop topographic 3D DTM of project limits. (4000' of SR 528; 2000' of SR 436 SB; 2000' of NB 436) |
| | | Mile | 2.00 | 6.00 | 12.00 | 0.50 | 6.00 | 4.00 | 48.00 | |
| 27.7 | Planimetric (2D) | | | | | | | | | N/A |
| | | Mile | | | 0.00 | | 0.00 | | 0.00 | |
| 27.8 | Roadway Cross- | | | | | | | | | N/A |
| | | Mile | | | 0.00 | | 0.00 | | 0.00 | |
| 27.9 | Side Street Surveys | | | | | | | | | N/A |
| | | Mile | | | 0.00 | | 0.00 | | 0.00 | |

## 27. Survey

| Task No. | Task | Units | No of Units | Field Crew Days/Unit | Crew Days | Field Support Hours / Crew Days | Field Support Hours | Office Support Hours / Crew Days | Office Support Hours | Comments |
|---|---|---|---|---|---|---|---|---|---|---|
| 27.10 | Underground Utilities | | | | | | | | | |
| | Designates | Mile/Site | | | 0.00 | | 0.00 | | 0.00 | N/A |
| | Locates | Point | | | 0.00 | | 0.00 | | 0.00 | |
| | Survey | | 0% | 0.00 | 0.00 | | 0.00 | | 0.00 | |
| | | | | | | | | | | |
| 27.11 | Outfall Survey | | | | | | | | | N/A |
| | | Mile | | | 0.00 | | 0.00 | | 0.00 | |
| 27.12 | Drainage Survey | | | Units/Day | | | | | | Drainage Structures in Project Limits. Assume 20 structures |
| | | EA | 20.00 | 16.00 | 1.25 | 0.50 | 0.63 | 4.00 | 5.00 | |
| 27.13 | Bridge Survey | | | | | | | | | 3 bridges to survey as directed by EOR. southbound S.R. 436 bridge over S.R. 528, the southbound S.R. 436 bridge over Ramp M and the northbound S.R. 436 bridge over S.R. 528. |
| | Minor / Major | EA | 3.00 | 3.00 | 9.00 | 0.50 | | 6.00 | 54.00 | |
| | | | | | | | | | | |
| 27.14 | Channel Survey | | | | | | | | | N/A |
| | | EA | | | 0.00 | | 0.00 | | 0.00 | |
| 27.15 | Pond Site Survey | | | | | | | | | N/A |
| | | EA | | | 0.00 | | 0.00 | | 0.00 | |
| 27.16 | Mitigation Survey | | | | | | | | | N/A |
| | | Mile | | | 0.00 | | 0.00 | | 0.00 | |
| 27.17 | Jurisdiction Line Survey | | | | | | | | | N/A |
| | | Mile | | | 0.00 | | 0.00 | | 0.00 | |
| 27.18 | Geotechnical Support | | | Units/Day | | | | | | assume 50 geotech holes to be surveyed |
| | | EA | 50 | 25 | 2.00 | 0.50 | 1.00 | 4.00 | 8.00 | |
| 27.19 | Sectional / Grant Survey | | | | | | | | | N/A |
| | | Corner | | | 0.00 | | 0.00 | | 0.00 | |
| | | Mile | | | 0.00 | | 0.00 | | 0.00 | |
| 27.20 | Subdivision Location | | | | | | | | | N/A |
| | | Block | | | 0.00 | | 0.00 | | 0.00 | |
| 27.21 | Maintained R/W | | | | | | | | | N/A |
| | | Mile | | | 0.00 | | 0.00 | | 0.00 | |
| 27.22 | Boundary Survey | | | | | | | | | N/A |
| | | EA | | | 0.00 | | 0.00 | | 0.00 | |
| 27.23 | Water Boundary Survey | | | | | | | | | N/A |
| | | EA | | | 0.00 | | 0.00 | | 0.00 | |
| 27.24 | R/W Staking / R/W Line | | | | | | | | | N/A |
| | | EA | | | 0.00 | | 0.00 | | 0.00 | |
| | | Mile | | | 0.00 | | 0.00 | | 0.00 | |
| | | | | | | | | | | |
| 27.25 | R/W Monumentation | | | | | | | | | N/A |
| | | Point | | | 0.00 | | 0.00 | | 0.00 | |
| 27.26 | Line Cutting | | | | | | | | | N/A |
| | | Mile | | | 0.00 | | | | | |

## 27. Survey

| Task No. | Task | Units | No of Units | Field Crew Days/Unit | Crew Days | Field Support Hours / Crew Days | Field Support Hours | Office Support Hours / Crew Days | Office Support Hours | Comments |
|---|---|---|---|---|---|---|---|---|---|---|
| 27.27 | Work Zone Safety | | | | | | | | | As required to maintain safe work zone |
| | | | 37 | 0.125 | 4.63 | | | | | |
| 27.28 | Miscellaneous Surveys | | | | | | | | | N/A |
| | | | | | 0.00 | | 0.00 | | 0.00 | |
| **Survey Subtotal** | | | | **Crew Days** | **41** | **Field Support Hours** | **19** | **Office Support Hours** | **175** | |
| 27.29 | Supplemental Surveys | | | | | | | | | N/A |
| | | | | 10 | 0 | | 0 | | 0 | |
| 27.30 | Document Research | Units | | | | | | | | Research Review AAF R/W and Control information |
| | | | 6.00 | | | | | | 6 | |
| 27.31 | Field Reviews | Units | | | | | | | | 2 field reviews |
| | | | 6.00 | | | | | | 6 | |
| 27.32 | Technical Meetings | LS | | | | | | | | meetings as required for coordination and approvals |
| | | | 10.00 | | | | | | 10 | |
| 27.33 | Quality Assurance / Quality Control | LS | | | | | | | | |
| | | | | | | | | 5% | 9 | |
| 27.34 | Supervision | LS | | | | | | | | |
| | | | | | | | | 5% | 11 | |
| 27.35 | Coordination | LS | | | | | | | | |
| | | | | | | | | 3% | 5 | |
| **27. Survey Total** | | | | **Crew Days** | **41** | **Field Support Hours** | **19** | **Office Support Hours** | **222** | |

SPLS =
PLS =
Office Support =
Total Hours = 241

| Technical Meetings | Units | No of Units | Hours/ Unit | Total Hours | PM Attendance at Meeting Required? | Number |
|---|---|---|---|---|---|---|
| Kickoff Meeting with FDOT | EA | 1 | 2 | 2 | | 0 |
| Baseline Approval Review | EA | 0 | 0 | 0 | | 0 |
| Network Control Review | EA | 0 | 0 | 0 | | 0 |
| Vertical Control Review | EA | 0 | 0 | 0 | | 0 |
| Local Governments (cities, counties) | EA | 0 | 0 | 0 | | 0 |
| Final Submittal Review | EA | 0 | 0 | 0 | | 0 |
| Other Meetings | EA | 3 | 2 | 6 | | 0 |
| **Subtotal Technical Meetings** | | | | **8** | **Subtotal PM Meetings** | **0** |
| Progress Meetings (if required by FDOT) | EA | 0 | 0 | 0 | ** | -- |
| Phase Review Meetings | EA | 1 | 2 | 2 | ** | -- |
| **Total Meetings** | | | | **10** | **Total PM Mtgs (carries to Tab 3)** | **0** |

Carries to 27.32 | Carries to Tab 3

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

# EXHIBIT D

# PROJECT ORGANIZATIONAL CHART

# ORGANIZATION CHART

**FIRM INDEX**

1–TYLI
2–WBQ
3–NES
4–TEDS

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
**Glenn Pressimone, PE**
Director of Engineering

**PROJECT MANAGER**
Xavier Arroyo, PE[1]

**MANAGEMENT TEAM**

*Principal-in-Charge*
James Moreno, PE[1]

*Orlando Operations Manager*
Jennifer Lewis, PE[1]

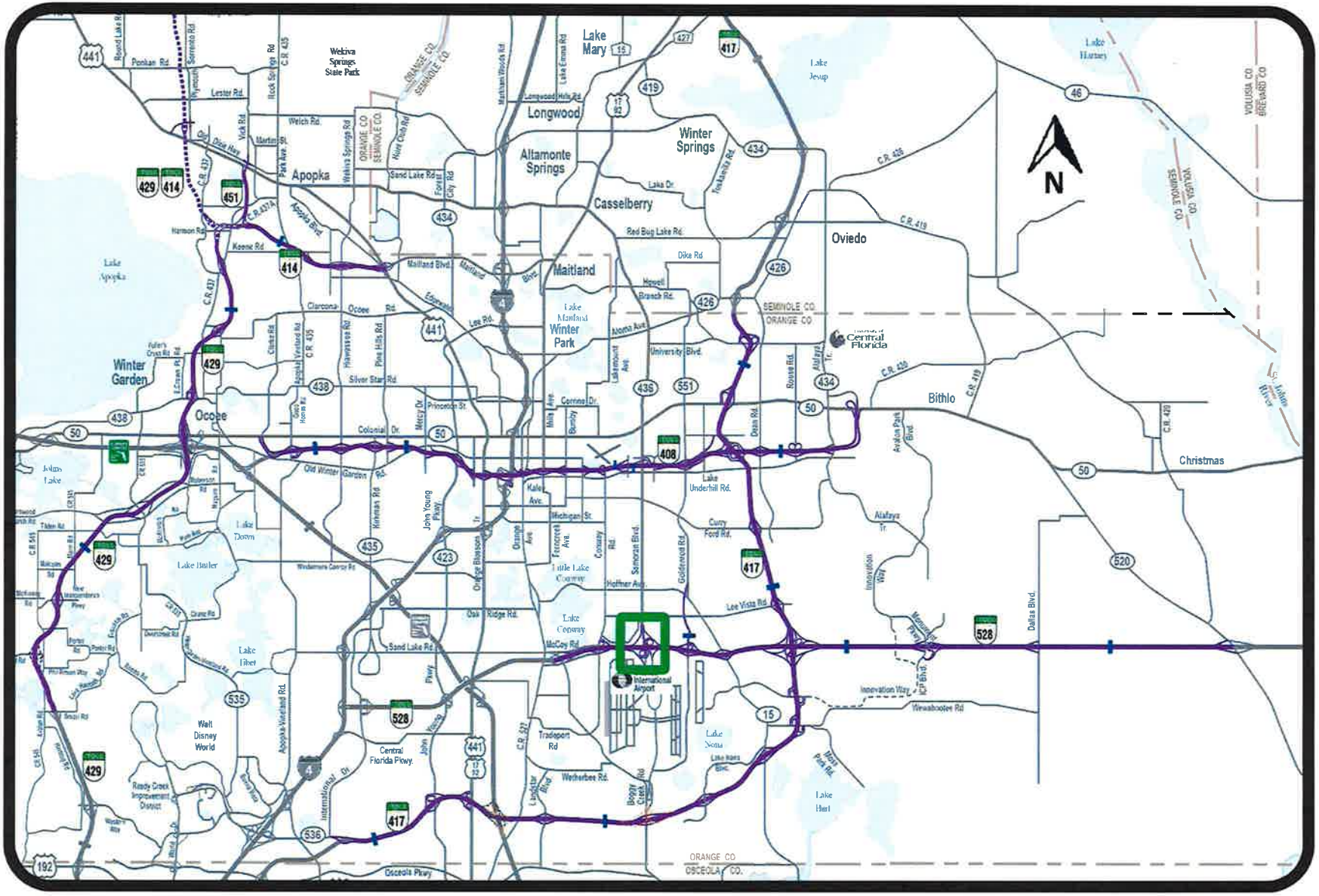
**TECHNICAL ADVISOR**
Boon Chong, PE[1]

| HIGHWAY DESIGN | MOT | STRUCTURES DESIGN | LIGHTING | ITS | DRAINAGE/PERMITTING |
|---|---|---|---|---|---|
| Jitesh Gajera, PE[1] | John Salatino, PE[1] | Atiq Alvi, PE[1] | Enrique Sosa, PE[1] | Fred Ferrell, PE[4] | Isabel Nayab, PE[1] |
| Shahriar Mahmood, PE[1] | Matthew Crosby, PE[1] | Ivan Gualtero, PE[1]<br>Giovanni Orellana, PE[1] | Brian Werner, PE[1] | Alex Mims, PE[4] | Clark Brandt, PE[1] |

| SIGNING & PAVEMENT MARKING/SIGNALS | DESIGN SURVEY/ LIDAR | UTILITY COORDINATION | GEOTECHNICAL | ENVIRONMENTAL |
|---|---|---|---|---|
| Ramfis Morales, PE[1] | Danny Williams III, PSM[2] | Dan Angel, CCS[2] | Godwin Nnadi, PhD, PE[3] | Colin Henderson[1] |

# EXHIBIT E

# PROJECT LOCATION MAP




Project Location Map for
S.R. 528 / S.R. 436 Bridge Deck Replacement (528-130)

# EXHIBIT F

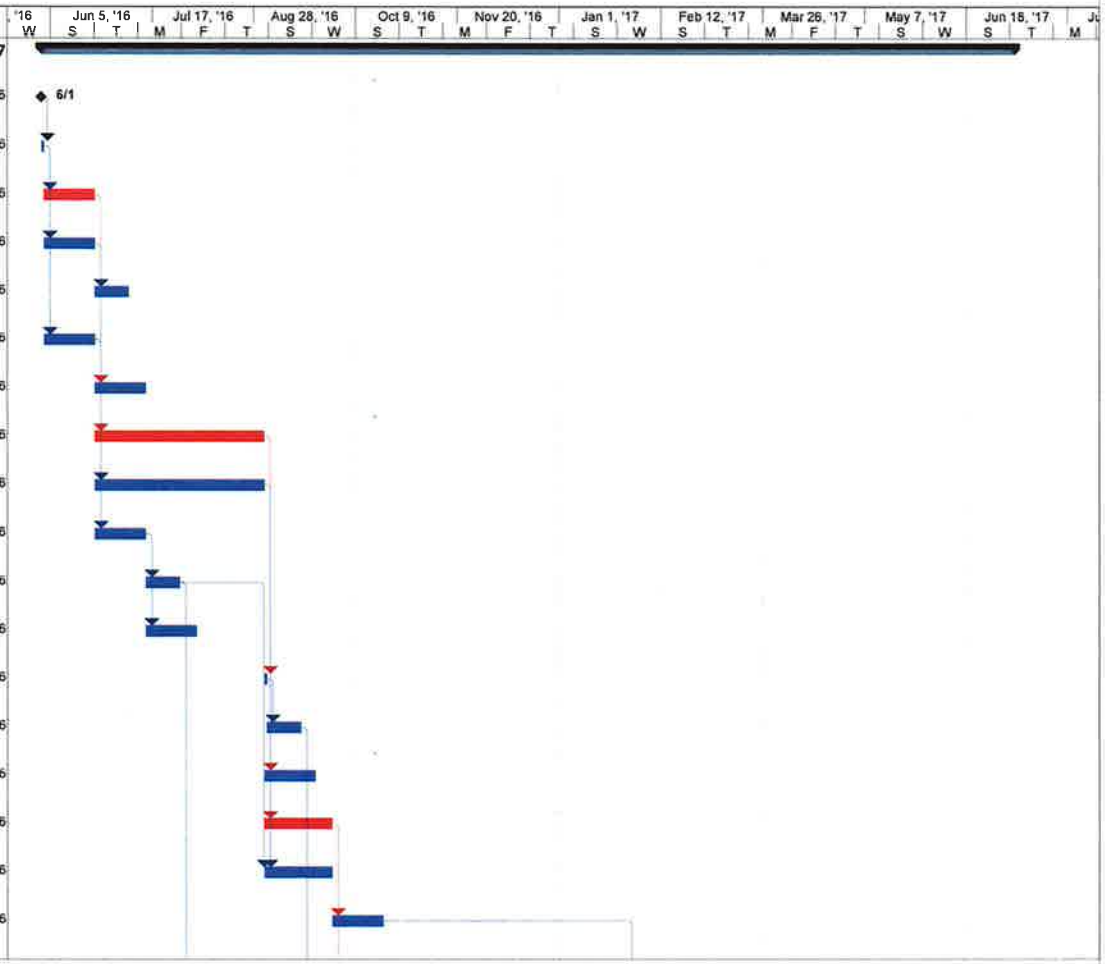
# SCHEDULE

**SR 436 over SR 528 Bridge Deck Replacement Project**
CFX Project No. 528-130

# SR 436 OVER SR 528 BRIDGE
Schedule

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

| ID | Task Name | Duration | Start | Finish |
|---|---|---|---|---|
| 1 | **CFX BRIDGE DECK REPLACEMENT PROJECT** | **288 days** | **Wed 6/1/16** | **Fri 7/7/17** |
| 2 | NOTICE TO PROCEED | 0 days | Wed 6/1/16 | Wed 6/1/16 |
| 3 | KICK-OFF MEETING | 1 day | Wed 6/1/16 | Wed 6/1/16 |
| 4 | PREPARE SURVEY (DESIGN / ROW / BRIDGE) | 15 days | Thu 6/2/16 | Wed 6/22/16 |
| 5 | PERFORM BRIDGE INSPECTION AND PAVEMENT SURVEY | 15 days | Thu 6/2/16 | Wed 6/22/16 |
| 6 | PAVEMENT DESIGN | 10 days | Thu 6/23/16 | Wed 7/6/16 |
| 7 | PHASE I GEOTECH FIELD INVESTIGATIONS | 15 days | Thu 6/2/16 | Wed 6/22/16 |
| 8 | CFX REVIEW SURVEY (DESIGN / ROW / BRIDGE) | 15 days | Thu 6/23/16 | Wed 7/13/16 |
| 9 | PREPARE PH I (30%) DESIGN PLANS | 50 days | Thu 6/23/16 | Wed 8/31/16 |
| 10 | PREPARE PH II (30%) PLANS/BDR | 50 days | Thu 6/23/16 | Wed 8/31/16 |
| 11 | PHASE I GEOTECH LAB TESTING | 15 days | Thu 6/23/16 | Wed 7/13/16 |
| 12 | PHASE I GEOTECH REPORT | 10 days | Thu 7/14/16 | Wed 7/27/16 |
| 13 | PH I ROADWAY SOIL SURVEY / REPORT | 15 days | Thu 7/14/16 | Wed 8/3/16 |
| 14 | TYPICAL SECTION 1ST SUBMITTAL | 1 day | Thu 9/1/16 | Thu 9/1/16 |
| 15 | UTILITY CONTACT | 10 days | Fri 9/2/16 | Thu 9/15/16 |
| 16 | PROCESS EXCEPTIONS / VARIANCES | 15 days | Thu 9/1/16 | Wed 9/21/16 |
| 17 | CFX REVIEW PH I (30%) DESIGN PLANS | 20 days | Thu 9/1/16 | Wed 9/28/16 |
| 18 | CFX REVIEW PH I (30%) BRIDGE PLANS/BDR | 20 days | Thu 9/1/16 | Wed 9/28/16 |
| 19 | PREPARE BRIDGE LOAD RATING | 15 days | Thu 9/29/16 | Wed 10/19/16 |




TYLIN INTERNATIONAL
12802 Tampa Oaks Blvd. Suite 245

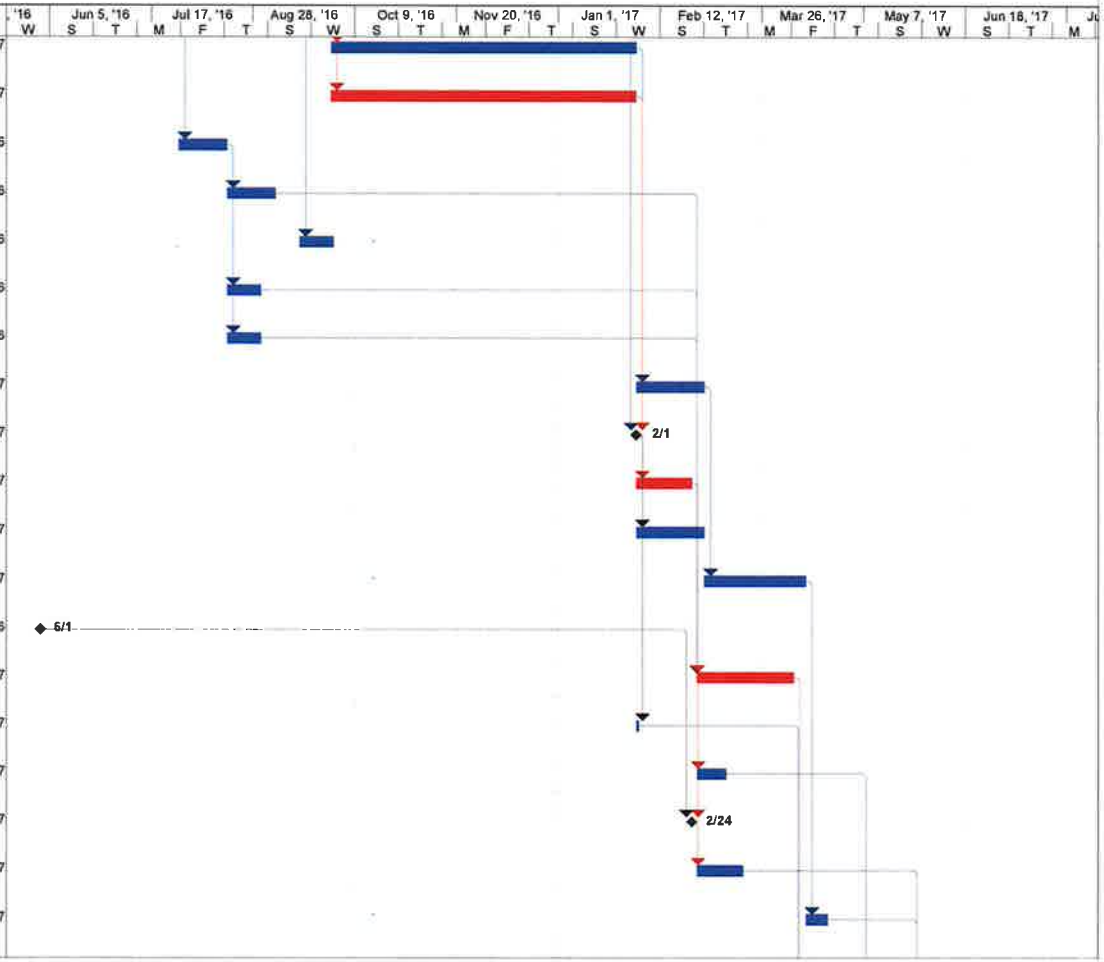
Task | Split | Milestone | Summary
Project Summary | External Tasks | External Milestone | Inactive Task
Inactive Milestone | Inactive Summary | Manual Task | Duration-only
Manual Summary Rollup | Manual Summary | Start-only | Finish-only
Critical | Critical Split | Progress | Deadline

**SR 436 over SR 528 Bridge Deck Replacement Project**
CFX Project No. 528-130

# SR 436 OVER SR 528 BRIDGE
Schedule

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

| ID | Task Name | Duration | Start | Finish |
|---|---|---|---|---|
| 20 | PREPARE PH III (90%) DESIGN PLANS | 90 days | Thu 9/29/16 | Wed 2/1/17 |
| 21 | PREPARE PH III (90%) BRIDGE PLANS | 90 days | Thu 9/29/16 | Wed 2/1/17 |
| 22 | PHASE II GEOTECH FIELD INVESTIGATIONS | 14 days | Thu 7/28/16 | Tue 8/16/16 |
| 23 | PHASE II GEOTECH LAB TESTING | 14 days | Wed 8/17/16 | Mon 9/5/16 |
| 24 | UTILITY DEPENDANT TIME TO PROJECT MANAGER | 10 days | Fri 9/16/16 | Thu 9/29/16 |
| 25 | PHASE II GEOTECH ANALYSIS & REPORT | 10 days | Wed 8/17/16 | Tue 8/30/16 |
| 26 | PH II ROADWAY SOIL SURVEY / REPORT | 10 days | Wed 8/17/16 | Tue 8/30/16 |
| 27 | CFX REVIEW PH III (90%) DESIGN PLANS | 20 days | Thu 2/2/17 | Wed 3/1/17 |
| 28 | SUBMIT BRIDGE LOAD RATING | 0 days | Wed 2/1/17 | Wed 2/1/17 |
| 29 | CFX REVIEW PH III (90%) BRIDGE PLANS | 17 days | Thu 2/2/17 | Fri 2/24/17 |
| 30 | CFX REVIEW BRIDGE LOAD RATING | 20 days | Thu 2/2/17 | Wed 3/1/17 |
| 31 | PREPARE PH IV (100%) DESIGN PLANS | 30 days | Thu 3/2/17 | Wed 4/12/17 |
| 32 | REVISE UTILITY RELOCATION SCHEDULES (Not Anticipated) | 0 days | Wed 6/1/16 | Wed 6/1/16 |
| 33 | PREPARE PH IV (100%) BRIDGE PLANS | 30 days | Mon 2/27/17 | Fri 4/7/17 |
| 34 | BRIDGE LOAD RATING APPROVED | 1 day | Thu 2/2/17 | Thu 2/2/17 |
| 35 | PHASE III GEOTECH ANALYSIS | 10 days | Mon 2/27/17 | Fri 3/10/17 |
| 36 | UTILITIES CERTIFIED | 0 days | Fri 2/24/17 | Fri 2/24/17 |
| 37 | ROADWAY GEOTECHNICAL CONCURRENCE | 15 days | Mon 2/27/17 | Fri 3/17/17 |
| 38 | PH IV (100%) DESIGN PLANS ESTIMATE | 7 days | Thu 4/13/17 | Fri 4/21/17 |

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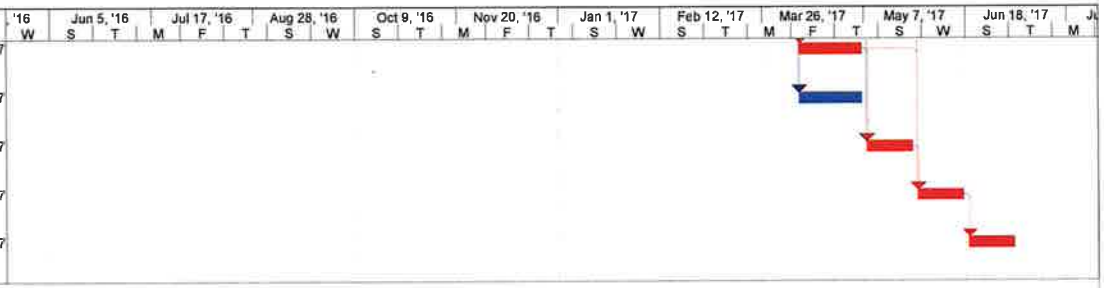
Task | Split | Milestone | Summary
Project Summary | External Tasks | External Milestone | Inactive Task
Inactive Milestone | Inactive Summary | Manual Task | Duration-only
Manual Summary Rollup | Manual Summary | Start-only | Finish-only
Critical | Critical Split | Progress | Deadline

# SR 436 OVER SR 528 BRIDGE
Schedule

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

| ID | Task Name | Duration | Start | Finish |
|---|---|---|---|---|
| 39 | CFX REVIEW PH IV (100%) DESIGN PLANS | 20 days | Mon 4/10/17 | Fri 5/5/17 |
| 40 | CFX REVIEW PH IV (100%) BRIDGE PLANS | 20 days | Mon 4/10/17 | Fri 5/5/17 |
| 41 | BRIDGE GEOTECHNICAL CONCURRENCE | 15 days | Mon 5/8/17 | Fri 5/26/17 |
| 42 | PREPARE/SUBMIT PRE-BID PLAN SET | 15 days | Mon 5/29/17 | Fri 6/16/17 |
| 43 | PREPARE/SUBMIT BID SET TO CFX | 15 days | Mon 6/19/17 | Fri 7/7/17 |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Task | Project Summary | Inactive Milestone | Manual Summary Rollup | Critical |
| Split | External Tasks | Inactive Summary | Manual Summary | Critical Split |
| Milestone | External Milestone | Manual Task | Start-only | Progress |
| Summary | Inactive Task | Duration-only | Finish-only | Deadline |

# CONSENT AGENDA ITEM

# #9

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement

DATE: April 26, 2016

SUBJECT: Southbound SR 417 to Westbound SR 528 Ramp Realignment
Option and Sales Agreement
Project 599-126, Contract No. 001206

---

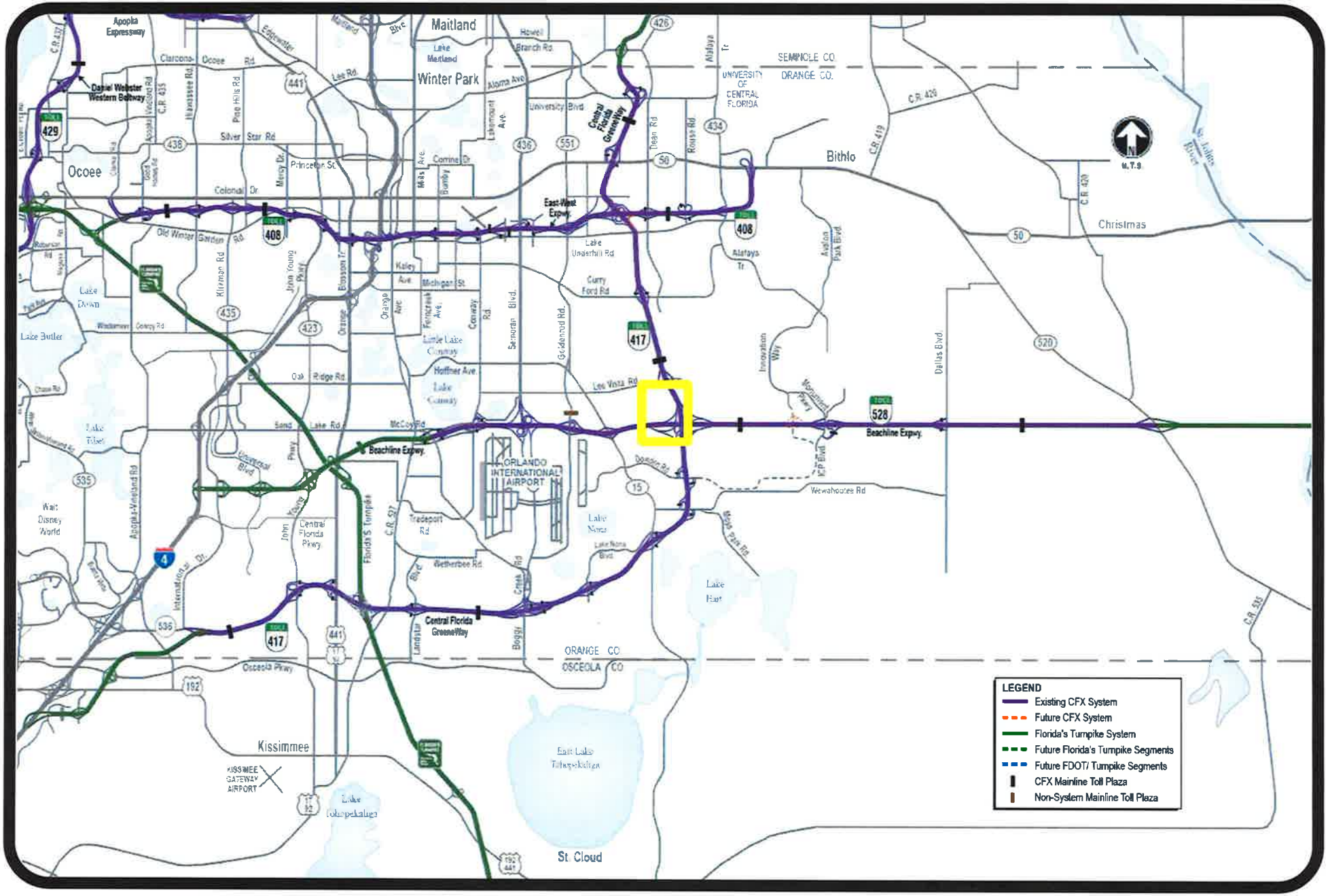
Board authorization is requested for CFX to enter into an Option and Sale Agreement with Holland Properties, Inc., a Florida corporation d/b/a TM-ECON MITIGATION BANK to offset wetland impacts (as determined by the St. Johns River Water Management District and the U.S Army Corps of Engineers) associated with the Southbound SR 417 to Westbound SR 528 Ramp Realignment, Project 599-126.

This Agreement contemplates the purchase of 1.54 State UMAM Freshwater Wetland Credits and 1.962 Federal WRAP Palustrine Credits by CFX for a total cost payable to Holland Properties, Inc., in the amount of Two Hundred Seven Thousand Nine Hundred dollars and no cents ($207,900.00).

Reviewed by:
Glenn Pressimone, PE
Director of Engineering

4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011

WWW.CFXWAY.COM




Project Location Map for
Southbound S.R. 417 to Westbound S.R. 528 Ramp Realignment (599-126)

# OPTION AND SALES AGREEMENT

This Option and Sales Agreement (hereinafter "Agreement") is entered into this 9th day of February, 2016, by and among **Holland Properties, Inc., a Florida corporation d/b/a TM-ECON MITIGATION BANK**, (hereinafter "Mitigation Bank"), whose address is P.O. Box 770308, Winter Garden, Florida, 34777-7308 and **Central Florida Expressway Authority** (hereinafter "Buyer"), whose address is 4974 ORL Tower Rd., Orlando, FL 32807.

**WHEREAS**, Buyer is in the process of permitting a project known as Southbound SR 417 to Westbound SR 528 ramp Realignment, **SJRWMD Permit # IND-095-20358-29 and ACOE Permit # (Pending)** and

**WHEREAS**, as part of the environmental permitting process (hereinafter "Permit") involving the St Johns River Water Management District (hereinafter "District"), the U. S. Army Corps of Engineers (hereinafter "ACOE") it is anticipated that the referenced governmental agencies will impose a requirement as a condition to granting the Permits that certain mitigation efforts be undertaken with respect to impacted wetlands and certain mitigation credits be purchased to satisfy the Permits; and

**WHEREAS**, Mitigation Bank is a mitigation bank with freshwater UMAM mitigation credits (hereinafter individually referred to as "Credit" or collectively referred to as "Credits") under SJRWMD Permit No. 4-095-84310-7 and ACOE Instrument No. 200107089 (IP-TB); and

**WHEREAS**, Mitigation Bank desires to sell Credits to Buyer for the purpose of meeting their needs, and

**WHEREAS**, the feasibility of using the Mitigation Bank and the number of Credits needed by Buyer has tentatively been determined by Buyer, and

**WHEREAS**, Mitigation Bank is entitled to convey Credits to Buyer under St. Johns River Water Management District Permit No. 4-095-84310-7 (hereinafter "ERP") and U.S. Army Corps of Engineers (hereinafter "ACOE") Instrument No. 2001-07089 (IP-TB); and

**WHEREAS**, to exercise the Option, as defined herein, Mitigation Bank requires the Buyer to deposit the full purchase price with owner's agent, James L. Clark (hereinafter "Owner's Agent"), whose address is P. O. Box 885, Windermere, FL 34786, within 15 days from the date of the issuance of the Permits.

**NOW, THEREFORE,** in consideration of the mutual covenants and undertakings herein and Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, it is agreed:

1. **Whereas Clauses.** The recitals set forth in the Whereas Clauses herein are material components to this Agreement and are incorporated hereby by this reference.

2. **Option Period.** This option to purchase ("Option") shall commence upon the signing of this Agreement and expire on August 9, 2016 ("Option Period"). This Agreement shall be void unless Buyer fully executes and delivers the Agreement to Owner's Agent together with the Deposit as required herein by March 1, 2016.

3. **Option Payment.** No Option Payment is required for this Agreement.

**4. Agreement to Sell** Mitigation Bank does hereby agree to sell to Buyer upon issuance of the Permits **One and Fifty Four/Hundreds (1.54) State UMAM Freshwater Wetland Credits** and **One and Nine Hundred Sixty Two/Hundreds (1.962) Federal WRAP Palustrine Credits** under the terms and conditions set forth herein.

5. **Purchase Price**. The purchase price to be paid by Buyer to Mitigation Bank for the Credits shall be **Two Hundred Seven Thousand Nine Hundred** and No/100ths Dollars **($207,900.00)** ("Purchase Price").

6. **Exercise of Option.** Within fifteen (15) days from the date of receipt of the Permits Buyer shall deposit the Purchase Price with Owner's Agent together with a copy of the ACOE Permit Letter. If paying with a check the check shall be made in favor of "Holland Properties, Inc.". The Mitigation Bank shall then immediately advise the District and ACOE that the terms and conditions of this Agreement have been completed by the Buyer.

7. **Notices**: Any notice required hereunder shall be given in writing and shall be sent by registered or certified mail, return receipt requested, hand delivered or deposited into a recognized overnight courier service to the parties hereto at the following addresses:

| | |
|---|---|
| **MITIGATION BANK:** | **TM-ECON MITIGATION BANK**<br>ATTN: R. S. Holland<br>Post Office Box 770308<br>Winter Garden, Florida 34777-7308 |
| With a copy to: | **Swann, Hadley, Stump, Dietrich & Spears P.A.**<br>ATTN: Ralph V. Hadley, III, Esquire |

1031 West Morse Boulevard, Suite 350
Winter Park, Florida 32789
407-647-2777 (telephone)
407-647-2159 (fax)

FOR MAIL USE THE FOLLOWING ADDRESS:
P. O. Box 1961
Winter Park, Florida 32790-1961

**OWNER'S AGENT:** **James L. Clark, SCV**
P.O. Box 885
Windermere, FL 34786
407-876-2755 (telephone)
407-876-5284 (fax)

**BUYER:** **Central Florida Expressway Authority**
Joseph A. Berenis, P.E., Chief of Infrastructure
4974 ORL Tower Rd.
Orlando, FL 32807

_____(telephone)
_____(fax)

**With a copy to:** **Atkins Global, Inc.**
Michael S. Ray
482 S. Keller Rd.
Orlando, FL, 32810

407/806-4344 (telephone)
407/806-4500 (fax)

Notices will be deemed received when delivered if hand delivered or sent via a recognized overnight courier service or 3 days after depositing same in the U.S. Mail if sent via registered or certified mail.

8. **Attorneys' Fees/Venue.** If any suit or action shall be instituted to enforce or to interpret this Agreement, the prevailing party shall be entitled to recover from the losing party all costs and reasonable attorneys' fees expended as part of such suit,

action, or appeal and venue of any such action shall be in the Ninth Judicial Circuit Court, Orange County, Florida.

9. **Severability.** If any provisions of this Agreement are held to be illegal or invalid, the other provisions shall remain in full force and effect.

10. **Binding Effect.** The obligations and covenants of this Agreement shall bind and benefit the successors, personal representatives, heirs and assigns of the parties hereto.

11 **Typewritten or Handwritten Provisions.** Handwritten or typewritten provisions inserted into this Agreement initialed by all parties shall control over the typewritten provisions in conflict therewith.

12. **Captions.** The captions for each paragraph of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, or the intent of any provision hereof.

13. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively but one instrument.

14. **Facsimile Signatures**. Facsimile signatures of this Agreement shall be deemed binding on all parties.

15. **Effective Date of this Agreement.** The effective date of this Agreement shall be the date this Agreement is last executed by either Buyer or Mitigation Bank ("Effective Date").

16. **Governing Law; Venue.** The laws of the State of Florida shall govern the validity, enforcement, and interpretation of this Agreement. The obligations of the parties are performable, and venue for any legal action arising out of this Agreement, shall lie in Orange County, Florida.

17. **Amendments.** This Agreement may not be amended except by written agreement signed by all of the parties.

18. **Assignment.** Buyer shall not have the right to assign this Agreement.

19. **Waiver.** No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date below written.

**MITIGATION BANK :**

**TM-ECON MITIGATION BANK**

By: _____

**James L Clark, Authorized Agent for, TM-Econ Mitigation Bank and Holland Properties, Inc.**

Executed: February 9, 2016

**BUYER:**
**Central Florida Expressway Authority**

By: _____
Joseph A. Berenis, P. E.

Its: Chief of Infrastructure

Executed: _____, 2016

# CONSENT AGENDA ITEM

# #10

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement

DATE: April 26, 2016

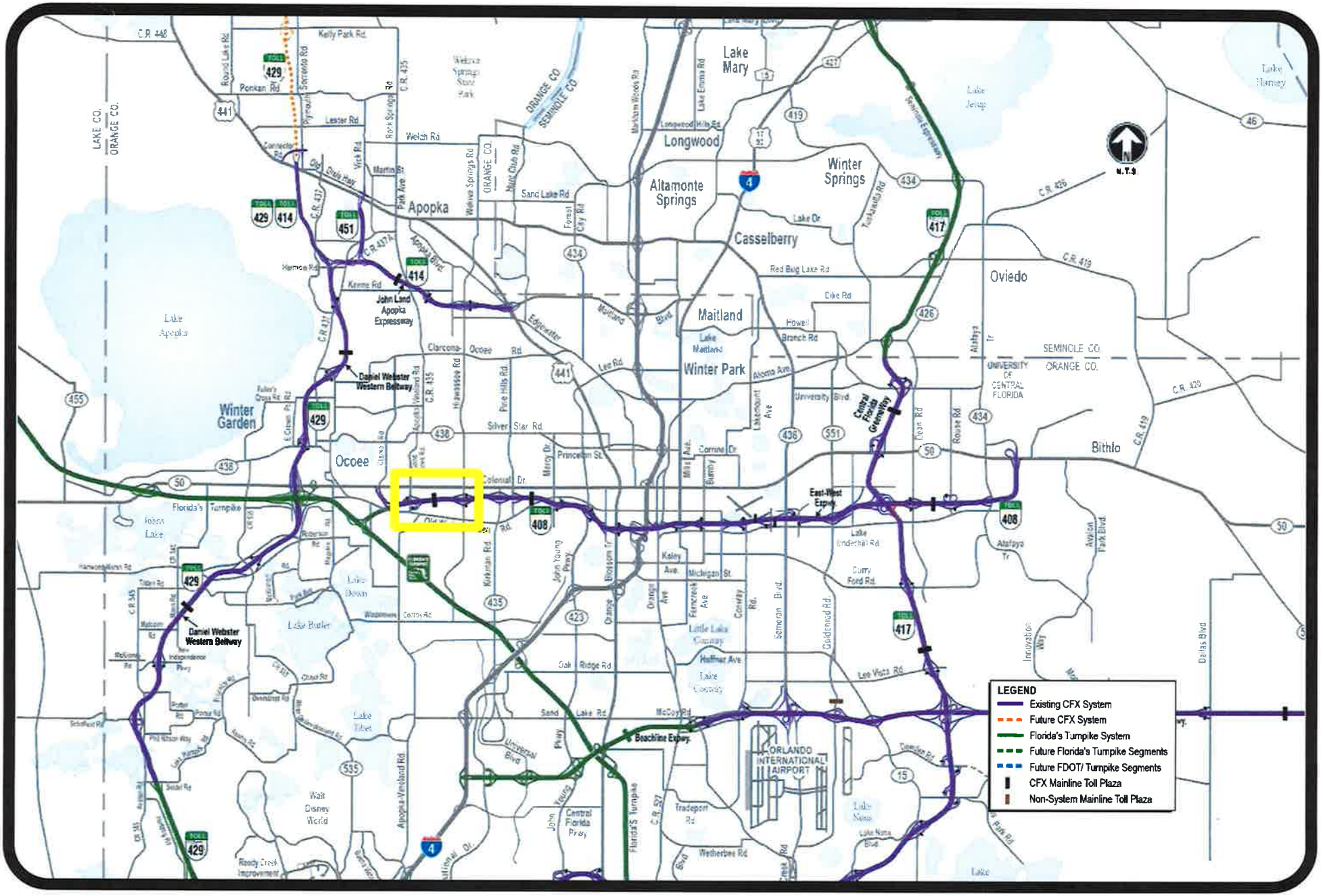
SUBJECT: SR 408 Widening, Good Homes Road to Hiawassee Road
Mitigation Credit Purchase and Sale Agreement
Project 408-127, Contract No. 001205

---

Board authorization is requested for CFX to enter into a Mitigation Credit Purchase and Sale Agreement with the Blackwater Creek Mitigation Bank to offset wetland impacts (as determined by the St. Johns River Water Management District) associated with the widening of SR 408 between Good Homes Road and Hiawassee Road, Project 408-127.

This Agreement contemplates the purchase of 0.5 Freshwater Herbaceous Mitigation Credits by CFX for a total cost payable to Blackwater Creek Mitigation Bank in the amount of Fifty-five Thousand dollars and no cents ($55,000.00).

Reviewed by:
Glenn Pressimone, PE
Director of Engineering




Project Location Map for
S.R. 408 Widening, Good Home Road to Hiawassee Road (408-127)

# BLACKWATER CREEK MITIGATION BANK
# MITIGATION CREDIT PURCHASE AND SALE AGREEMENT

THIS MITIGATION CREDIT PURCHASE AND SALE AGREEMENT ("Agreement") is made on this_____day of_____ 2016, by and between Blackwater Creek Wetlands Mitigation, LLC ("BWC") and Central Florida Expressway Authority ("Purchaser").

WITNESSETH

WHEREAS, BWC has obtained Mitigation Bank Permit No. 4-069-92314-1 from the St. Johns River Water Management District ("SJRWMD") and Permit No. SAJ-2004-11053 from the U.S. Army Corps of Engineers ("ACOE") to construct, operate, manage, and maintain the Blackwater Creek Mitigation Bank ("Mitigation Bank"), and to transfer credits from the Mitigation Bank ("Mitigation Credits") to satisfy the mitigation requirements of third parties; and

WHEREAS, Purchaser is in the process of obtaining (for the project known as **SR 408 Widening-Good Homes Road to Hiawassee**), Permit No. **20358-30** from the St. Johns River Water Management District ("SJRWMD") to impact wetlands under the agency's regulatory jurisdiction, and which permits will require the Purchaser to provide mitigation. The Permit Application Number shall be referred to as "Purchaser's Permit" and the SJRWMD shall be referred to as "Agency".

WHEREAS, the Purchaser is in the process of obtaining Agency approval or the Agency has approved the use of Mitigation Credits from the Mitigation Bank to fulfill the mitigation requirements of Purchaser's Permit;

NOW, THEREFORE, in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Purchase Price.

BWC hereby agrees to allocate and sell to Purchaser 0.5 Freshwater Herbaceous Mitigation Credits from the Mitigation Bank to fulfill specific mitigation requirements of the Purchaser's Permit in consideration of Purchaser's agreement to pay a total sum of Fifty-five Thousand dollars and no cents ($55,000.00), at a prorated purchase price of One Hundred Ten Thousand dollars and no cents ($110,000.00) per credit based upon final permitting agency requirements, ("Purchase Price"), payable in U.S. dollars in cash or immediately available funds, subject to the terms herein.

2. BWC's Obligations under this Agreement.

a. BWC shall cooperate with the Purchaser and with Agency and other applicable regulatory agencies to facilitate approval of the transfer of the Mitigation Credits to the Purchaser to fulfill the pertinent mitigation requirements of Purchaser's Permits.

b. Upon payment of the full Purchase Price due hereunder, BWC shall assume legal responsibility for fulfilling the pertinent mitigation requirements of Purchaser's Permits consistent with the terms and conditions of its SJRWMD and ACOE Mitigation Bank Permit. Except as provided in Paragraph 3 below, BWC bears no responsibility or obligation relating to Purchaser's efforts to secure its necessary construction permits.

3. Credit Purchase Conditioned on Agency Approval of Use of Mitigation Credits as Mitigation.

Purchase of the Mitigation Credits under this Agreement is conditioned on the Purchaser obtaining the approval of the Agency for the use of the Mitigation Credits to fulfill the mitigation requirements of Purchaser's Permit.

4. Withdrawal of Credits.

a. Upon Purchaser providing to BWC copies of the Purchaser's Permit, BWC shall submit a request to the SJRWMD to withdraw and transfer mitigation credits as appropriate pursuant to the Mitigation Credit withdrawal process established in the BWC's SJRWMD Mitigation Bank Permit.

b. After obtaining approval of the Mitigation Credit withdrawal and transfer consistent with the provisions the SJRWMD Mitigation Bank Permit and USACE Mitigation Bank Permit, BWC, at closing, shall provide to the Purchaser a Certificate to evidence the transfer of the Mitigation Credits from BWC to the Purchaser ("Mitigation Credit Certificate").

5. Transfer of Credits to Purchaser.

The closing of the sale of the Mitigation Bank Credits to the Purchaser and Purchaser's Payment of the Purchase Price to BWC shall take place prior of BWC's receipt of approval of the Mitigation Credit withdrawal, unless extended by other provisions of this Agreement. All payments shall be paid to the account of Blackwater Creek Wetlands Mitigation, LLC. Payment shall be forwarded to Blackwater Creek Wetlands Mitigation, LLC, 10097 Cleary Boulevard Suite #303, Plantation, FL 33324. At the closing of the sale, Purchaser shall deliver to BWC the payment due, and BWC shall deliver to Purchaser a Mitigation Credit Certificate.

6. Successors and Assigns.

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

7. Applicable Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

8. Notices.

All notices required or remitted by the Agreement shall be in writing and shall be sent by Certified or Registered Mail, by national overnight courier service, or hand-delivered to the address below. Notices shall be deemed delivered and given when mailed, if mailed; or upon receipt, if delivered by hand or by courier.

| | |
|---|---|
| Notice to BWC sent to: | Blackwater Creek Wetlands Mitigation, LLC<br>Attn: Stephen M. Collins, Authorized Agent<br>10097 Cleary Boulevard Suite #303<br>Plantation, FL 33324 |
| With copy to : | Environmental Resource Marketing<br>Attn : Sheri F. Lewin<br>614 East Highway 50, Suite 323<br>Clermont, FL 34711 |
| Notice to Purchaser sent to: | Central Florida Expressway Authority<br>Attn: Joseph Berenis<br>4974 ORL Tower Rd.<br>Orlando, Florida 32807 |
| With copy to : | Atkins<br>Attn: Michael Ray<br>482 South Keller Road<br>Orlando, Florida 32810 |

No Third Party Beneficiaries.

This Agreement does not confer any benefits to persons or entities whom are not either (a) parties to this Agreement, or (b) successors and permitted assigns of the parties to this Agreement.

10. Remedies.

Purchaser's failure to pay the full Purchase Price due under this Agreement and provide the Purchaser's Permits shall constitute the Purchaser's default of this Agreement. In the event of Purchaser's default hereunder, BWC shall be entitled to terminate the Agreement and retain all Mitigation Credits reserved or withdrawn on *Purchaser's* behalf. If BWC defaults hereunder, Purchaser's sole remedy shall be to terminate this Agreement and obtain any Purchase Price paid. The parties agree and

acknowledge that the SJRWMD and ACOE have exclusive jurisdiction to enforce BWC's compliance with the terms and conditions of their respective permits authorizing the Mitigation Bank, and Purchaser agrees it shall not be entitled to sue BWC, and hereby covenants not to sue BWC, to enforce compliance with the terms and conditions of the SJRWMD and ACOE Permits.

11. Disputes.

In connection with any legal proceeding between BWC and Purchaser brought to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs,' expenses and reasonable attorneys' and paralegals' fees incurred by said prevailing party in such proceedings, including all costs, expenses, and reasonable attorneys' and paralegals' fees incurred on appeal, in administrative proceedings or in any arbitration.

12. Brokers.

Purchaser and BWC represent to each other that neither they nor anyone on their behalf has dealt with or consulted with any broker, agent, or other person in connection with this matter, and that no commission or finder's fee will be payable as a result of the execution of this Agreement or the consummation of the transaction contemplated hereby. In the event a broker, agent, or other person claims to have dealt with one of the parties contrary to the foregoing representation, the party with whom the broker, agent, or other person claims to have dealt or consulted agrees to indemnify and hold the other party harmless against any such claims or demands, including reasonable attorneys' fees and costs incurred by such other party.

13. Construction.

This Agreement shall not be construed more strictly against one party than the other by virtue of the fact that it was prepared by counsel for one of the parties.

14. Interpretation.

In the interpretation of this Agreement, a single number includes the plural, the words "person" and "party" include corporations, partnerships, firms or associations whenever the context so requires. Captions of paragraphs and sections are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify or amplify or limit the scope or content of the interpretation, construction or meaning of the provisions of this Agreement.

15. Confidentiality.

The terms of this Agreement are confidential and may not be disclosed to third parties except as provided by law or with the written permission of BWC and Purchaser.

16. Waiver of Jury Trial.

The parties knowingly, voluntarily and intentionally waive the right to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this Agreement, or any document contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statement (whether oral or written) relating to this Agreement.

17. Entire Agreement.

The terms and conditions of this Agreement constitute the sole and entire agreement between the parties with respect to the subject matter hereof. This Agreement may be amended, modified or altered only by the written agreement of the parties. This Agreement supersedes any and all previous oral or written agreements and understandings relating to the subject matter hereof.

**IN WITNESS WHEREOF,** the parties hereto have hereunto set their hands and seals on the dates written below their signatures. Signed, sealed and delivered:

**WITNESS:**

_____

Print Name: _____

_____

Print Name: _____

**PURCHASER:**

By: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

_____

Name: Joseph Berenis, Chief of Infrastructure

Date: _____

**WITNESS:**

Print Name: _____

_____

BLACKWATER CREEK WETLANDS MITIGATION, LLC

_____

Stephen M. Collins, Authorized Agent

Date: _____

# CONSENT AGENDA ITEM

# #11

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement

DATE: April 26, 2016

SUBJECT: Authorization to Advertise for
Letters of Interest for Design Consultant Services
S.R. 528 / Northeast Connector Expressway Extension Study
Contract No. 001209

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Board authorization is requested to advertise for Letters of Interest from qualified firms to provide design consultant services for the Northeast Connector Expressway Extension Study to S.R. 528. As a condition of the Contract of Sale and Purchase agreement (pertaining to acquisition of the S.R. 528 Super-Corridor for All Aboard Florida) between CFX, Suburban Land Reserve, Inc. and Farmland Reserve, Inc. dated November 11, 2013, CFX is obligated to perform a concept and feasibility study to examine the potential for a tolled north / south connection between S.R. 528 and the Northeast District Connector in Osceola County. The study area consists of approximately an 8 mile corridor between Orange and Osceola County.

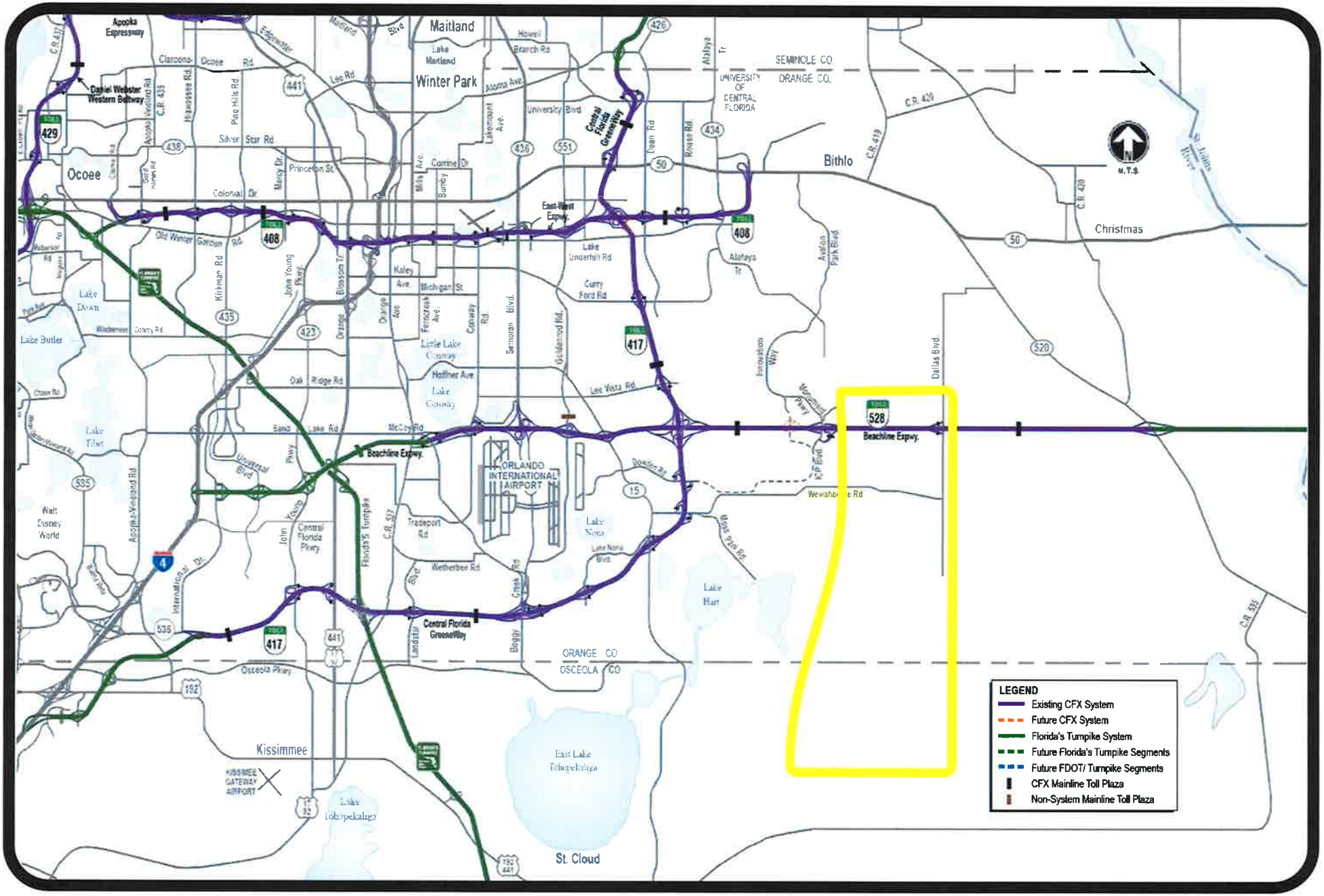
A final ranking of the firms will be presented to the Board for approval and authorization will be requested to enter into fee negotiation with the highest ranked firm. Once the final cost has been negotiated, Board approval to award the contract will be requested.

This project is included in the FY 2017 - 2021 Five-Year Work Plan.

Reviewed by:
Glenn Pressimone, PE
Director of Engineering

4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011

WWW.CFXWAY.COM




Project Location Map for
S.R. 528 / Northeast Connector Expressway Extension Study

# CONSENT AGENDA ITEM

# #12

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement

DATE: April 26, 2016

SUBJECT: Authorization to Advertise for
Letters of Interest for Miscellaneous Design Consultant Services (SSBE)
Contract Nos. 001207 and 001208

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Board authorization is requested to advertise for Letters of Interest from qualified firms to provide Miscellaneous Design Consultant Services. CFX currently has two (2) Miscellaneous Design Consultant Services contracts that will expire in December of 2016. The anticipated volume of miscellaneous design work within the Five-Year Work Plan necessitates the need to replace these expiring contracts.

Services provided under the contracts will be on an as-needed basis for capital projects in support of the Five-Year Work Plan and will include preparation of plans and specifications for various roadway, bridge and toll plaza projects as identified and authorized by CFX staff.

Since the inception of Miscellaneous Design Consultant Services contracts at CFX in 2011, the Small Sustainable Business Enterprise (SSBE) program has been utilized for these services. Companies that qualify and are registered for SSBE status with CFX are typically small to medium sized professional engineering firms. Projects associated with the Miscellaneous Design Consultant Services are often smaller design efforts that typically require reduced plans production schedules. Only those firms registered with CFX for SSBE status will be eligible to participate.

A final ranking of shortlisted firms will be presented to the Board for approval and authorization to enter into fee negotiations in ranked order with the two firms ranked highest. Once the final costs have been negotiated, Board approval to award the contracts will be requested.

Reviewed by: _____
Glenn Pressimone, PE
Director of Engineering

4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011

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# CONSENT AGENDA ITEM

# #13

protiviti

MEMORANDUM

TO: CFX Board Members

FROM: Jeff Tecau, Protiviti

DATE: April 28, 2016

SUBJECT: Internal Audit Reports

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Attached, please find the following Internal Audit reports as reviewed and accepted by the Audit Committee on April 27, 2016.

A. Prior Audit Recommendations Follow-Up

B. Toll Revenue Audit

C. Right of Way Audit

Reviewed by: _____

MEMORANDUM

TO: CFX Board Members

FROM: Lisa Lumbard, CFO

DATE: April 27, 2016

SUBJECT: Prior Audit Recommendations Follow-Up

---

Attached is the Prior Audit Recommendations Follow-Up as of January 15, 2016, which was presented to the Audit Committee on April 27, 2016. Staff provided an update to the committee on the past due items as of April 27, 2016. Six of the 13 identified items had been completed. Provided below is a summary of the updated information staff presented to the committee.

- 2010 Contracts Audit – This is a finding that would have been implemented once we went to the Centralized Customer Service Center. We are now on track to implement this in the next year.
- 2013 Toll Revenue Audit – This finding is being implemented in connection with the Toll System Replacement Project. It will be implemented by the revised due date.
- 2014 Maintenance and Safety Plan – This item is past due because of the change in Director of Maintenance. This finding will be completed by the revised due date.
- 2015 Intelligent Transportation Security (ITS) Systems Security Review – One of these findings has been completed and the three remaining items are on track to be finished by their revised due dates.
- 2015 Back Office Customer Call Center Review – All three items have been completed.
- 2015 COSO Framework Governance Review – One finding has been completed and the other is being worked on.
- 2016 Contracts Audit – The past due item has been completed.

Executive Summary
Recommendations Summary
2010 Contracts Audit
2013 Toll Revenue Audit
2014 Maintenance & Safety Plan Audit
2015 Intelligent Transportation Security (ITS) Systems Security Review
2015 Back Office Customer Call Center Review
2015 COSO Framework Governance Review
2015 Ethics Policy Compliance Review
2016 Contracts Audit
2016 Bond Financing Review

# Central Florida Expressway Authority

## Prior Audit Recommendations Follow-Up
## January 15, 2016

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Risk & Business Consulting.
Internal Audit.

# Executive Summary

As part of the Fiscal Year 2016 Internal Audit plan, Internal Audit (IA) performed a review of open audit recommendations from prior audit reports to verify the implementation status reported by management. Open recommendations from the following audits were evaluated:

- 2010 Contracts Audit
- 2013 Toll Revenue Audit
- 2014 Maintenance and Safety Plan Audit
- 2015 Intelligent Transportation Security (ITS) Systems Security Review
- 2015 Back Office Customer Call Center Review
- 2015 COSO Framework Governance Review
- 2015 Ethics Policy Compliance Review
- 2016 Contracts Audit
- 2016 Bond Financing Review

Internal Audit last reviewed the status of open audit recommendations in September 2015. Results were reported to the Audit Committee at that time.

This review was completed in January and February 2016, and consisted of meetings with management to determine the status of open audit recommendations and performing testing of management's response, status, and explanation for all recommendations deemed "Complete" or "In Progress." If a recommendation was noted "Not Done," no testing was performed by Internal Audit. In addition, only those recommendations that remained open at the time of the last review have been included in this report. If a recommendation was completed as of September 30, 2015, no further work was performed and the recommendation was not included for review in this report.

Internal Audit did not include or follow-up on recommendations and management action plans from the 2014 Sensitive Data Review. The management action plan was to move the sensitive data identified to an appropriate location or to delete the data. Confirmation that sensitive data was moved or deleted would require an additional project and re-scan of selected systems with a data loss prevention (DLP) tool.

Testing performed included inquiry with the employees responsible for completing the recommendations and obtaining documentation evidence to confirm management's reported status and explanation. In instances where the evidence obtained did not agree with management's status, discussions with management were held and the differences were resolved.

There were no instances where management and Internal Audit did not come to an agreement on the status of a recommendation.

# Recommendations Summary

| Audit | Open as of September 30, 2015 | New Recommendations | Completed Since September 30, 2015 | In Progress / Not Done as of January 15, 2016* | Past Due |
|---|---|---|---|---|---|
| 2010 Contracts Audit | 1 | 0 | 0 | 1 | 1 |
| 2013 Toll Revenue Audit | 1 | 0 | 0 | 1 | 1 |
| 2014 Maintenance & Safety Plan | 1 | 0 | 0 | 1 | 1 |
| 2015 Intelligent Transportation Security (ITS) Systems Security Review | 10 | 0 | 1 | 9 | 4 |
| 2015 Back Office Customer Call Center Review | 4 | 0 | 0 | 4 | 3 |
| 2015 COSO Framework Governance Review | 2 | 0 | 0 | 2 | 2 |
| 2015 Ethics Policy Compliance Review | 4 | 0 | 0 | 4 | 0 |
| 2016 Contracts Audit | 0 | 4 | 2 | 2 | 1 |
| 2016 Bond Financing Review | 0 | 1 | 0 | 1 | 0 |
| **Total** | **23** | **5** | **3** | **25** | **13** |

*25 recommendations are classified as "In Progress." 13 of these recommendations were considered "Past Due" at January 15, 2016, the time of review.

**Contracts Audit**
**January 2011 Recommendations**
**Status of Recommendations**

| Internal Audit Recommendation | Management Response | Responsible Party | Management Status at September 30, 2015 | Management Verification / Explanation | Testing Results | Due Date | IA Evaluation of Management's Status |
|---|---|---|---|---|---|---|---|
| The Authority should utilize CSC Manager and CSC Supervisor passwords, rather than PINs, to approve adjustment transactions in TRIMS (passwords are required to be changed on a regular basis by the system). | The Authority concurs that moving to a password based approval is in its best interest. However, the change to a password based approval key would be a fairly significant change to the existing system. The current system is currently being reviewed for replacement as part of the Toll System Replacement (TSR) project. Making these changes now may be waste of valuable IT resources if the current system were to be disposed of in the near term. Based on the outcome of the TSR project the Authority would make this change as a part of a newly procured system or would be developed and implemented in the existing system once it was determined that we would be retaining the existing system. | Rene Rodrigue, Director of IT<br>David Wynne, Director of Toll Operations | b) In Progress (Past Due) | b) The change to a password based approval key would be a fairly significant change to the existing system. The current system is currently being reviewed for back office consolidation with Florida's other toll agencies. Making these changes now may be waste of valuable IT resources if the current system were to be disposed of in the near term. The Authority will make this requirement a part of the back office consolidation effort currently underway. | Per discussion with Rene Rodrigue, Director of IT, and David Wynne, Director of Toll Operations, the Authority planned to implement the recommendation as a part of the Centralized Customer Service System (CCSS) project. However, the completion date for the CCSS project has been delayed to 2018-2019 due to the pending back office consolidation and governance agreement between the Authority and the Florida Turnpike Enterprise (FTE). The IT department plans to implement the recommendation by the revised due date, as long as resource needs and business priorities allow. | Original: 12/31/13<br>Revised: 12/31/15<br>Revised: 3/31/16<br>Revised: 9/30/16 | Concur |

**Toll Revenue Audit**
**March 2013 Recommendations**
**Status of Recommendations**

| Internal Audit Recommendation | Management Response | Responsible Party | Management Status at September 30, 2015 | Management Verification / Explanation | Testing Results | Due Date | IA Evaluation of Management's Status |
|---|---|---|---|---|---|---|---|
| 6.<br>b) The Authority should also consider automating certain aspects of the Attendant's Shift Record log by integrating the unusual occurrence, violations, and insufficient fund transactions within the MLT system. This would reduce the subjectivity of the FTS auditor's interpretation of the manual ASR log. | Concur | David Wynne, Director of Toll Operations | In Progress (Past Due) | b) The Authority currently has this recommendation as a function in the planned Toll System Replacement project that is currently ongoing at this time. The Authority would expect to have the new system in place and operating by July 1, 2015 | Per discussion with David Wynne, Director of Toll Operations, this recommendation will be implemented as a function in the planned Toll System Replacement (TSR) project. The Request for Proposal (RFP) has been awarded and the new system is currently in development. Currently, the TSR project is expected to go live in at least one toll plaza by January 2017.<br><br>Internal Audit obtained the System Requirements advertised as part of the RFP and determined specification 1.5.1.7.2.2 states the system should have drop down menu codes for unusual occurrences. Internal Audit determined the TSR project was awarded to TransCore, LP on 5/14/15 as evidenced by Board minutes. Internal Audit also obtained the current schedule of go-live dates for the new system from David Wynne and noted the first go-live date is scheduled for 1/9/17 in the Coral Hills plaza group. | Original: 7/1/15<br><br>Revised: 4/30/16<br><br>Revised: 1/31/17 | Concur |

**Maintenance and Safety Plan Compliance**
**April 2014 Recommendations**
**Status of Recommendations**

| Internal Audit Recommendation | Management Response | Responsible Party | Management Status at September 30, 2015 | Management Verification / Explanation | Testing Results | Due Date | IA Evaluation of Management's Status |
|---|---|---|---|---|---|---|---|
| The Authority should develop written "desktop" procedures that clearly document key aspects of the Authority's maintenance and inspection program, including: Internal procedures for managing and maintaining the Authority's roadways and bridges, Asset tracking, Role of third party maintenance & inspections agreements (scheduling of inspections, repairs, and replacements; outputs of preventative maintenance), Maintenance contract performance monitoring, Work order, maintenance request, and deficiency response deadlines, Incidence and Emergency Response process, and the GEC Annual Inspection process. | Concur | Claude Miller, Director of Maintenance | In Progress (Past Due) | The Authority will develop written procedures to document the pertinent aspects of the Authority's maintenance and inspections operations in regards to bridges, overhead structures, and roadways. | Per discussion with Claude Miller, Director of Maintenance, staffing changes within the department have delayed the completion of the action plan. The procedures document will be finalized on or before the revised due date. Internal Audit obtained and reviewed the current draft of the procedures manual and noted the draft is currently undergoing review by the Director of Maintenance. | Original: 12/31/14<br><br>Revised: 12/31/15<br><br>Revised: 10/1/16 | Concur |

**Intelligent Transportation Systems Security Review**
**February 2015 Recommendations**
**Status of Recommendations**

| Internal Audit Recommendation | Management Response | Responsible Party | Management Status at September 30, 2015 | Management Verification / Explanation | Testing Results | Due Date | IA Evaluation of Management's Status |
|---|---|---|---|---|---|---|---|
| 1. Review the feasibility of deploying a stronger access control tool to the ITS network cabinets so only authorized personnel (ITS staff or ITS contractors) can access them. This tool should allow ITS to grant access to only those cabinets necessary (not all cabinets in the environment), and should be unique to the ITS environment. | Concur | Corey Quinn, Chief of Technology/Operations | In Progress | Though ITS is not aware of unauthorized access occurring, we recognize the risk of utilizing a generic key. ITS will develop a plan to implement a five year project to address the risk of unauthorized access to the cabinets due to the use of a generic key.<br><br>Update July 21, 2015: Cyberlock will be installed as part of project 599-525. Estimated completion date is December 31, 2016. | Per discussion with Corey Quinn, Chief of Technology/Operations, the Authority has purchased the Cyberlocks through design for project 599-525 with URS Corporation Southern. The advertisement for contractors to bid on the work has been published. Once awarded, the contractor selected will install the Cyberlocks, which may take up to one year to complete. The Authority will ask the contractor to complete the Cyberlock installation by the due date for this recommendation.<br><br>Internal Audit obtained and reviewed the Invitation to Bid and Specifications for project 599-525 from the eProcurement website and noted the specifications included the upgrade of legacy ITS cabinet enclosures to Cyberlocks. Internal Audit noted bids are due for the project on March 24, 2016. Per discussion with Corey Quinn, the project is on track for completion by the due date. | 12/31/16 | Concur |
| 2. Change all current credentials which are default or easily guessable. Implement a requirement to change all vendor supplied credentials before moving a system to deployment as part of the ITS standard system build. Ensure that all passwords are changed at least every 90 days. | Concur | Corey Quinn, Chief of Technology/Operations | In Progress (Past Due) | ITS will change the default credentials on the digital message board controllers where possible (the credentials are hard-coded in some models, and therefore cannot be changed). We will research the feasibility of changing these credentials every quarter, in addition to relying on our response outlined in Observation #1 (Devices that do not have remote password modification capabilities from the manufacturer must rely on the response outlined in Observation #1), and detective controls surrounding the cabinets.<br><br>Update July 21, 2015: Where possible, RADIUS authentication technology will be used to subsume authentication under the normal CFX password requirements. Where RADIUS cannot be used due to functionality limitations, passwords will be rotated twice a year beginning November 2015. | Per discussion with Corey Quinn, Chief of Technology/Operations, and Atkins personnel, RADIUS technology has been implemented where possible and all other default credentials will be changed by the due date. The change will be documented via sign-off by the performer and a reviewer to ensure the change was completed. The recommendation is in process and is approximately 90% complete. Internal Audit obtained and reviewed the password change log used by Atkins to document the date the password was changed as evidence of the progress towards completing the recommendation. | Original: 11/30/15<br><br>Revised: 4/30/16 | Concur |

**Intelligent Transportation Systems Security Review**
**February 2015 Recommendations**
**Status of Recommendations**

| Internal Audit Recommendation | Management Response | Responsible Party | Management Status at September 30, 2015 | Management Verification / Explanation | Testing Results | Due Date | IA Evaluation of Management's Status |
|---|---|---|---|---|---|---|---|
| 6. Update these applications to the most recent version available from their vendors. Analyze their business use, and remove them should they be deemed unnecessary. Develop and deploy a formal vulnerability management process that includes periodic vulnerability scans to allow for the identification and application of all updates to systems which do not have the most recent patch level. | Concur | Corey Quinn, Chief of Technology/Operations | In Progress | ITS will remove unnecessary applications, and then discuss the remaining outdated software with CFX IT to refine a process to keep these updated (currently, ITS systems do not have Internet access, and as such, updating these applications would require CFX's involvement and a manual process).<br><br>Update July 21, 2015: Software update or removal will be completed by February 28, 2016. | Per discussion with Corey Quinn, Chief of Technology/Operations, and Atkins personnel, ITS has completed the initial review and outdated software products are either being removed or updated (depending on use). ITS will update software as possible and provide documentation of final updates, including reasons why specific updates were not possible due to operational needs. The recommendation is currently on track for completion by the scheduled due date. | 2/28/16 | Concur |
| 7. Deploy a log aggregation tool to the environment and feed all logs into this tool so that they may be centralized, correlated and protected. Review these logs periodically to identify actions within the environment which are unwanted or unauthorized. | Concur | Corey Quinn, Chief of Technology/Operations | In Progress (Past Due) | ITS will research the feasibility of including this functionality into the current logging system "What'sup Gold".<br><br>Update July 21, 2015: Research complete. Implementation of Secure Information and Event Management solution pending upcoming organizational changes. | Per discussion with Corey Quinn, Chief of Technology/Operations, and Rene Rodrigue, Director of IT, the current log aggregation tool used by the IT department would require additional infrastructure to handle the ITS logs as well. IT and ITS need to discuss options and determine next steps, but IT has not had available resources to devote to this project due to organizational changes. The due date has been revised to provide additional time to decide on next steps. | Original: 6/30/15<br><br>Revised: 12/31/15<br><br>Revised: 6/30/16 | Concur |
| 8. Define hardening procedures and incorporate them into a checklist format to be included in the current build guidelines for all systems. Modify the configuration settings on the above noted systems to ensure they are hardened against attack. The National Institute of Standards and Technologies (NIST) publication on server security is an industry standard regarding system hardening and can be found here:<br><br>csrc.nist.gov/publications/nistpubs/800-123/SP800-123.pdf<br><br>Implement a validation process within the current change control procedures to identify unauthorized modifications to systems in the environment to ensure that they remain configured as required by management. This validation process should be performed upon initial system build and at periodic intervals, and should not be performed by the employee who configured the changes to preserve the separation of duties principle. | Concur | Corey Quinn, Chief of Technology/Operations | In Progress | ITS will research the feasibility of removing the functionality outlined above, and include system hardening in the "ITS security procedure" document.<br><br>Update July 21, 2015: Reconfiguration or removal to be completed by March 31, 2016 pending upcoming organizational changes. | Per discussion with Corey Quinn, Director of Technology/Operations, and Atkins personnel, the recommendation is in process and is currently on track for completion by the scheduled due date. Reconfiguration or removal will be documented via sign-off by a performer and a reviewer. | Original: 3/31/16<br><br>Revised: 12/31/16 | Concur |

**Intelligent Transportation Systems Security Review**
**February 2015 Recommendations**
**Status of Recommendations**

| Internal Audit Recommendation | Management Response | Responsible Party | Management Status at September 30, 2015 | Management Verification / Explanation | Testing Results | Due Date | IA Evaluation of Management's Status |
|---|---|---|---|---|---|---|---|
| 9. Disable the services FTP, Telnet, and rlogin and use their secure alternatives SFTP (Secure File Transfer Protocol) and SSH (Secure Shell) 2.0. If disabling these services is not viable, consider applying compensating controls such as segmentation, Intrusion Prevention Systems, or Network Access Control technologies.<br><br>Additionally, because Rlogin can be configured to allow users to login without providing a password, ITS and CFX should review the deployment of Rlogin on all systems in the environment to ensure that this service is not configured in this manner. | Concur | Corey Quinn, Chief of Technology/Operations | In Progress | ITS will research the feasibility of removing the functionality outlined above, and include disabling insecure services in the "ITS security procedure" document (assuming this functionality is not needed).<br><br>Update July 21, 2015: Research complete. Documented business justification for necessary clear text protocols will be added to the security manual, and the remaining items will be removed by April 30, 2016. | Per discussion with Corey Quinn, Director of Technology/Operations, and Atkins personnel, the recommendation is in process and is currently on track for completion by the scheduled due date. Justification or removal will be documented via sign-off by a performer and a reviewer. | 4/30/16 | Concur |
| 10. Change the community strings of all devices within the network from the default values to avoid the possibility of unwanted information leakage or configuration changes. Additionally, disable legacy versions of SNMP (Versions 1 and 2), and utilize the current version of SNMP (Version 3). | Concur | Corey Quinn, Chief of Technology/Operations | In Progress | ITS will develop a plan to modify the default SNMP strings in the environment.<br><br>Update July 21, 2015: Research complete. Documented business justification for necessary SNMP strings will be added to the security manual, and the remaining items will be removed by July 31, 2016. | Per discussion with Corey Quinn, Director of Technology/Operations, and Atkins personnel, the recommendation is in process and is currently on track for completion by the scheduled due date. Justification or removal will be documented via sign-off by a performer and a reviewer. | 7/31/16 | Concur |
| 11. Leverage CFX dual-factor technology for all ITS contractors who need to connect to the ITS network remotely. | Concur | Corey Quinn, Chief of Technology/Operations | In Progress (Past Due) | ITS will discuss adding contractors and those who need to connect to the ITS environment through the CFX technology with the CFX IT group.<br><br>Update July 21, 2015: ITS will deploy trial with Atkins personnel to test the impact to personnel responsible for provisioning accounts by August 31, 2015. | Per discussion with Corey Quinn, Director of Technology/Operations, and Rene Rodrigue, Director of IT, the RSA keys necessary to implement the recommendation have been purchased and have been deployed to a majority of the contractors. Contractors are required to sign an agreement stating they have reviewed the Authority's related policy documents, will report personnel changes and misplaced keys timely, and will compensate the Authority for the cost of any lost or stolen keys. Internal Audit obtained an example of the signed agreement for one contractor as evidence that the RSA key was issued. Per discussion with Bryan Homayouni, Manager of Traffic Operations, there are five contractors that have not yet been issued an RSA key. ITS is working with IT to have these keys issued as soon as resource needs allow. | Original: 8/31/15<br><br>Revised: 12/31/15<br><br>Revised: 4/30/16 | Concur |
| 12. Test configurations changes for upgrading to TLS 1.2, deploying strong cipher suites, disabling SSL renegotiation and disabling compression. Should these configuration changes be successful without causing business disruption, deploy these changes to the environment. Generate new certificates for those that are self-signed, expired, have the wrong hostname, or have weak hashing algorithms. | Concur | Corey Quinn, Chief of Technology/Operations | In Progress (Past Due) | ITS will research the feasibility of removing the functionality outlined above (assuming this functionality is not needed), and move to TLS 1.2 (if supported by ITS systems).<br><br>Update July 21, 2015: SSL solution dependent on pending organizational changes. | Per discussion with Corey Quinn, Director of Technology/Operations, and Atkins personnel, the action plan was not completed by the original due date due to current Atkins workloads. We have revised the due date to provide more time for Atkins to complete the remaining research and implementation of changes. Upon completion, justification or removal will be documented via sign-off by a performer and a reviewer. | Original: 10/31/15<br><br>Revised: 5/31/16 | Concur |

**Intelligent Transportation Systems Security Review**
**February 2015 Recommendations**
**Status of Recommendations**

| Internal Audit Recommendation | Management Response | Responsible Party | Management Status at September 30, 2015 | Management Verification / Explanation | Testing Results | Due Date | IA Evaluation of Management's Status |
|---|---|---|---|---|---|---|---|
| 13. The Trace / Track method should be disabled or disallowed on identified web servers. Additionally, the PUT and/or DELETE method should be disabled or disallowed on identified web servers. ITS and CFX should also consider applying the principle of least privileges to these servers and remove all unnecessary HTTP Methods, unless there is a business critical need. | Concur | Corey Quinn, Chief of Technology/Operations | Complete | The system contractor (who administers this system) will be asked to research the feasibility of disabling this functionality when it is not being used, or find other functionality with less risk. | Per discussion with Corey Quinn, Director of Technology/Operations, and Atkins personnel, the trace / track method has been disabled on the identified web servers by the system contractor. Internal Audit obtained and reviewed the email correspondence between Atkins and the system contractor and noted the contractor confirmed via reply that the necessary changes were made, tested, and put into production on the web server. | 12/31/15 | Concur |

**Back Office Customer Call Center Review**
**May 2015 Recommendations**
**Status of Recommendations**

| Internal Audit Recommendation | Management Response | Responsible Party | Management Status at September 30, 2015 | Management Verification / Explanation | Testing Results | Due Date | IA Evaluation of Management's Status |
|---|---|---|---|---|---|---|---|
| There are opportunities to improve the prompts and messaging delivered to customers contacting the Authority by improving prompt and call treatment consistency and attempting to direct more callers to online servicing. The Authority should consider the points above and conduct a thorough evaluation of vector programming and IVR prompting during the implementation of the centralized back office contact center IVR platform to ensure consistent treatment and the use of EWT to inform callers of high wait times and reinforce the use of online or other servicing options. | Concur | Rene Rodrigue, Director of IT | In Progress | The Authority is in the process of procuring and implementing a new IVR system for E-PASS which will include back-up hardware, and the improvement recommendations will be taken to into account at that time. In addition, the Authority will provide the recommendations to the centralized back office contact center vendor for consideration during the development of any IVR technology, if the Authority were to agree to move forward with the centralized back office contact center. | Per discussion with Rene Rodrigue, Director of IT, the Authority is in the design and testing phase for the new IVR system. The improvement recommendations will be evaluated throughout the process and the recommendation is on track for completion by the scheduled due date. | 6/30/16 | Concur |
| To improve the quality assurance process, the Authority should identify a standardized call flow for the types of calls handled by the call center and identify the specific behaviors and skills that should be measured within each segment of the call. This process would enhance the quality assurance process to allow for specific guidance to CSR's and align quality criteria to measurable business goals and objectives (e.g. reduction of call handle time). | Concur | David Wynne, Director of Toll Operations | In Progress (Past Due) | The Authority will work with the third party call center vendor to revise the current quality assurance process to align with the call quality attributes to measure business objectives. | Per discussion with David Wynne, Director of Toll Operations, with the recent turnover in the call center vendor, the quality assurance process is currently under review. The new vendor plans to complete and provide to Internal Audit by 3/31/2016. | Original: 7/1/15<br>Revised: 11/30/15<br>Revised: 3/31/16 | Concur |
| The Authority should consider launching an E-PASS product and services website, independent of the corporate website, that would focus on the customer experience and E-PASS activity. An E-PASS focused website would allow customers to navigate the site with ease and would help to deflect customer service activities, such as making unpaid toll notice payment and account replenishments, to the website.<br><br>Also, call center agent training should also be considered to reinforce the importance of reminding customers to replenish their accounts and/or purchase a transponder in cases where an in-state customer is contacting the authority about a toll violation or citation. These improvements can deflect calls and reduce volume of calls received by the call center.<br><br>The Authority should also consider adding prompts to the treatment provided on the main number to route callers to the call center in order to limit the number of call center calls received by the receptionist. | Concur | 1. David Wynne, Director of Toll Operations, and Joann Chizlett, Director of IT<br><br>2. David Wynne, Director of Toll Operations<br><br>3. Joann Chizlett, Director of IT | In Progress (Past Due) | 1. The Director of Toll Operation and IT will schedule a meeting with the CFX Communication Department to discuss the recommendations to the website and evaluate which recommendation can be implemented.<br><br>2. The call center scripts will be updated to include a reminder to customers to replenish and/or purchase a transponder at the end of each call.<br><br>3. The Authority will consider adding prompts to the treatment provided on the main number to route callers to the call center in order to limit the number of call center calls received by the receptionist. | 1. Complete - Per discussion with David Wynne, Director of Toll Operations, and Joann Chizlett, Director of IT, additional hyperlinks were added to the Authority's website to improve ease of access to the E-PASS website. Internal Audit reviewed the updated website and noted links and pictures were added to direct users to the E-PASS website for UTN payment.<br><br>2. In Progress - Per discussion with David Wynne, Director of Toll Operations, with the recent turnover in the call center contractor, the call center scripts are still in development. The new contractor is helping Toll Operations to develop scripts and plans to complete the action plan by 3/31/2016.<br><br>3. Complete - Per discussion with David Wynne, Director of Toll Operations, and Joann Chizlett, Director of IT, the prompts have been added to the Authority's main number to route callers to the call center. Internal Audit performed a test call and noted three options were provided to the caller (UTN/UTC, E-PASS account, other calls). The prompts added will route calls regarding UTN/UTC and E-PASS accounts to the call center rather than directly to the receptionist. | 1. 8/1/15<br><br>2. Original: 6/1/15<br>Revised: 11/30/15<br>Revised: 3/31/16<br><br>3. 8/1/15 | Concur |

**Back Office Customer Call Center Review**
**May 2015 Recommendations**
**Status of Recommendations**

| Internal Audit Recommendation | Management Response | Responsible Party | Management Status at September 30, 2015 | Management Verification / Explanation | Testing Results | Due Date | IA Evaluation of Management's Status |
|---|---|---|---|---|---|---|---|
| The Authority should conduct further analysis to determine the percentage of inbound calling line ID's that can be linked to one or more existing accounts in the Authority's servicing applications. If this percentage is greater than 40-50%, this would indicate a substantial opportunity to automate inbound calls and thereby reduce overall handle times.<br><br>In addition, the Authority should consider developing and conducting agent training to enable agents to take control of inbound calls and identify the information needed to access the caller's notifications, citations, and/or the caller's account as efficiently as possible. | Concur | 1. David Wynne, Director of Toll Operations, and Rene Rodrigue, Director of IT<br><br>2. David Wynne, Director of Toll Operations | In Progress (Past Due) | 1. Further analysis will be conducted to determine the percentage of inbound calls associated with active customer accounts. Based on results of the analysis, The Authority will determine if it is feasible to incorporate call automation based on strategic direction as it relates to the deployment and CFX involvement in centralized back office contact center.<br><br>2. The third party call center vendor will provide refresher training on "Call Control" and incorporate "Call Control" techniques into new agent training. | 1. Complete - Per discussion with David Wynne, Director of Toll Operations, and Rafael Millan, Programmer Supervisor/Database Administrator, IT has completed the analysis of inbound calls to customer accounts. A list of phone numbers from actual calls to the Service Center was obtained by IT and loaded into the customer database. IT ran an SQL query to match the phone numbers in the list against the phone numbers registered for active EPASS accounts at the time of the query. There were 67,808 calls in the listing and 19,169 were linked to customer accounts (28%). As a result of this analysis, the IT department will not pursue call automation at this time, but may consider adding the feature in the future.<br><br>2. In Progress - Per discussion with David Wynne, Director of Toll Operations, with the recent turnover in the call center contractor, the call center training has not been completed. The new contractor plans to complete by 3/31/2016. | 1. Original: 7/1/15<br><br>Revised: 11/30/15<br><br>2. Original: 8/1/1/5<br><br>Revised: 11/30/15<br><br>Revised: 3/31/16 | Concur |

**COSO Framework Governance Review**
**June 2015 Recommendations**
**Status of Recommendations**

| Internal Audit Recommendation | Management Response | Responsible Party | Management Status at September 30, 2015 | Management Verification / Explanation | Testing Results | Due Date | IA Evaluation of Management's Status |
|---|---|---|---|---|---|---|---|
| To incorporate leading practice, the Authority should perform an annual training needs assessment during the performance evaluation process to identify development opportunities throughout the organization.<br><br>The Authority should also develop an HR Training Request Form to document the business reason for each training, cost, attendees, and Human Resources approval. The addition of the form will formalize the oversight process for training requests and help ensure training expenditures align with business needs, goals, and budgetary restrictions. | Concur | Michelle Maikisch, Chief of Staff | In Progress (Past Due) | The Authority added discussions regarding training needs to the annual performance evaluation process. Performance evaluation forms were updated to request input on training needs from the employee and management.<br><br>The Authority will develop an HR Training Request Form as recommended and implement a review process to ensure training expenditures are approved and meet business objectives. | Per discussion with Michelle Maikisch, Chief of Staff, the necessary changes were made to the annual performance evaluation forms and the Human Resources department has a current objective to research and coordinate additional training for employees based on the feedback. Internal Audit obtained and reviewed the Performance Evaluation Form and related process documentation and determined a question was added to the form regarding areas where additional training may be needed. This component of the recommendation has been marked complete.<br><br>Staffing changes have delayed the implementation of the HR Training Request Form. Per discussion with Michelle Maikisch, Chief of Staff, the HR Training Request Form is in development and on track for completion by the revised due date. | Original: 12/31/15<br><br>Revised: 3/31/16 | Concur |
| The Authority should identify and update the desktop procedures for key processes within the IT and HR departments to include the appropriate level of detail. The Desktop Procedures should allow anyone generally competent for the position to perform the job duties. | Concur | Michelle Maikisch, Chief of Staff<br>Rene Rodrigue, Director of IT | In Progress (Past Due) | The Authority will identify and update the desktop procedures for key processes within the IT and HR departments to include the appropriate level of detail. | Per discussion with Rene Rodrigue, Director of IT, and Michelle Maikisch, Chief of Staff, staffing changes have delayed the completion of the action plans. Updates to procedures are in process and on track for completion by the revised due date for each department. | Original: 2/28/16<br><br>Revised: HR - 4/30/16 IT - 8/31/16 | Concur |

**Ethics Policy Compliance Review**
**June 2015 Recommendations**
**Status of Recommendations**

| Internal Audit Recommendation | Management Response | Responsible Party | Management Status at September 30, 2015 | Management Verification / Explanation | Testing Results | Due Date | IA Evaluation of Management's Status |
|---|---|---|---|---|---|---|---|
| 1. To improve the disclosure process and set clear expectations, the Authority should define and document instructions for completing the conflict of interest disclosure form, including the expectation that one form should be completed for the firm/company, guidance on answering questions geared toward an individual, and the objective of the Florida Statute requirement.<br><br>2. The Authority should consider automating the distribution and monitoring processes for the disclosure form through development of a Conflict of Interest Reporting portal on the company's website. The website can host the disclosure form, instructions, deadline, and supplemental information (corridor maps, ownership listings, etc.); allow users to upload the completed disclosure form; and facilitate tracking and retention of responses received. The Authority should consider centralizing the disclosure process by selecting one department to manage distribution and tracking of the disclosure forms. Based on the current structure of the Authority and the process in place, the Procurement Department would be well-equipped to distribute the notification to consultants to complete the disclosure form and track and retain responses.<br><br>3. The Authority should define and document consequences for consultants that do not return the completed conflict of interest disclosure form, including the penalties that may be imposed by the Authority. The Authority should consider withholding vendor payments if the consultant is not responsive to the Authority's request to complete the form, which is similar to the enforcement process in other areas of the organization. | Concur | 1. Joe Passiatore, General Counsel<br>2. Michelle Maikisch, Chief of Staff; Rene Rodrigue, Director of IT; Director of Procurement<br>3. Joe Passiatore, General Counsel | Not Done | 1. The Authority will define and document instructions for completing the conflict of interest disclosure form as recommended.<br>2. The Authority will develop a Conflict of Interest Reporting portal to automate the distribution and monitoring process for conflict of interest disclosure forms. The Authority will centralize the process to manage distribution and tracking of the disclosure forms to the Procurement Department.<br>3. The Authority will define and document consequences for consultants that are not responsive to the Authority's request to complete the disclosure form. | Per discussion with Joe Passiatore, General Counsel, and Michelle Maikisch, Chief of Staff, recommendations are in process and are currently on track for completion by the scheduled due date. CFX has a contractor (Evolve) designing and hosting the new CFX website. The recommendation was communicated to Michelle Maikisch, Chief of Staff, so that the contractor can include a page to host the ethics information on the new website. | 5/1/16 | Concur |
| The Authority's management and Board should review the previous discussions regarding the definition of "registered lobbyists" and determine if the current definition should be revised to better address the objectives of the Florida Statute. | Concur | Joe Passiatore, General Counsel | In Progress | The Authority will review previous Board discussions and discuss further, as needed, to determine if the registered lobbyist definition should be revised. | Per discussion with Joe Passiatore, General Counsel, the recommendation was discussed further with the Board during the 9/10/2015 Board Meeting and further research is currently being conducted based on the Board's recommendation.<br><br>Internal Audit obtained and reviewed the draft minutes from the 9/10/2015 Board meeting and noted the Board proposed setting up lobbyist registration at CFX rather than relying on Orange County and the City of Orlando registrations, as the groups that lobby CFX may differ. General Counsel was asked to research the proposal further and return to the Board with a recommendation. Per discussion with Joe Passiatore, General Counsel, the results of the research will be presented to the Board for final decision during the April 2016 Board meeting. | 5/1/16 | Concur |
| Board Members should sign an annual ethics certification to acknowledge their understanding and adherence to the Code of Ethics. This will exhibit the Authority's focus on the tone at the top.<br><br>Additionally, the Authority should consider notifying vendors when the Code of Ethics has been modified to ensure vendors are aware of any new compliance requirements. Vendors should reaffirm their understanding and compliance with the newly adopted Code of Ethics by signing a new Acknowledgement of Standard of Conduct and Code of Ethics. | Concur | Darleen Mazillo, Executive Assistant, and Director of Procurement | In Progress | The Authority will require Board members to certify their understanding and compliance with the Code of Ethics annually. Going forward, the Authority will notify vendors when the Code of Ethics is modified and require that each vendor sign a new Acknowledgement of Standard of Conduct and Code of Ethics. | Per discussion with Darleen Mazillo, Executive Assistant, the annual Board certification of understanding and compliance with the Code of Ethics has been added to the Board Checklists developed based on the 2015 COSO Governance Review recommendations. The checklists will help facilitate the annual certification from the Board members during 2016. As the process has been implemented, the action plan was marked as complete by Internal Audit.<br><br>Per discussion with Claude Miller, Director of Maintenance (previously Director of Procurement), the Procurement Department has accepted the responsibility for implementing the recommendation and put a process in place to send notification to vendors (contractors, consultants, and service providers) in the event that changes are made to the Code of Ethics. Based on the current research regarding lobbyist registration, changes may be made to the Code of Ethics over the next six months. Internal Audit will perform testing to validate this action plan after the update has been made. | 5/1/16 | Concur |

**Ethics Policy Compliance Review**
**June 2015 Recommendations**
**Status of Recommendations**

| Internal Audit Recommendation | Management Response | Responsible Party | Management Status at September 30, 2015 | Management Verification / Explanation | Testing Results | Due Date | IA Evaluation of Management's Status |
|---|---|---|---|---|---|---|---|
| The Authority should consider developing written "desktop" procedures that clearly define and document key aspects of the Authority's ethics activities, including:<br>- Conflict of interest disclosure process<br>- Training and ongoing education<br>- Compliance review process<br>- Penalties for violations | Concur | Joe Passiatore, General Counsel | In Progress | The Authority will develop written procedures to document the Authority's ethics activities and compliance monitoring processes. | Per discussion with Joe Passiatore, General Counsel, and Linda Lanosa, Deputy General Counsel, the recommendation is in process and on track for completion by the schedule due date. Internal Audit obtained and reviewed a draft of the written procedures and will provide comments and input prior to the document being finalized. | 5/1/16 | Concur |

**Contracts Audit**
**January 2016 Recommendations**
**Status of Recommendations**

| Internal Audit Recommendation | Management Response | Responsible Party | Management Status at January 15, 2016 | Management Verification / Explanation | Testing Results | Due Date | IA Evaluation of Management's Status |
|---|---|---|---|---|---|---|---|
| The Authority should utilize a vendor billing compliance checklist (similar to one employed for construction and engineering contracts) to allow for monitoring of the use of subcontractors. A listing of authorized subcontractors should be included in the checklist and the checklist should be used to track the approval of new. The contractor should also be required to submit a detail of the use of subcontractors with each vendor invoice. | Concur | Claude Miller, Director of Maintenance | In Progress (Past Due) | Contract Specialists within the maintenance department will implement the use of a "Subcontractor Status Report" as part of monthly checklist of contract requirement monitoring and require the vendor to provide the listing of subcontractors along with their monthly invoice. Additionally, the Contract Specialist will compare the listing provided against the subcontractor approval forms submitted to confirm compliance. The Contract Specialist will also maintain a spreadsheet of subcontractor use and seek Board approval if the amounts approach $25,000. | Staffing changes have delayed the implementation of the "Subcontractor Status Report" and subcontract tracking spreadsheet. Department management will ensure the new process is implemented by the revised due date. | Original: 2/1/2016<br>Revised: 4/1/16 | Concur |
| The Authority should implement a process for calculating and reviewing the retainage to be withheld after each MRP rating to ensure accuracy. Approval of the calculation should be documented and submitted to the finance department to ensure the retainage is properly reflect in the vendor payments. | Concur | Claude Miller, Director of Maintenance | Complete | The Authority will implement a secondary review process of the MRP retainage calculation before processing the retainage along with the final payments. Retainage calculated and withheld will be documented on the vendor's invoice with supporting documentation for finance's review upon processing. | Per discussion with Claude Miller, Director of Maintenance, the secondary review of the MRP retainage calculation has been implemented. A retainage calculation was performed by Steve Geiss, Sr. Roadway Inspector, for the second period of FY 2016. The calculation was reviewed by Claude Miller, Director of Maintenance. Internal Audit obtained and reviewed the calculation with physical sign-offs as evidence that the review process has been implemented. | Original: 3/1/2016 | Concur |
| The Authority should establish a procedure requiring Contract Management to prepare a checklist identifying key contract terms related to each contract. The contract manager should perform a detailed review of contract compliance at least annually and should reference the checklist to ensure vendors are in compliance with contract terms and conditions prior to releasing the last vendor payment of the year. | The Authority concurs and notes that less than six contracts within the Authority are subject to this type of bond. Most contracts require a bond at the commencement of the project. | Claude Miller, Director of Maintenance<br>Director of Procurement | Not Done | The Contract Specialists within the maintenance department will verify the amount of the surety bond complies with the contract requirements as part of the contract compliance checklist. In addition, the procurement department will prepare a secondary review of the compliance with the surety bond requirement. | Per discussion with Claude Miller, Director of Maintenance, recommendations are in process and are currently on track for completion by the scheduled due date. Internal Audit did not perform any testing. | Upon expiration of surety bond | Concur |
| The Authority should implement a process for the monitoring of the A.M. Best Ratings for insurance carriers utilized by vendors. A member of the Procurement Department should verify that the carrier's financial rating and size meets the contractual terms and confirm the rating and size of the carrier each time the vendor provides a new proof of insurance document. | Concur | Director of Procurement | Complete | Procurement Department personnel who requests insurance renewal information will verify the credit ratings and financial size category for each renewal received. | Per discussion with Claude Miller, Director of Maintenance (former Director of Procurement), the review of the credit rating information has been implemented. Internal Audit obtained and reviewed a recent insurance renewal and noted the credit rating and financial size category was reviewed for the insurance companies as evidenced by the A.M. Best Ratings attached to the insurance certificate. | Immediately | Concur |

**Bond Financing Review**
**January 2016 Recommendations**
**Status of Recommendations**

| Internal Audit Recommendation | Management Response | Responsible Party | Management Status at January 15, 2016 | Management Verification / Explanation | Testing Results | Due Date | IA Evaluation of Management's Status |
|---|---|---|---|---|---|---|---|
| CFX's Finance Department should comply with its Debt Policy and prepare and present the semi-annual debt reports to the Board. | Concur | Lisa Lumbard, CFO | Not Done | CFX will look into if the policy should be changed now that CFX's variable rate debt accounts for less than 19% of the portfolio. A report will be given to the Board at the next financial workshop. | Testing has not been performed for this item. The audit report was recently issued at the time of this follow-up. The outstanding action plan was sent as a reminder, but was not discussed further with management. | 4/1/16 | Concur |

# Central Florida Expressway Authority

## 2016 Toll Revenue Audit

**March 10, 2016**

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# Executive Summary

## Background

The Central Florida Expressway Authority ("the Authority") currently owns and operates 105 miles of roadway in Orange County. The roadways include 22 miles on State Road (SR) 408 (Spessard L. Holland East-West Expressway), 23 miles on SR 528 (Martin B. Andersen Beachline Expressway), 33 miles on SR 417 (Central Florida GreeneWay), 22 miles on SR 429 (Daniel Webster Western Beltway) and five miles on SR 414 (John Land Apopka Expressway).

In accordance with the FY 2016 Internal Audit Plan, Internal Audit reviewed and tested key controls of the two primary components of Toll Revenue in the Authority's Comprehensive Annual Financial Report: Cash Toll Collections and Electronic Toll Collections. For fiscal year ended June 30, 2015, Cash Toll Collections and Electronic Toll Collections were $76,830,000 and $274,097,000, respectively, for total combined revenue of $350,927,000. Electronic toll collections comprise approximately 78% of total toll revenue.

## Cash Toll Collections

The Authority operates 13 mainline toll plazas and 71 ramp toll plazas across its five major roadways. Each of the main toll plazas offer manned lanes, and most offer Automatic Coin Machines (ACM) lanes. Ramp toll plazas are not manned and cash collected at these plazas is limited to ACM lanes. The number of manned lanes and ACM lanes at each plaza vary based on traffic patterns, construction, and other factors influencing plaza operations.

The Authority engages a third party contractor, URS, to manage day-to-day operations and cash toll collections. The contractor is responsible for staffing the toll plazas, including hiring, training, and monitoring employees, all controls around the physical security of cash maintained at the plazas from the point of collection through the time of deposit, monitoring of the electronic tolling system, and the audit procedures to identify variances between tolls collected, expected revenue, and cash deposited. The third party contractor has been performing this function for the Authority since 1995 (under varying company names). The contract was rebid in 2005 and 2015 and awarded to URS. On-site management of the contract has remained greatly the same despite name and ownership changes.

## Electronic Toll Collections

Customers who utilize the Authority's roadways have the option of establishing a prepaid E-PASS account through the use of a transponder. Each time customers use a toll facility where E-PASS is accepted, an antenna at the toll plaza (Automatic Vehicle Identification, or "AVI") reads the transponder and identifies the customer's account. The appropriate toll is then electronically deducted from the prepaid account. The Authority has entered into interoperability agreements with other agencies that allow transponders maintained with the Florida Turnpike, Lee County, State of Georgia, and State of North Carolina to be utilized on the Authority's roadways. In addition, the Authority has interoperability agreements that allow E-PASS customers to use transponders in certain parking facilities in the Central Florida area, including the Orlando International Airport.


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# Executive Summary

## Electronic Toll Collections (cont.)

The day-to-day operations associated with E-PASS accounts are outsourced to a third party contractor, EGIS. The contractor is responsible for providing the personnel necessary to operate the E-PASS Customer Service Centers, including servicing customers and processing account maintenance through walk-in service centers, a call center, mail, email, fax and the E-PASS website. Operations include other back office activities and reconciliation activities.

## Upcoming Developments

*Geolocation Mobile Application*

The Authority is currently working with a third party to develop a mobile application ("app") to enable customer payment of tolls on its system. Visitors and customers without transponders will have the option to pay tolls electronically with the mobile app. Using geolocation technology, when the user approaches a toll booth, the app sends a notification alert to the user's smart phone asking whether to pay the toll. If the user approves the payment, an email will be sent to the user after the toll is deducted from the user's account.

The Authority has obtained the code for the application and based on recent testing, determined that the mobile app requires further development to remove some existing application defects. The application is currently undergoing extensive testing and rework to remove these defects. The tentative timeline to deploy the geolocation mobile app is Fall 2016.

*E-PASS Mobile Application*

The Authority currently has plans to develop a mobile application for customers in which customers may review current activity, manage transponders, etc. This will constitute a mobile application version of the functionality that is offered within the full E-PASS website and will likely be released after the geolocation mobile app.

*Transponder Replenishment and In-Lane Sales (TRAILS)*

Effective April 1, 2016, the Authority is developing a Transponder Replenishment and In-Lane Sales (TRAILS) system. Customers will be able to drive up to designated TRAILS lanes and purchase an electronic toll transponder and/or replenish an existing account. TRAILS will provide customers greater convenience to purchase or replenish a toll transponder. As this process is in development, it was not in-scope for the audit.

*Toll System Replacement*

The current toll system went live in 1994, and as part of the five year work plan at CFX, the toll system will be upgraded. Transcore is the prime contractor, and key components of lane and plaza assets will be replaced.


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# Executive Summary

## Objectives

The objectives of this audit were:

1. To review and test controls that exist to verify revenue data captured at the point of origin is completely and accurately recorded to the financial statements,
2. To review and test physical safeguarding controls that exist around cash (including the use of security and surveillance, data analytics, monitoring and reporting, and counts / other reconciling activities),
3. To review and test that controls in place around processing revenue adjustments to customer accounts are operating according to policy,
4. To review appropriate monitoring and measurements are in place to review toll revenue, and
5. To review the IT general controls around supporting systems and information technology that impacts the revenue process.

## Project Scope and Approach

Internal Audit evaluated key processes and controls over cash toll collections and electronic tolling collections. This included gathering information from Authority management and staff, and third party contractor management and staff within the following departments: Accounting and Finance, Operations, Information Technology, E-PASS Customer Service, and Plaza Operations. The toll revenue process is highly dependent on a number of systems; therefore, Information Technology general controls (ITGCs) around supporting systems were reviewed and tested.

ITGCs are intended to provide a foundation to support the operating effectiveness of application controls that support toll revenue collection processes and the accuracy and completeness of electronic audit evidence (e.g., system-generated reports). The systems and processes included as part of this component of the audit were selected based on the degree to which they impact or support the overall toll revenue process and include the following systems:

- **Advanced Revenue Collection System (ARCS)** – The ARCS database stores transactional data generated and transmitted by the respective toll plazas. For this database, IA tested the effectiveness of controls in place around Computer Operations (e.g., data backups, job scheduling, and batch processing).
- **Toll Revenue Information Management System (TRIMS)** – TRIMS supports customer service center operations including the maintenance of customer account information and processing of payments. For this system, IA tested the effectiveness of controls in place around logical security (i.e., access-based controls).
- **EDEN** – EDEN is the Authority's general ledger system developed by a third-party vendor, Tyler Technologies, Inc. For this application, IA tested the effectiveness of controls in place around logical security, computer operations, and change management.

After the revenue recognition process, the Authority has three monthly discount programs for its electronic toll collection customers using their E-PASS transponder on Authority roadways. For the testing period of July 1, 2015 – December 31, 2015, discounts of $9,479,319 (unaudited) totaled 6% of gross toll revenue $157,608,794 (unaudited) recorded over that same period. The discount programs were not in-scope for the audit.


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## Summary of Procedures Performed and Results

During audit testing of the key controls identified within the cash toll and electronic toll collection processes, a sample of detailed toll related data was reviewed and tested for completeness and accuracy, as applicable. The transactional data reviewed was for the period of July 1, 2015 through December 31, 2015.

Internal Audit reviewed and evaluated approximately 75 internal controls specific to cash toll collections, electronic toll collections, and the IT supporting systems. Overall, the results of this audit confirmed that numerous internal controls are in place and operating effectively and as intended. In addition, Internal Audit identified six (6) findings / opportunities that could potentially further strengthen the overall control environment. The table below provides an overview of these findings:

| Process | Observation Reference | Relative Priority |
|---|---|---|
| **1. Revenue Leakage** | | |
| a. AVI Revenue Reconciliation | 1 | *High* |
| b. Special Events Reimbursement | 2 | *Medium* |
| **2. Electronic Toll Collections** | | |
| a. Plaza Activity Monitoring | 3 | *Low* |
| **3. Cash Toll Collections** | | |
| a. Toll Attendant Performance Assessment | 4 | *Low* |
| **4. E-PASS Back Office** | | |
| a. Video Monitoring of Counting Room | 5 | *Low* |
| b. Terminated Employee Building Access | 6 | *Low* |


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# Detailed Observations

Revenue Leakage

Electronic Toll Collections

Cash Toll Collections

E-PASS Back Office

**Observation 1 – AVI Revenue Reconciliation**

***Relative Priority:* High**

Monthly, the Authority's Accounting & Finance department performs adjusting journal entries as part of the month-end reconciliation process to true-up the general ledger balance for total revenue earned. As part of the audit, Internal Audit identified that the December 2015 AVI revenue for the Airport Plaza was understated by $136,083 due to an error performing the month-end reconciliation and journal entries. The December 2015 AVI revenue reconciliation was reviewed by appropriate personnel; however, the error was not detected during the review process. The error appeared to result from a recent change in assigned responsibilities within the Accounting & Finance department.

**Recommendation**

There is an opportunity for the Authority to improve its documentation over the revenue reconciliation process. By creating a procedural document, Authority personnel will have a set of instructions to reference when performing the reconciliation of toll revenue, and a document to leverage when roles or responsibilities change within the accounting department. The procedural document should include detailed procedures for performing and reviewing the monthly revenue reconciliation. As a leading practice, the review procedures should be performed at a level of precision to include recalculation of the month-end journal entry for mathematical accuracy and a review of the final AVI revenue balance per Eden for agreement to the TRIMS Plaza Revenue Summary report.

**Management Response**

Management concurs.

**Management Action Plan**

Accounting and Finance Department will create a desktop procedure document with detailed steps for the performer and reviewer of the month-end journal entries and reconciliations related to toll revenue.

**Action Plan Owner/Due Date**

Michael Carlisle, Manager of Accounting and Finance / September 30, 2016



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# Detailed Observations

Revenue Leakage

Electronic Toll Collections

Cash Toll Collections

E-PASS Back Office

**Observation 2 – Special Events Reimbursement**

***Relative Priority:*** ***Medium***

Per the contract between the Authority and URS, the third party Toll Operations Contractor, URS is responsible for loss of revenue if lanes are not staffed according to the CFX approved staffing schedule. During the audit, Internal Audit identified two instances where the Authority was not reimbursed for loss of revenue when the lane was not staffed appropriately. In both instances, the lane was placed in Special Events mode due to an employee medical emergency or illness to allow traffic to pass through the cash toll lane. The Special Events mode was appropriately recorded on the Special Events report and appropriately provided to the Authority; however, the Authority's Accounting and Finance department did not file the request for reimbursement from URS. The total amount due to the Authority was approximately $136 for the two Special Events identified by Internal Audit. Although not a significant amount, opportunities exist to improve the process and procedures to prevent a more significant issue in the future.

**Recommendation**

A review of the Special Events Report should be included on the calendar/checklist of month-end procedures to ensure all Special Events are captured for billing to appropriate parties, including URS.

**Management Response**

Management concurs.

**Management Action Plan**

Accounting and Finance Department will add the review of the Special Events Report to the month-end calendar as recommended.

**Action Plan Owner/Due Date**

Michael Carlisle, Manager of Accounting and Finance / June 30, 2016



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# Detailed Observations

Revenue Leakage

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E-PASS Back Office

**Observation 3 – Plaza Activity Monitoring**

***Relative Priority: Low***

In accordance with the Central Florida Expressway Authority's Toll Operations Standard Operating Procedures (SOP), URS performs a review of the Plaza Activity Monitor at least every two hours to review the TRIMS system and to mitigate potential revenue loss due to equipment failure. This review is documented by the Toll Service Supervisor/Manager using a Lane Monitor Checklist. For one day tested, in six (6) of the 15 plazas reviewed, there were one or more instances where the review of the Plaza Activity Monitor was not documented within the two hour limit.

Per the contract between the Authority and URS, the third party Toll Operations Contractor, URS is responsible for loss of revenue if equipment failure is not reported to the System Hardware Maintenance Contractor within 2 hours. Therefore, the impact to the Authority if the procedure is not followed would be minimal as URS would reimburse the Authority for actual lost revenue determined by the system or an estimate of lost revenue based on historical data.

**Recommendation**

We recommend that the Authority and third party contractor consider eliminating the Lane Monitor Checklist as this is a non-essential report. The Lane Monitor Checklist is an internal document and functions primarily as a summary of the Plaza Activity Monitor detail. Instead, the contractor should consider a revision to their process such that the Toll Service Manager or Supervisor signs directly on the Plaza Activity Monitor sheets, which are date and time-stamped source documents and will suffice as evidence of plaza review. By eliminating the completion of a summary sheet, the Toll Service Managers or Supervisors can complete the documentation of this task more efficiently in addition to having more time to focus on other responsibilities.

**Management Response**

Management concurs.

**Management Action Plan**

URS has implemented the recommendation as of March 4, 2016.

**Action Plan Owner/Due Date**

Dan Goff, Project Director / Completed



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# Detailed Observations

Revenue Leakage

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E-PASS Back Office

**Observation 4 – Toll Attendant Performance Assessment**

***Relative Priority: Low***

In accordance with the Central Florida Expressway Authority's Toll Operations Standard Operating Procedures (SOP), Toll Service Managers (TSMs) monitor new hire performance via a 30-day Toll Attendant Performance Assessment (TAPA). A 60-day follow-up TAPA will be completed as needed.

Of the 20 selected Toll Service Attendants (TSAs) hired during the period July 1, 2015 through December 31, 2015, the following issues were identified:

- Fourteen (14) of the 30-day TAPAs were not completed within 30 days of the employees' hire date and were completed greater than two weeks late.
- Two (2) of the 30-day TAPAs could not be located.

If new hire performance evaluation and feedback is not being performed timely for TSAs and TSAs are not appropriately processing the various types of toll transactions, the potential likelihood of error and lost toll revenue that may not be caught timely is increased.

**Recommendation**

The URS Assistant Project Director recently created an Excel spreadsheet to track and monitor the status of TAPA due dates and required follow-up. We recommend that the Excel spreadsheet be provided to the appropriate TSM bi-monthly via email and that upcoming TAPA due dates be discussed during the bi-monthly Plaza Managers' meeting.

**Management Response**

The Toll Attendant Performance Assessment is a quality process designed as a tool to assess a TSA's knowledge of the job tasks associated with the position. The TAPA is not meant as a substitute for the semi-annual Employee Performance Evaluation process.

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# Detailed Observations

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**Observation 4 – Toll Attendant Performance Assessment**

***Relative Priority: Low***

**Management Action Plan**

On February 1, 2016 URS created an Excel spreadsheet to track the due date and the completion date for TAPAs. The spreadsheet will be shared with the Plaza Managers on the 15th and 30th of each month. In addition, the information will be reviewed at the bi-monthly Plaza Managers' meeting. Action Plan has been fully implemented as of March 1, 2016.

**Action Plan Owner/Due Date**

Dan Goff, Project Director / Completed



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# Detailed Observations

Revenue Leakage

Electronic Toll Collections

Cash Toll Collections

E-PASS Back Office

**Observation 5 – Video Monitoring of Counting Room**

***Relative Priority: Low***

All check, cash, money order transactions received via mail are processed in the back office mailroom or counting room located at the Authority's headquarters. To allow monitoring of the processing and handling of payments, the mailroom and the counting room are under video camera surveillance.

Based on inquiry of EGIS management and Authority IT personnel, camera surveillance is not being actively monitored by either party and the camera footage is not digitally stored and available for retrieval. The IT department indicated that the camera storage system became obsolete when the Authority upgraded to the Windows 7 operating system due to compatibility issues. Management was aware of the obsolete camera system and made a business decision to not upgrade the system at the time.

**Recommendation**

We recommend that the Authority purchase new surveillance equipment that is compatible with its current operating system and allows for 30 days storage of surveillance data, at minimum, for retrieval as needed. We recommend that footage be recorded in digital format and maintained for a period of at least two weeks to one month based on leading practices. Additionally, the Authority should consider assigning the responsibility of periodic monitoring of the security cameras to EGIS to be performed at least weekly in order to improve monitoring of the mailroom and counting room where checks, cash, and money orders get processed.

**Management Response**

Management concurs.

**Management Action Plan**

The Authority will procure and deploy the needed equipment and EGIS will perform monitoring of the cameras at least weekly. The procurement of the system will be included in an upcoming camera installation project

**Action Plan Owner/Due Date**

Fred Nieves, Manager of E-PASS & Plaza Operations / December 31, 2016



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# Detailed Observations

Revenue Leakage

Electronic Toll Collections

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E-PASS Back Office

**Observation 6 – Terminated Employee Building Access**

***Relative Priority: Low***

EGIS employees that work in the E-PASS Call Center and Violation Enforcement Section (VES) group are issued a unique badge and passcode for accessing the building and work area. Upon termination, it is the responsibility of the department manager to collect the terminated employee's badge and notify the IT Help Desk via an online ticket system that the employee's access rights should be terminated immediately. During testing, Internal Audit identified two (2) terminated employees with active badges and building access.

**Recommendation**

We recommend that an employee termination checklist be developed and distributed to all department managers. Department managers should complete the checklist, which should include procedures around collecting an employee's badge and notifying the Authority's IT department of the termination within a defined period of time (e.g. 3 days). The department manager should sign and date the checklist to indicate all termination procedures were completed. Additionally, the department manager should send the completed employee termination checklist to the EGIS HR Generalist or designee to sign and date the checklist as evidence of review.

**Management Response**

Management concurs.

**Management Action Plan**

EGIS will implement the recommendation once an HR Generalist is identified and hired.

**Action Plan Owner/Due Date**

Allie Braswell, Program Manager / December 31, 2016



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# Appendix: Risks Addressed

The following risks were identified and addressed by Internal Audit as part of testing the Authority's internal controls around toll revenue:

E-PASS and Accounting

- Unauthorized account adjustments/credits are made to E-PASS accounts resulting in potential lost revenue.
- E-PASS employees modify and make adjustments to their personal E-PASS accounts resulting in unauthorized adjustments and potential lost revenue.
- Non-revenue transponders are provided to customers without proper approval resulting in potential lost revenue.
- E-PASS personnel misappropriate E-PASS funds received in the mailroom or at the EPSC resulting in potential lost revenue.
- Unauthorized access to E-PASS customer account information including credit card and banking information.
- Badge access rights are not restricted from terminated employees in a timely manner resulting in theft or damage.
- Toll Revenue transactions are not accurate or recorded in the proper period.
- Revenue from interoperability agreements are not properly recorded resulting in loss of revenue.
- E-PASS transaction is cross read by the Automatic Vehicle Identification (AVI) reader in another lane.
- License plate images transmitted by the System Controller to the system are not converted properly and cannot be used resulting in lost revenue.
- Loop and/or treadle sensors malfunction and vehicle axle counts are inaccurate resulting in lost revenue.

Toll Plaza

- Toll Service Attendants (TSA) and/or Toll Service Supervisors (TSS) misappropriate toll collections resulting in lost revenue.
- Toll collections for a plaza are suspended without proper authorization or justification.
- Physical access to plaza counting room and safe room are not restricted resulting in lost revenue.
- Toll Service Attendants (TSAs) are not trained properly and/or timely resulting in inaccurate toll collection processing.
- Automatic Vehicle Identification (AVI), Manual Lane Terminal (MLT), Automatic Coin Machine (ACM), cameras, treadle and loop sensors malfunction resulting in lost revenue.
- Insufficient toll is collected for multi-axle vehicles passing through the staffed lane resulting in lost revenue.
- Transaction and financial data is lost due to equipment problems or damage resulting in misstated revenue.
- URS misappropriates (or miscalculates) toll collections and/or CFX Accounting does not properly reconcile URS's negative discrepancies resulting in lost revenue.


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# Central Florida Expressway Authority

## Right of Way Legal Counsel Procurement and Invoice Audit

**February 18, 2016**

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# Executive Summary

**Background**

During fiscal year 2012, Internal Audit performed an audit of the Central Florida Expressway Authority's Right of Way policies and procedures surrounding the procurement of parcels and the use of eminent domain. The 2012 audit included testing of land acquisitions taken from a population of 123 acquisitions for the John Land Apopka Expressway project, dating back to 2004, the last major road construction project undertaken by the Authority through the time of the last audit.

For the current Right of Way audit as outlined in the 2016 Internal Audit plan, Internal Audit reviewed the Authority's procurement of and use of legal counsel in Right of Way land acquisitions dating back to 2014 for the Wekiva Parkway, All Aboard Florida project, and Kelly Park Interchange project. More specifically, during this audit, Internal Audit reviewed the processes in place to procure Right of Way legal counsel, including the use of in-house and out-sourced legal counsel, and the processes in place for the review and evaluation of legal invoices and right of way costs.

As of February 2016, the Authority is currently using a blend of in-house legal counsel and outsourced legal counsel to manage the procurement of parcels of land. Also at this time, the Authority's Board is considering the need to hire additional in-house counsel, with at least part of the assigned responsibilities being to work on additional Right of Way acquisition. Within the next 12 months, the Authority expects to acquire an additional 100 parcels of land to support projects on State Roads 429 and 528.

Below is a summary of the allocation of work assigned to each Right of Way counsel for the projects in-scope as of the time of this audit.

- Winderweedle, Haines, Ward & Woodman, P.A. – 45 parcels for the Wekiva Parkway project (29 in litigation)
- Shutts & Bowen, LLP – 89 parcels for the Wekiva Parkway project (67 parcels in litigation)
- Lowndes, Drosdick, Doster, Kantor & Reed, P.A. – 4 parcels at the Kelly Park Interchange (all in litigation)
- Mateer Harbert, P.A. – 3 parcels on SR 528 (purchase agreements executed for all)
- In-house Deputy General Counsel – 10 parcels post Order of Taking (OT), which represents the formal filing of an eminent domain action by the Authority)

**Objectives**

The specific objectives of this audit were to:

(1) Perform a risk assessment of the Right of Way legal procurement and legal invoice review processes;
(2) Review the Authority's policies and procedures surrounding the procurement and invoice review processes;
(3) Identify the mixture of in-house versus outsourced legal counsel and obtain benchmark data around the use of outsourced legal counsel and the procurement process compared to local and industry practices;
(4) Conduct a trend analysis of appraised cost values versus the settlement cost of recent land purchases; and
(5) Conduct a trend analysis of land acquisition cost and the stage of settlement.

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# Executive Summary

**Project Scope and Approach**

The audit was performed using a phased audit approach as outlined below:

### Phase I – Risk Assessment and Process and Controls Review

Internal Audit performed a risk assessment to identify risks over the right of way legal counsel procurement and invoice review process. This included gathering information from the Authority's management and staff of the finance, procurement, and legal departments, as well as reviews of Board and Committee discussions.

Internal Audit subsequently reviewed the key processes and controls used to mitigate risks related to procuring external right of way legal counsel and approving invoices for payment. Key controls within each of these areas were identified and evaluated for design effectiveness. Details regarding the processes reviewed, controls walked through and observations are provided in the Summary of Audit Procedures.

### Phase II – Benchmarking the Authority's Right of Way Legal Counsel Procurement to Local Government and Industry Practices

Internal Audit performed procedures to gather data to benchmark the following Right of Way (ROW) processes to local and industry practices:

A. Mixture of in-house and outsourced legal counsel.
B. Request for Proposal (RFP) process and evaluation criteria for legal counsel.

To gather the information necessary to perform the benchmarking, Internal Audit interviewed staff members of the following counties and municipalities: Orange County, City of Orlando, Seminole County, Osceola County, and Lake County. In addition, Internal Audit interviewed staff of the following other tolling and transportation authorities: North Texas Tolling Authority, Harris County Tolling Authority, Hillsborough Expressway Authority, Miami Dade Expressway Authority, Florida Turnpike Enterprise, and North Carolina Turnpike Authority.

### Phase III – Data Analytics

Internal Audit performed limited data analytics to review right of way parcel acquisition settlement costs versus the appraised cost values (as obtained from Authority appraisals and owner appraisals), average legal and expert costs (based on fees paid) to acquire parcels, and the stage at which parcel acquisitions were settled. Data was obtained from Right of Way Committee minutes, Excel tracking files from outside legal counsel and Atkins (General Engineering Consultant), and the monthly TIFIA reports

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# Executive Summary

**Results: Phase I - Processes and Controls Review**

| Process | Procedures Performed / Key Areas Reviewed | Key Controls Identified* | Number of Observations | Observation Reference |
|---|---|---|---|---|
| Legal Invoice Review | Invoice Processing: review of billing rates, including expert fees and expenses, duplicate payments, and hours billed. | 3 | 1 | 2 |
| Monitoring of Parcel Acquisition | General Counsel, Deputy General Counsel, and ROW Committee activities to monitor direction, strategy, and performance. | 6 | 1 | 1 |
| Procurement | Project bidding (sealed bids and competitive sealed proposals) and bid awards: Authorization to bid, contracts reviewed by CFX's attorney's office, RFP documented and opened to the public, evaluation committee reviews bids, fee evaluation performed by Procurement Department and Evaluation Committee. | 11 | 0 | N/A |
| | **TOTAL:** | **20** | **2** | |

*A listing of key controls identified in the CFX Right of Way process is included in Appendix D.

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# Executive Summary

**Results: Phase II – Benchmarking**

| Process | Benchmarking Sources | Results |
|---|---|---|
| Mix of In-House vs Outsourced Counsel | • Counties and cities represented in the Authority's Board<br>• Other tolling and transportation authorities | A |
| Request for Proposal (RFP) Process and Evaluation Criteria | • Counties and cities represented in the Authority's Board<br>• Other tolling and transportation authorities | B |

**A** - Refer to Appendix A for additional information on size of legal department, counsel used for ROW, and other qualitative factors that make comparing CFX legal counsel to other entities a complex process.

For the projects in-scope as of the time of this audit, approximately 93% of parcels identified by the Authority for acquisition have been assigned to outside legal counsel. The following three factors drive the Authority's decision around using in-house versus out-sourced legal counsel for right of way land acquisition:

(1) Size of agency's legal staff,
(2) Size and scope of right of way acquisitions performed, and
(3) Level of complexity involved in the acquisition process (negotiated sale vs. eminent domain action).

The Authority will continue to need outside counsel to assist with complex acquisitions and to provide a more variable cost model to manage current spikes in right of way acquisition. However, based on a cost analysis prepared by the Authority's staff and presented to the Authority's Board during October 2015, there is opportunity to reduce costs for legal services through the hiring of an additional in-house resource. However, consideration should be given to use of an additional in-house resource if volume of right of way acquisition declines.

**B** - Refer to Appendix B for additional information on how the Authority's right of way counsel RFP evaluation metrics compare with the metric ranges provided by Orange County, City of Orlando, Seminole County, Osceola County and Lake County and the other similar tolling and transportation authorities that provided input.


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# Executive Summary

**Results: Phase III – Data Analytics**

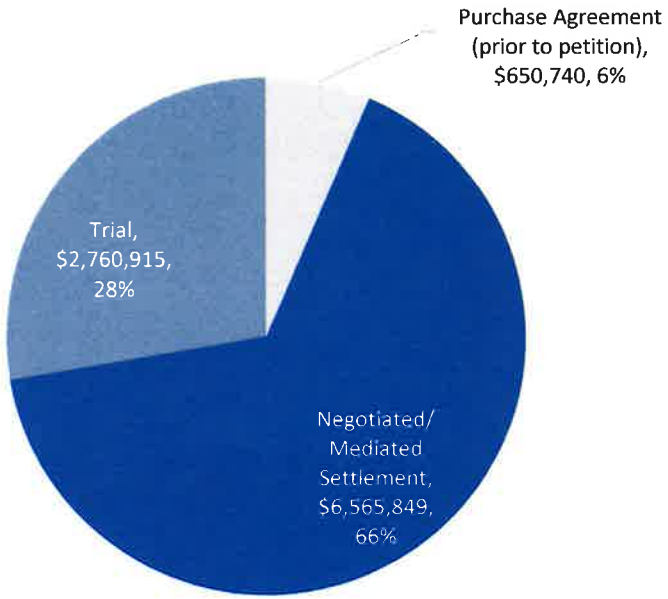
**Land & Owner Settlement Costs by Settlement Stage**

Dating from the start of the Wekiva Parkway Project, a total of 28 parcel acquisitions were sampled by Internal Audit and analyzed for a total "all-in" cost of $9,977,504 (inclusive of purchase price of parcels and owner legal and expert costs paid by the Authority, exclusive of CFX legal and expert fees) per unaudited data in the monthly TIFIA reports. Data regarding the stage at which parcel acquisitions were settled was obtained from the Right of Way Committee minutes dated May 13, 2014 through October 28, 2015. This data is unaudited and was used to classify parcels and the related land and owner legal costs for analytical purposes only.

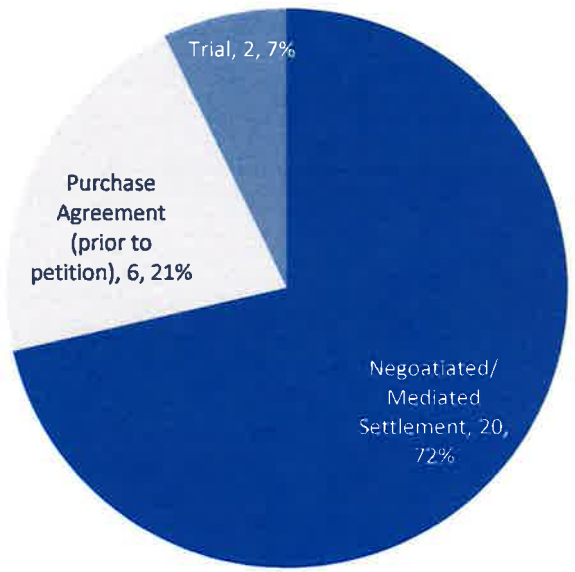
Based on data depicted below, the following key points were observed:

- The majority, or 66%, of parcels were acquired post OT through negotiated or mediated settlement, representing 72% of the dollars spent.
- Parcels settled through trial represented 7% of parcels acquired and 28% of dollars spent, demonstrating a higher cost of trials.
- As reflected by the data in the chart on page 8, on average, the highest legal and expert fees are incurred if a parcel goes to trial.

**Settlement Stage by Value**




**Settlement Stage by Number of Parcels**





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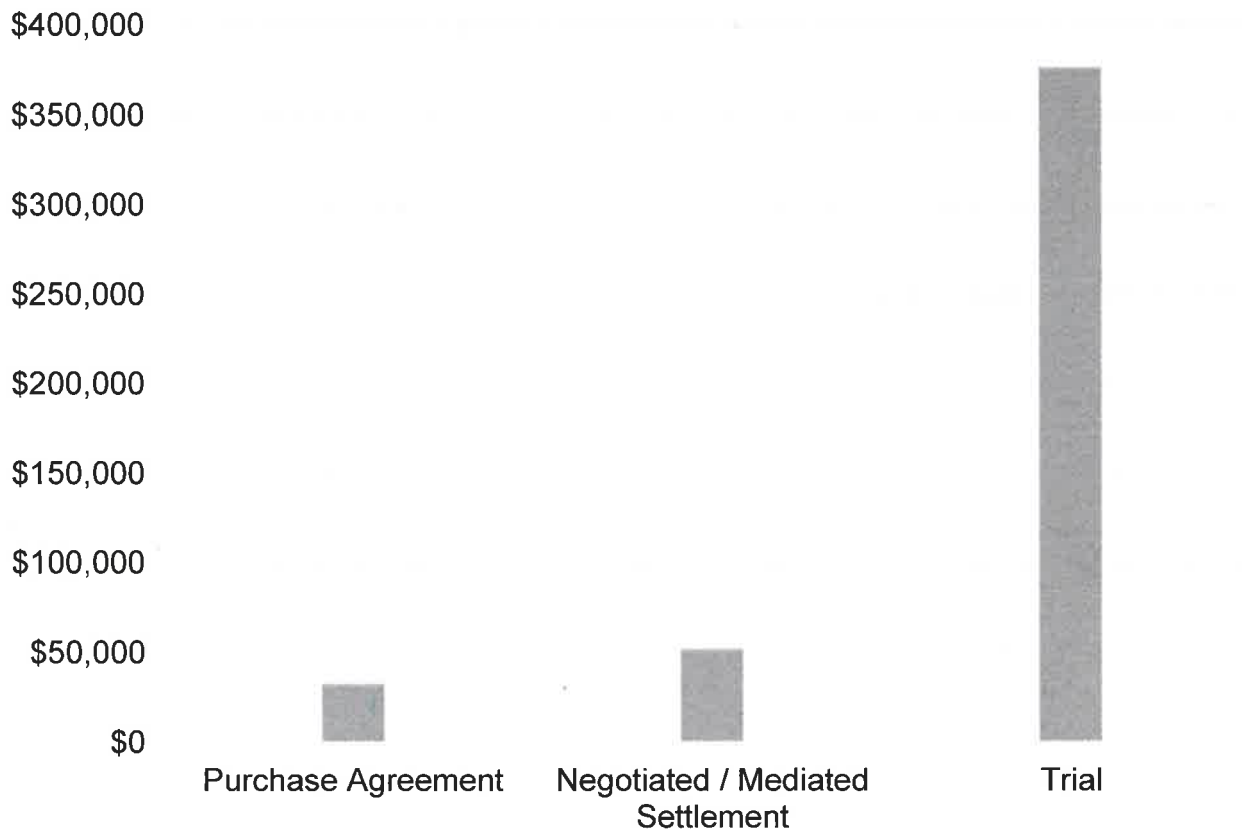
## Executive Summary

### Average CFX Legal and Expert Fees by Settlement Stage*




*Based on unaudited data taken from monthly TIFIA reports for the 28 parcels selected for the audit; does not include owner legal costs and expert fees.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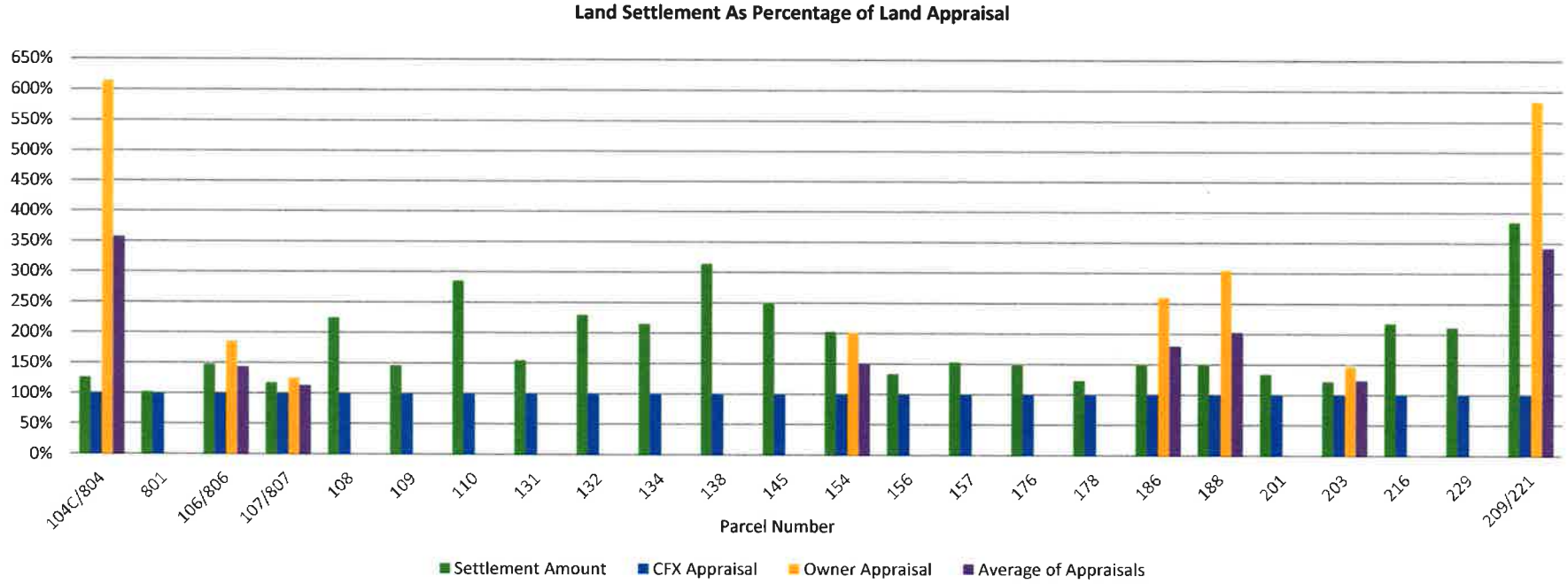
# Executive Summary

**Results – Data Analytics (continued)**

**Land Settlement Costs versus Appraisals**

The following unaudited data was obtained from the monthly TIFIA reports. Comparing the final land settlement cost to the Authority's appraisal and the owner's appraisal, as available and reportable, the data for several parcels acquired revealed large differences between appraised values and settlements. This chart does not include confidential information obtained orally during mediations, such as owner demands that could not be shared or reported. In three of the four cases depicted below where owner's appraisals were in excess of 200% over the Authority's appraised value, the Authority's final settlement costs were closer to the Authority's appraisals than the owner's appraisal. The fourth case depicted below (209/221) was a trial verdict.




- Outliers (i.e., Settlement amount exceeded 250% of the CFX appraisal or average appraisal if applicable) in the analysis were as follows:
  - Parcel 110 was a purchase agreement prior to eminent domain action. Based on the Right of Way Committee minutes related to this parcel, severance damages were explained to the Committee to rationalize the settlement amount. Reported land settlement cost above may account for other compensation to the owner that was not specifically negotiated and could not be reported separately.
  - Parcel 138 had a spread of $66,000 between the land appraisal of $33,000 and the land settlement of $96,000.
  - Parcels 209 and 221 were tried and purchase price was determined by jury verdict.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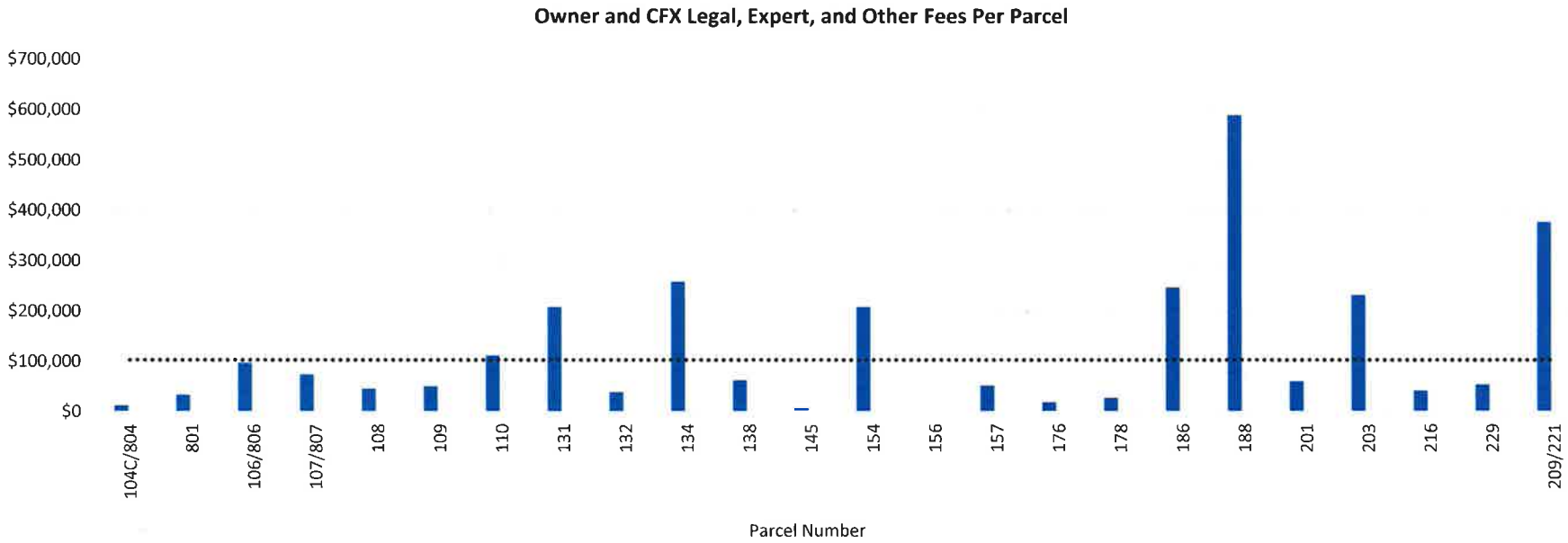
# Executive Summary

**Results – Data Analytics (continued)**




- For the in-scope sample, the average legal and expert fees paid per parcel was $104,168 as obtained from the monthly TIFIA reports.
- Outliers in the analysis were as follows:
  - Parcel 110 was a negotiated agreement prior to petition (eminent domain action).
  - Parcel 131 included two tenant claims.
  - Parcel 134 included relocation payments.
  - Parcel 154 included a business damage claim for two businesses on the property, relocation benefits, and the taking of three manufactured homes.
  - Parcel 186 involved a mediated settlement agreement.
  - Parcel 188 involved taking a residence with 10 acres. Multiple depositions were conducted and it was set for trial when settled. Additionally, there were multiple relocation issues related to this parcel which increased total fees.
  - Parcel 203 involved a business damage claim and involved the taking of a residence.
  - Parcels 209 and 221 were tried. Owner legal, expert, and other fees are not included in the amount above as they have not been paid by the Authority and are not yet included on the monthly TIFIA reports. Once paid, amount depicted above will increase.
- Parcel 156 attorney's fees/costs were billed to Project 202 General Matter. Because the attorney fee's/costs were blended into Project 202 General Matter for multiple parcels, the costs related to Parcel 156 were not included in the chart above.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# Detailed Observations – Processes and Controls

Legal Invoice Review

Monitoring of Parcel Acquisition

Procurement

**Observation 1 – Right of Way Recordkeeping**
***Relative Priority:*** ***Medium***

Based on Transportation Infrastructure Finance and Innovation Act (TIFIA) loan requirements, the Authority submits a monthly report of project costs to the Federal government and will be required to report final costs for the project in order to obtain the TIFIA loan funding. During the audit, we reviewed various sources of Right of Way data, including the Right of Way Committee minutes, Excel tracking files from outside legal counsel, and the monthly TIFIA reports, and identified multiple instances of inaccurate or inconsistent data between sources. Specifically, the TIFIA reports contained formula errors, data that was incorrectly rolled forward from month-to-month, in addition to classification issues for closed parcels that were listed as open. Of most concern were inaccuracies identified in the TIFIA reports that are designed to track project costs for later funding from the Federal government. There are multiple parties involved in creating and reviewing the TIFIA reports, including Legal Counsel and Finance personnel, which all input or review parts of the report. It is critical that the data in the TIFIA reports be kept complete and accurate for monitoring and reporting purposes. There is an opportunity to improve the quality and reliability of the data gathered for presentation in the TIFIA reports.

**Recommendation**
The Authority should formalize its quality assurance/quality control process by assigning a process owner(s) responsible for compiling TIFIA data, reconciling TIFIA data to source documents, and verifying the completeness and accuracy of the information included in the monthly TIFIA reports. Additionally, there is an opportunity to centralize Right of Way activity into one spreadsheet or database in order to minimize (or eliminate) the maintenance and monitoring of multiple sources of information.

**Management Response**
Management concurs.

*Continued on the following page....*


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# Detailed Observations – Processes and Controls

Legal Invoice Review

Monitoring of Parcel Acquisition

Procurement

**Observation 1 – Right of Way Recordkeeping**
***Relative Priority:*** ***Medium***

**Management Action Plan**
Initially, each Right of Way outside counsel or responsible party within the Authority will confirm the amount paid in the cumulative payments columns of the monthly TIFIA reports to ensure accuracy of the current spreadsheet. If there is a discrepancy identified, the responsible party will research and correct the discrepancy in the TIFIA reports. Going forward, each firm or responsible party will prepare a separate monthly TIFIA report summarizing the activity in the parcels assigned to that firm. The Accounting Department will audit the spreadsheets for accuracy using source documentation, which will be made available to the party responsible for performing the review of the spreadsheets.

**Action Plan Owner/Due Date**
Linda Lanosa, Deputy General Counsel / August 2016
Aneth Williams, Manager of Contract Compliance / August 2016


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# Detailed Observations – Processes and Controls

Legal Invoice Review

Monitoring of Parcel Acquisition

Procurement

**Observation 2 – Review of Legal Invoices**
***Relative Priority:* Low**

The Authority's General Counsel reviews invoices for fees billed by external Right of Way legal counsel for accuracy and compliance with contractual terms. Per the terms of the contracts, external legal counsel will not be reimbursed for expenses such as telecopy, local telephone, data processing, courier or other services that would be deemed to be part of the firm's overhead expenses. However, the firm will notify General Counsel of any large copy and print jobs in order for a determination to be made as to how the copying will be handled and expensed.

Internal Audit testing identified that one external Right of Way counsel billed the Authority for $1,440 in copy and printing charges without prior authorization by General Counsel. General Counsel reviewed and approved the invoices for payment; however, there was no evidence that the charges were approved prior to being invoiced.

In addition, supporting documentation is required to be provided by external legal counsel for direct costs incurred, such as court reporters and deposition transcripts. Internal Audit testing identified that one external Right of Way counsel billed the Authority for $1,135 in court reporters and courier costs. However, invoice support was not provided for these costs and the legal invoice was approved for payment.

**Recommendation**
The Legal Department should review the invoices for appropriateness and to (1) ensure that direct costs billed conform to authorized costs detailed in the contract, (2) supporting documentation is provided for direct costs, and (3) each expert invoice is reviewed and approved by external legal counsel. The Finance Department personnel should conduct a secondary review of invoices for supporting documentation and attorney approval while reviewing invoices for rates and personnel assigned.

*Continued on the following page....*


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# Detailed Observations – Processes and Controls

Legal Invoice Review

Monitoring of Parcel Acquisition

Procurement

**Observation 2 – Review of Legal Invoices (cont.)**

**Management Response**
Management concurs.

**Management Action Plan**
Legal Department will perform a review of invoices to (1) ensure that direct costs billed conform to authorized costs detailed in the contract and (2) supporting documentation is provided for direct costs.

In addition, the Finance Department will perform a secondary review of the invoices to include the direct costs, supporting documentation, and approval of the expert invoices.

**Action Plan Owner/Due Date**
Joe Passiatore, General Counsel / August 2016
Aneth Williams, Manager of Contract Compliance / August 2016


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# Appendix A – Right of Way Legal Counsel Benchmarking

**CFX as compared to the counties and cities represented on the Board:**

The following benchmarking charts are based on Internal Audit's discussion with members of various tolling authorities, cities and counties. The first chart is a comparison of CFX to other tolling and transportation authorities. The entities selected are a mixture of in-state and out-of-state authorities. The second chart is a comparison of CFX to local (i.e., in-state) cities and counties.

The information presented in the following charts is a broad comparison and is not intended to serve as a scorecard and should not be used to infer conclusions about an entity's legal department. There are numerous qualitative factors that make benchmarking CFX legal counsel to other entities complex. For instance, no two eminent domain cases are alike. Factors that may influence the amount of time and effort required for an eminent domain case, include but are not limited to: the type of taking (whole or partial), the type of property and its current/future use, and the number of owners and ownership interests (e.g., businesses, tenants, etc.). Additionally, another factor is the amount of time available before the acquisition deadline and whether it is possible to negotiate a voluntary purchase with the owner(s). Furthermore, the entity may be required to pay the owner(s) severance damages, relocation fees, and business damages.

Moreover, comparing the size of a legal department across different types of governmental entities is complex. Some entities primarily use in-house legal assistance, some entities use a mixture of in-house and outside counsel, and some primarily use outside counsel. Full-time equivalent (FTE) information, which would be a better representation of time spent by a legal department on eminent domain cases, was not available across entities. As such, the size of the legal department in the following benchmarking charts is presented in total and does not take into account the different types of legal matters that each entity's legal department may encounter (e.g., land use, general administrative issues, ordinances, building and zoning, corrections, etc.).

CFX has increased the use of eminent domain cases due to significant growth in Central Florida, the need for additional roadways, and specific deadlines mandated by the Transportation Infrastructure Finance and Innovation Act (TIFIA) loan that was used to help finance the roadway expansion. In comparison, CFX has increased usage of eminent domain cases whereas other governmental entities may not have experienced the same need for land acquisition through eminent domain.


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# Appendix A – Right of Way Legal Counsel Benchmarking (cont.)

**CFX as compared to other tolling and transportation authorities in the United States:**
The North Texas Tolling Authority and Harris County (Texas) Tolling Authority were selected based on the size similarity to CFX. Additionally, the Florida Turnpike Enterprise, Tampa Hillsborough Expressway and Miami Dade Expressway were selected because they are local (i.e., in-state) entities. The North Carolina Turnpike was selected as an additional comparison point although structure differs from CFX. North Carolina Turnpike is part of the North Carolina Department of Transportation (NCDOT), which is responsible for building, repairing and operating all roadways in North Carolina.

| | CFX | North Carolina Turnpike* | North Texas Tolling Authority | Harris County (Texas) Tolling Authority | Florida Turnpike Enterprise | Tampa Hillsborough Expressway | Miami Dade Expressway |
|---|---|---|---|---|---|---|---|
| **Size of Legal Department** | 2 | 31 | 2 | 2 | 1 | 1 | 2 |
| **Counsel Used** | Primarily Outsourced | In-House | Outsourced | In-House (unless litigation required) | In-House | In-House (unless litigation required) | Outsourced |
| **Qualitative Factors** | Extensive eminent domain litigation mainly through the use of outside counsel. TIFIA loan requirements require strict timelines for acquisition. | The North Carolina Turnpike is part of the NCDOT and conducts extensive ROW acquisition. Nineteen (19) attorneys assigned to ROW division. | No ROW acquisition currently. | Irregular ROW acquisition. Covered by County's legal department. Additionally, Harris County has a separate Right of Way department with 15 full-time staff members. | Extensive ROW acquisition. Agency is part of Florida Department of Transportation and utilizes their legal resources in addition to one resource on-staff. | Very few ROW parcels acquired and most acquired through negotiated settlement. | Beginning a large project, but irregular ROW acquisition in the past. Agency policy encouraging negotiated purchase. |

**The above data is based on unaudited information provided to Internal Audit by the agencies. Comparable agencies were judgmentally selected by Internal Audit during the planning phase of the audit.**


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# Appendix A – Right of Way Legal Counsel Benchmarking (cont.)

**CFX as compared to the counties and cities represented on the Board:**

In general, the Authority's decision to primarily outsource appears in line with the other county (Osceola) that is most similar to it in terms of size of legal department and spend. Lake County keeps ROW in house and has a legal department that is similar in size, but spend is significantly less than the Authority's and the complexity of acquisitions is less, as approximately 88% of parcels acquired through negotiated sale prior to eminent domain. The City and the counties with larger in-house staff tend to keep ROW acquisition in-house.

| | CFX | Osceola County | City of Orlando | Seminole County | Lake County | Orange County |
|---|---|---|---|---|---|---|
| **Size of Legal Department** | 2 | 4 | 30 | 13 | 3 | 16 |
| **Counsel Used for ROW** | Primarily Outsourced | Outsourced | In-House (unless litigation required) | In-House (unless litigation required) | In-House | In-House |
| **Qualitative Factors** | Extensive eminent domain litigation mainly through the use of outside counsel. TIFIA loan requirements require strict timelines for acquisition. | Very irregular and infrequent eminent domain. | Regular ROW acquisition, but filing eminent domain action is irregular. One of the attorneys in the City Attorney's Office has substantial eminent domain experience. Additionally, the City's legal department handles a variety of legal matters including police cases. | Infrequent ROW acquisition. | Approximately 20 parcels purchased annually. Approximately 3 parcels involved eminent domain action with no trials. | Few parcels acquired. |

**The above data is based on unaudited information provided to Internal Audit by the entities identified.**


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# Appendix B – Benchmarking of Evaluation Criteria – ROW Legal Counsel

| RFP EVALUATION METRIC USED (Evaluated over a total of 100 points) | CFX* | ORANGE COUNTY, CITY OF ORLANDO, OSCEOLA COUNTY, SEMINOLE COUNTY AND LAKE COUNTY | OTHER TOLLING AND TRANSPORTATION AUTHORITIES |
|---|---|---|---|
| Eminent Domain/Trial Experience | 25 | 20-45 | 30-90 |
| Local Staff Qualifications | 30 | 20 - 40 | 10 - 40 |
| Mitigation Approach | 25 | 20 - 25 | 20 - 30 |
| Cost Proposal | 15 | 20 - 25 | - |
| Minority/Women Business Enterprise Participation | - | 10 - 20 | 0 - 10 |

* The Authority's Scoring Metric was last used during the 2015 Right of Way RFP process.


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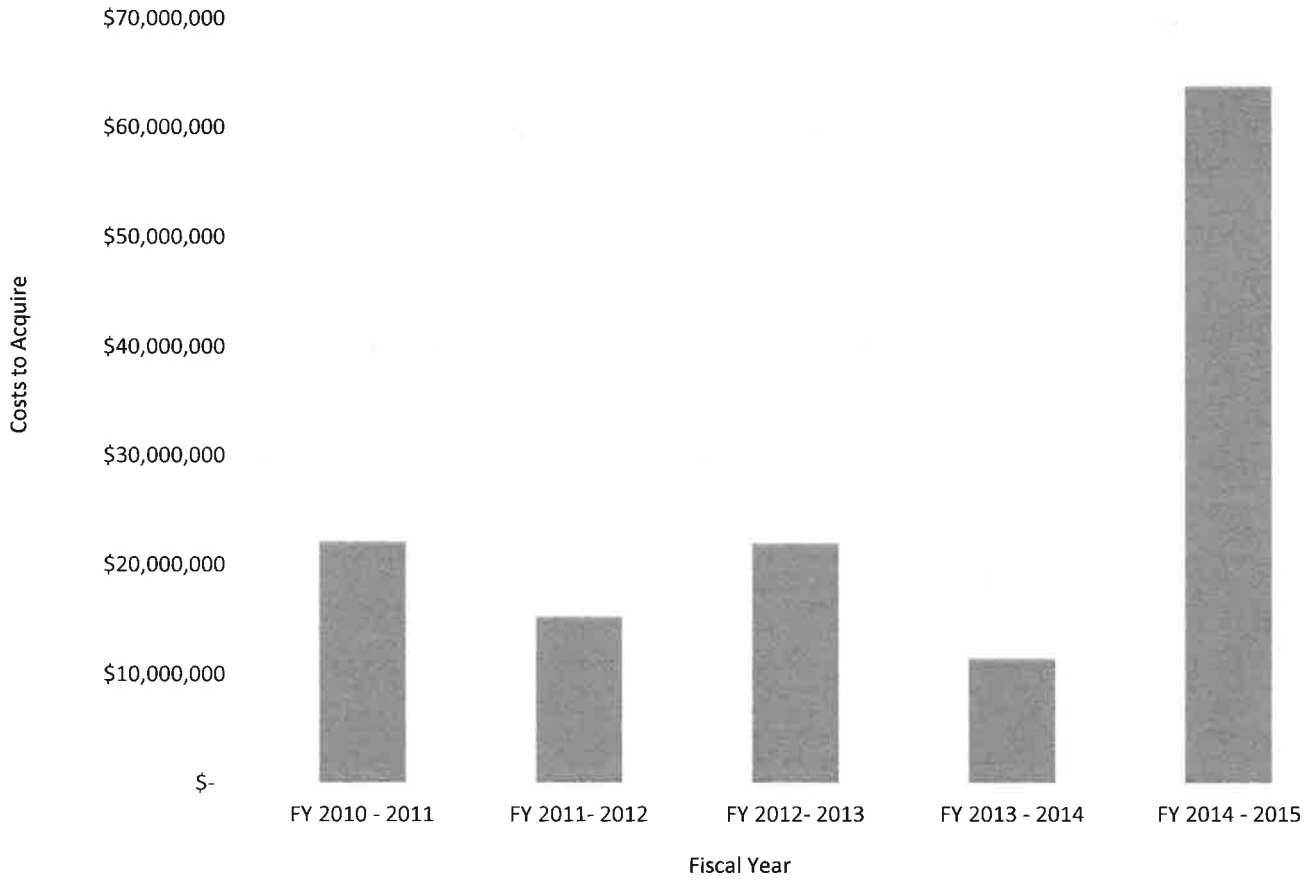
# Appendix C - ROW Acquisition Costs by Fiscal Year*

ROW acquisition costs include cost of the parcel, legal and expert fees of both owner and the Authority. The below data includes all spend from 2010 through 2015, including parcels for which Final Judgment has not been entered, but deposits have been paid in the amount of the Authority's appraisal and legal and expert fees for all parcels regardless of completion.




*As recorded by the Central Florida Expressway Authority in the Comprehensive Annual Financial Report (CAFR).



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# Appendix D – Key Controls

The following key controls were identified by Internal Audit as part of the Right of Way audit:

Legal Invoice Review

1. CFX reviews legal invoices and checks rates, description of services, and expenses billed before approving and processing for payment.
2. General Counsel reviews invoices for obvious duplication of tasks or high volume of hours.
3. General Counsel reviews invoices submitted by outsourced legal counsel for activities being billed and the appropriateness of billings related to the status and strategy of the case.

Monitoring of Parcel Acquisition

4. Deputy General Counsel receives and reviews legal filings of outsourced counsel.
5. ROW Committee must approve all ROW acquisitions settlements before the Board approves payment, with the exception of those cases decided at trial.
6. The Board provides the authorization to initiate eminent domain proceedings.
7. ROW Committee oversees and directs CFX delegation of authority to make offers, negotiate settlements, approve mediation and condemnation settlements.
8. ROW Legal Counsel is responsible for all legal matters pertaining to the property acquisition process, including but not limited to preparing, filing, and prosecuting eminent domain proceedings (upon approval of CFX).
9. ROW Legal Counsel, with oversight from General Counsel's office, is responsible for negotiating settlement agreements achieved after the filing of eminent domain proceedings, and will be responsible for securing approvals of such settlements, through the Right of Way Committee and Board.


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# Appendix D – Key Controls

The following key controls were identified by Internal Audit as part of the Right of Way audit:

Procurement

10. Requests for proposal (RFPs) require specific levels of experience for any firms applying and specifically related to the practice of eminent domain.
11. CFX has developed a Procurement Policy which is available online, as well as a Procurement Procedure Manual. The policy is reviewed and updated at least every two years, and the Procurement Procedure Manual is updated annually.
12. CFX's Procurement Policy and Procurement Procedure Manual establishes a procurement authorization matrix which indicate the level of approval/authorization required at each threshold, as well as number of bids required for each process.
13. Shortlisted firms are interviewed and scored by the Committee members based on technical criteria.
14. Contracts for goods and services shall not exceed an initial term of five years. A renewal clause extending the term for up to five one-year periods may be provided.
15. Standard Authority forms for contracts, amendments, supplemental agreements, renewal and similar documents shall be developed and used whenever possible. It is recognized that, due to their specialized nature, agreements with other governmental agencies, certain services providers and financial institutions preclude the use of such standard documents by the General Counsel must be received prior to their execution.
16. The Authority uses a "Request for Proposal" process which details the work to be performed and qualifications required from responding firms.
17. It is typically the Authority's desire to obtain at least three competitive bids or proposals for each new project; however, it is not required. In the instances where less then three bids are received a document is completed by the Director of Procurement to document the award decision (if applicable).
18. Except for Emergency Purchases, all contracts, supplemental agreements, amendments, purchase orders and contract renewals obligating the Authority to an amount of $50,000 or more shall have the prior approval of the Authority's Board of Directors.
19. Members of the Authority's Evaluation Committee will be required to complete a disclosure form, in compliance with the Authority's Ethics Policy, identifying any potential conflict of interest and certifying that no outside relationship exists that would adversely affect the member's judgment while serving on the Committee.
20. Price proposals are opened by the Committee following the completion of the technical proposal scoring. A predefined scoring criteria is used to evaluate the price proposals and included in the Scoring Summary Form. The price scores are added to the technical scores for the final ranking based on points.


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# CONSENT AGENDA ITEM

# #14

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MEMORANDUM

TO: CFX Board Members

FROM: Jeff Tecau, Protiviti

DATE: April 28, 2016

SUBJECT: Internal Audit Reports

---

Attached, please find the 2017 Internal Audit Plan as reviewed and accepted by the Audit Committee on April 27, 2016.

The 2017 Internal Audit Plan was compiled through interviews with the Board and Authority staff. The results of the risk assessment discussions and collective insights obtained around risk trending, key changes in the organization, and key initiatives were used to develop and define a proposed listing of Internal Audit projects for 2017 to address key areas of focus. The final list of projects on the 2017 plan and the related budget allotments were discussed, selected, and approved by the Audit Committee on April 27, 2016.

Reviewed by: _____

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

# Internal Audit Plan
## For the Fiscal Year Ending June 30, 2017

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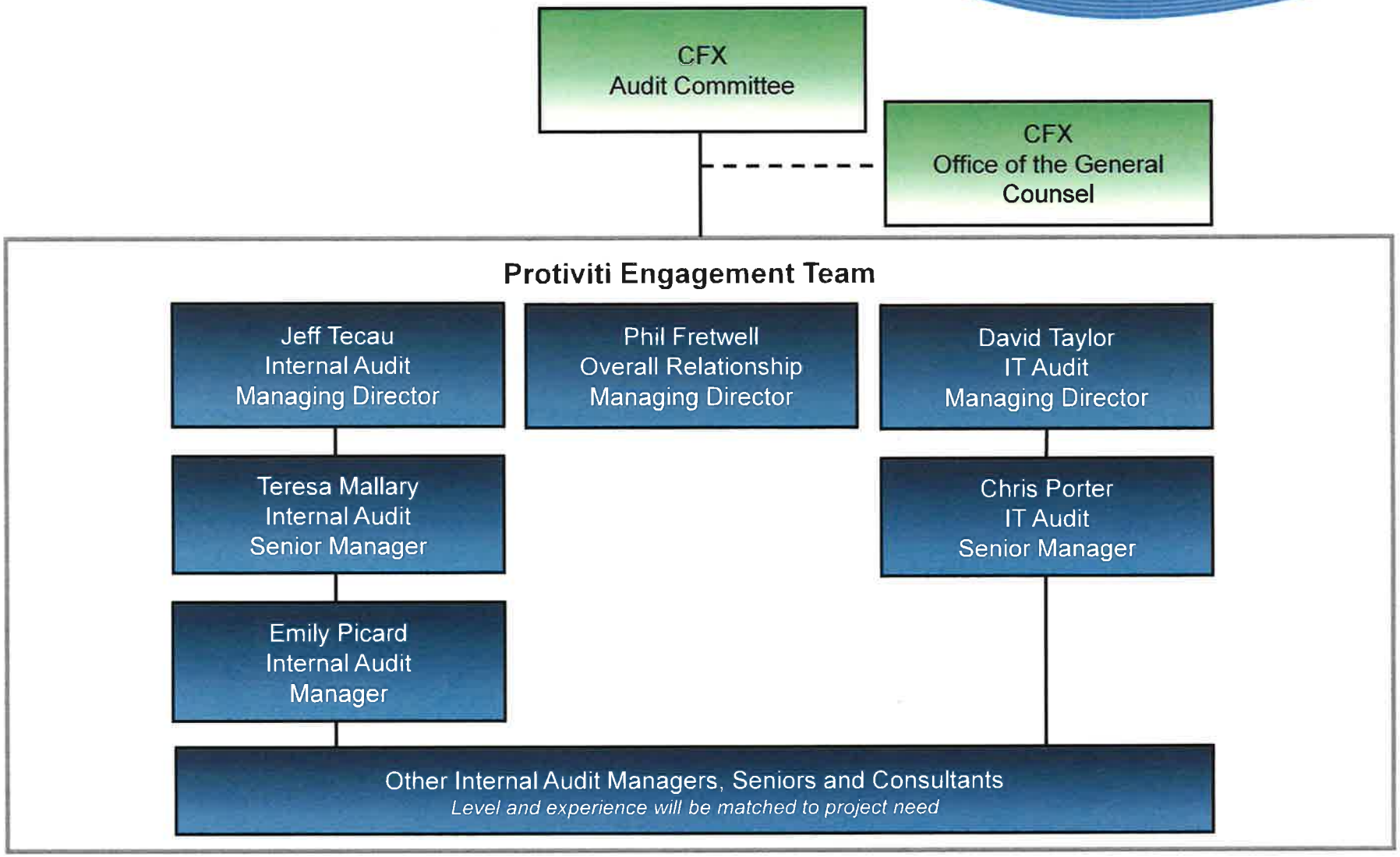
# Your Internal Audit Team

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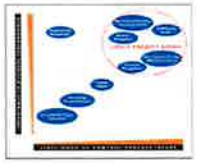
# Background

A risk assessment is a critical element of a high-quality Internal Audit department's responsibility and provides the opportunity to be "front and center" with senior leadership as a strategic partner in the review and management of key business risks. The objective of the fiscal 2017 risk assessment was to identify and prioritize key areas of risk within the Authority to consider in designing the fiscal 2017 Internal Audit plan. The approach utilized in conducting the fiscal 2017 risk assessment and in developing the fiscal 2017 Internal Audit plan is depicted below. Risk assessment results are included in Appendix B.

**Identify Key Areas of Risk to be Assessed**

-Confirm and update prior year risk areas based upon review of prior year work papers, audit results, and discussions with senior management and the Board
-Determine preliminary risk ratings based upon prior year results

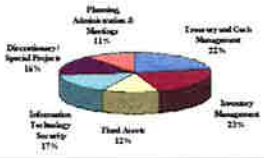


**Assess & Prioritize Areas of Risk**

-Conduct interviews with senior management and the Board to confirm and validate the current enterprise risk model to gain additional insight around risk trending, key changes in the organization, and key initiatives
-Aggregate and compile resulting information
-Provide a graphical representation of enterprise risks on a risk heat map to prioritize areas of risk

**Select Focus Areas**

- Evaluate the prioritized enterprise risks and management commentary to determine Internal Audit focus areas for fiscal year 2017
- Develop and define a preliminary listing of proposed Internal Audit projects to address the areas of focus



**Develop & Approve Audit Plan**

-Establish high-level scoping statements and levels of effort for proposed projects
-Finalize budget allotments and propose projects for Audit Committee approval
-Finalize proposed timing for selected projects
-Finalize Internal Audit plan and obtain Audit Committee approval

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# Interview List

The following thirty (30) individuals were interviewed to gather information to develop the fiscal year 2017 Internal Audit plan:

| Name | Title | Name | Title |
|---|---|---|---|
| Commissioner Welton Cadwell | Board Chairman | Joe Passiatore | General Counsel |
| Commissioner Scott Boyd | Board Vice-chairman | Linda Lanosa | Deputy General Counsel |
| Commissioner Brenda Carey | Board Secretary/Treasurer | Claude Miller | Director of Maintenance |
| Mayor Buddy Dyer | Board Member | David Wynne | Director of Toll Operations |
| Commissioner Fred Hawkins Jr. | Board Member | Ben Dreiling | Director of Construction |
| Mayor Teresa Jacobs | Board Member | Joann Chizlett | Director of IT Special Projects |
| Andria Herr | Board Member | Glenn Pressimone | Director of Engineering |
| Jay Madara | Board Member | Iranetta Dennis | Director of Supplier Diversity |
| S. Michael Scheeringa | Board Member | Rene Rodrigue | Director of Information Technology |
| Brian Battles | Audit Committee Chairman | Evelyn Wilson | Director of Human Resources |
| Laura Kelley | Executive Director | Michael Carlisle | Manager of Accounting and Finance |
| Joe Berenis | Chief of Infrastructure | Don Budnovich | Resident Engineer/Sr. Project Manager |
| Corey Quinn | Chief of Technology/Operations | Dan Goff | Vendor; AECOM Project Manager |
| Lisa Lumbard | Chief Financial Officer | Allie Braswell | Vendor; Egis EPASS Project Manager |
| Michelle Maikisch | Chief of Staff/Public Affairs | Brent Wilder | Vendor; PFM Financial Advisor |

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# Internal Audit Spend Benchmarks

There are several qualitative factors to consider when evaluating the level of Internal Audit resources. Below are statistics from the Institute of Internal Audit (IIA) 2015 Global Audit Information Network (GAIN) Benchmarking Study for the Transportation Industry to use as a starting point and key factors to consider, based on specific needs and circumstances.

| IIA Benchmark Size of Company | IIA Benchmark Average | CFX FY 2015 | IIA Benchmark Average Audit Staff | IIA Benchmark Average IA Cost as % of Revenue | Average Internal Audit Cost (Calculated) |
|---|---|---|---|---|---|
| Revenues < $500M | $382M | $359M | 3.80 | 0.1133% | $407K |
| Assets $1B - $5B | $2.74B | $4.4B | 7.19 | 0.0412% | $1.8M |

Average IA Spend

| Factors | Lowers Resource Need | Increases Resource Need |
|---|---|---|
| Number of Locations | Few locations | Significant number of locations |
| Degree of Centralization | Highly centralized | Decentralized |
| Control Environment | Strong internal control environment | Poor internal control environment |
| Maturity of Business Processes | Optimized processes | Ad-hoc processes |
| Audit Scope / Board & Mgt Needs | Limited scope | Expansive scope |
| Degree of Change in the Business | Low degree of change | High degree of change |
| Board's Risk Tolerance | High risk tolerance | Low risk tolerance |
| Regulations | Low | High |



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# 3 Year Internal Audit Plan

| Description | Frequency | Date Last Performed | Audit Plan Year 2017 | 2018 | 2019 |
|---|---|---|---|---|---|
| **Annual Internal Audits** | | | | | |
| Internal Audit Plan and Risk Assessment | Annual | 2016 | $ 25,000 | $ 25,000 | $ 25,000 |
| Board and Audit Committee Meetings | Annual | 2016 | $ 15,000 | $ 15,000 | $ 15,000 |
| Prior Year Recommendations: Semi-Annual Follow-up | Annual | 2016 | $ 12,000 | $ 12,000 | $ 12,000 |
| Procurement & Contract Billing Audits | Annual | 2016 | $ 40,000 | $ 40,000 | $ 40,000 |
| DHSMV Data Security Assessment | Annual | 2016 | $ 25,000 | $ 25,000 | $ 25,000 |
| Contingency for Special Project Requests | Annual | N/A | $ 25,000 | $ 25,000 | $ 25,000 |
| | | **Total** | $ 142,000 | $ 142,000 | $ 142,000 |
| **Cyclical Audits** | | | | | |
| Purchasing Spend Data Audit | 5 Year Cycle | 2010 | $ 35,000 | | |
| Accounting System Access and SOD Review | 5 Year Cycle | 2011 | $ 25,000 | | |
| Human Resources Process Review | 5 Year Cycle | 2011 | $ 25,000 | | |
| Business Continuity Management Review | 5 Year Cycle | N/A | $ 32,000 | | |
| Information Security Risk Assessment - Phase I | 3 Year Cycle | N/A | $ 25,000 | X | |
| Toll Violations and Toll-by-Plate Audit | 5 Year Cycle | 2012 | | X | |
| Ethics Policy Compliance Audit | 3 Year Cycle | 2015 | | X | |
| IT General Controls Review | 3 Year Cycle | N/A | | X | |
| Bond Financing Review | 3 Year Cycle | 2016 | | | X |
| Toll Revenue Audit | 3 Year Cycle | 2016 | | | X |
| Sensitive Data / Data Management Review | 5 Year Cycle | 2014 | | | X |
| Safety and Maintenance Policy and Procedures Compliance Audit | 5 Year Cycle | 2014 | | | X |
| PCard and Gas Card Audit | 5 Year Cycle | N/A | | | X |
| COSO 2013 Governance Review | 5 Year Cycle | 2015 | | | X |
| Right of Way Audit | 5 Year Cycle | 2016 | | | X |
| **As Needed Audits** | | | | | |
| Public Records Review | As Needed | N/A | $ 30,000 | | |
| Change Management Review – Tolling System Replacement | As Needed | 2016 - Phase I | $ 50,000 | | |
| Customer Service Center Performance Assessment | As Needed | 2015 | $ 48,000 | | |
| Call Center Staffing Model Development | As Needed | N/A | $ 15,000 | | |
| Vendor Security Review | As Needed | N/A | $ 48,000 | | |
| Discount/Rebate Program Audit | As Needed | N/A | $ 24,000 | | |
| Internal Penetration Test | As Needed | N/A | | X | |
| ISO 27001 Information Security Review | As Needed | N/A | | X | |
| Swaps Review | As Needed | N/A | | X | |
| TRAILS Program Review | As Needed | N/A | | X | |
| IT Service Management Review | As Needed | N/A | | | X |
| Customer Service Management and Lane Scheduling Review | As Needed | N/A | | | X |
| | | **Grand Total** | $ 499,000 | TBD | TBD |
| **PCI Assessment** | | | | | |
| PCI Assessment with Report on Compliance | Annual | 2015 | $ 65,000 | $ 65,000 | $ 65,000 |

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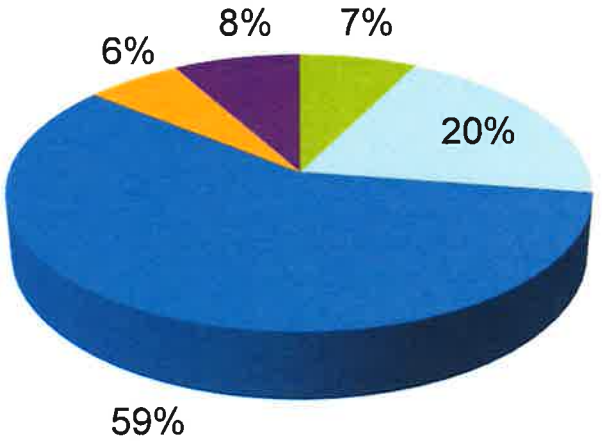
# FY 2017 Internal Audit Coverage

| | Budget Allocation | Frequency |
|---|---|---|
| **Strategic & Governance** | | |
| • Fiscal 2018 Internal Audit Plan and Risk Assessment | $25,000 | Annual |
| • Prior Audit Recommendations: Semi-Annual Follow-up | $12,000 | Annual |
| **Financial** | | |
| • Procurement & Contract Billing Audits | $40,000 | Annual |
| • Purchasing Spend Data Audit | $35,000 | 5 Year Cycle |
| • Accounting System Access and SOD Review | $25,000 | 5 Year Cycle |
| **Operations & IT** | | |
| • DHSMV Data Security Assessment | $25,000 | Annual |
| • Human Resources Process Review | $25,000 | 5 Year Cycle |
| • Business Continuity Management Review | $32,000 | 5 Year Cycle |
| • Information Security Risk Assessment – Phase I | $25,000 | 3 Year Cycle |
| • Change Management Review – Tolling System Replacement | $50,000 | As Needed |
| • Customer Service Center Performance Assessment | $48,000 | As Needed |
| • Call Center Staffing Model Development | $15,000 | As Needed |
| • Vendor Security Review | $48,000 | As Needed |
| • Discount/Rebate Program Audit | $24,000 | As Needed |
| **Regulatory & Compliance** | | |
| • Public Records Review | $30,000 | As Needed |
| **Other** | | |
| • Board and Audit Committee Meetings | $15,000 | Annual |
| • Contingency for Special Project Requests | $25,000 | Annual |
| **Total Internal Audit Budget** | **$499,000** | |
| PCI Assessment with Report on Compliance* | $65,000* | Annual |
| **GRAND TOTAL** | **$564,000** | |




* The PCI Assessment is a separate contract and is not included in the Internal Audit contract

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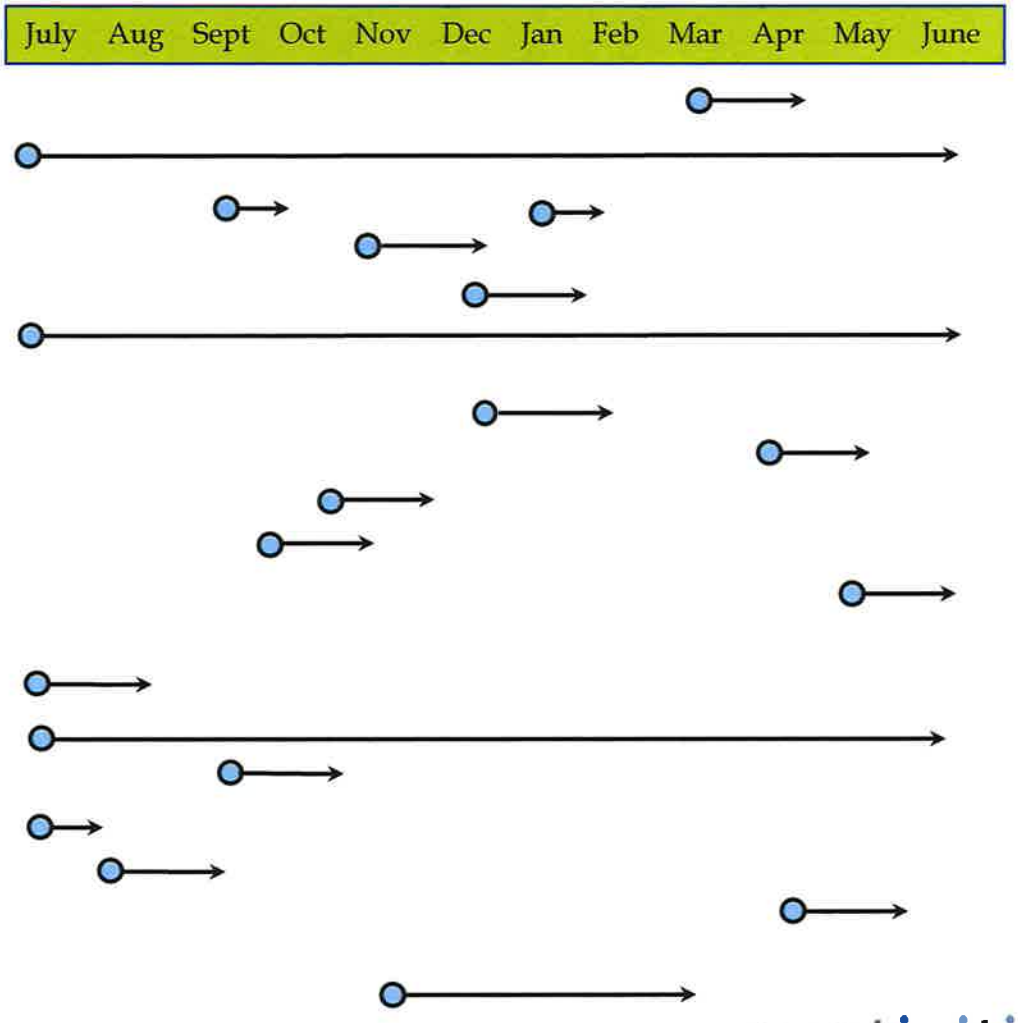
# Internal Audit Timeline

## FY 2017 Estimated Project Timeline




**Annual Audits**

1. Internal Audit Plan and Risk Assessment
2. Board and Audit Committee Meetings
3. Prior Audit Recommendations: Semi-Annual Follow-Up
4. Procurement & Contract Billing Audits
5. DHSMV Data Security Assessment
6. Contingency for Special Project Requests

**Cyclical Audits**

6. Purchasing Spend Data Audit
7. Accounting System and SOD Review
8. Human Resources Process Review
9. Business Continuity Management Review
10. Information Security Risk Assessment – Phase I

**As Needed Audits**

11. Public Records Review
12. Change Management Review – Tolling System Replacement
13. Customer Service Center Performance Assessment
14. Call Center Staffing Model Development
15. Vendor Security Review
16. Discount / Rebate Program Audit

**PCI Assessment**

17. PCI Assessment with Report on Compliance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# FY 2017 Internal Audit Project Descriptions

| # | Project | Project Description | Risks | Estimated Cost |
|---|---|---|---|---|
| 1 | **Internal Audit Plan and Risk Assessment** (Annual) | We will conduct a risk assessment to highlight the Authority's current year risk profile, to identify risk trends, and to form the foundation for the fiscal year 2017/2018 Internal Audit Plan. In addition, we will conduct the annual review of the completeness of the fraud risk universe and annual refresh of the fraud risk assessment. The information and findings will be utilized to develop the 2017/2018 Internal Audit plan, with a focus on addressing opportunities identified during the risk assessment process. | Strategic Planning<br>Fraud<br>Governance | $25,000 |
| 2 | **Board and Audit Committee Meetings** (Annual) | Protiviti will attend Board meetings and prepare for and present at all Audit Committee meetings during fiscal year 2017. This includes document preparation time and preparation time with management and the Audit Committee in advance of meetings. | Governance | $15,000 |
| 3 | **Prior Audit Recommendations: Semi-Annual Follow-up** (Annual) | This work will focus on semi-annual follow-up on the status of all OPEN action plans from prior year audits. In addition, internal audit will consider re-auditing closed recommendations for selected areas from prior year audits as requested by management or the Audit Committee. | Governance | $12,000 |
| 4 | **Procurement & Contract Billing Audits** (Annual) | This audit will encompass a selection of 2 or 3 large engineering, construction, maintenance, operations, or legal contracts on an annual, rotational basis, with the objective of verifying that internal controls are in place to ensure work performed under large contracts has been billed in accordance with contractual terms and conditions. The work will include testing pricing and hours worked for accuracy and validity, testing invoice approvals, testing vendor compliance with other contractual obligations, using data analytics to identify high risk vendors and/or change orders, and review of other key data points. | Contract Management<br>Contract Performance Reporting<br>Cost Containment<br>Procurement and Vendor Selection | $40,000 |
| 5 | **DHSMV Data Security Assessment** (Annual) | The objective of this assessment is to review internal controls for gaps in design related to the requirements set forth in the DHSMV Drivers License or Motor Vehicle Record Data Exchange Memorandum of Understanding (MOU), Section V – Safeguarding Information. | Cyber Security<br>Data Security | $25,000 |
| 6 | **Contingency for Special Project Requests** (Annual) | Contingency in Internal Audit budget for special project requests. | Various | $25,000 |
| 7 | **Purchasing Spend Data Audit** (Cyclical) | This review will focus on a 100% interrogation of spending data over a 3 year history to identify opportunities for recovery such as vendor overpayments, unused vendor credits, etc. We will use our proprietary tools to review the Authority's detailed spend data for areas of leakage and audit against contracts and other available information as red flags are identified. As a side benefit to any actual recoveries, we will also focus on identifying potential frauds, root causes and process improvement opportunities. | Cost Containment<br>Fraud<br>Procurement and Vendor Selection | $35,000 |

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# FY 2017 Internal Audit Project Descriptions

| # | Project | Project Description | Risks | Estimated Cost |
|---|---|---|---|---|
| 7 | **Accounting System Access and Segregation of Duties Review** (Cyclical) | The financial close and related accounting processes will be reviewed for appropriate segregation of duties among Authority personnel. Protiviti-developed tools will be leveraged to verify segregation for each key accounting cycle around the following: Physical custody of assets, adjustments to accounting records, approvals of accounting transactions, and review responsibilities. In addition, we will also review access rights within the Eden financial package to verify system access restrictions appropriately support segregation of duties and to identify segregation of duties conflicts within the system. We will recommend compensating monitoring controls to the extent necessary. | Financial Reporting<br>Fraud | $25,000 |
| 8 | **Human Resources Process Review** (Cyclical) | During the Human Resource Process review, we will evaluate the Human Resource process, policies, procedures and related internal controls. The review may include recruiting and hiring; training; performance evaluations; performance, reward, and recognition; and employee terminations. The HR process and controls will be reviewed for compliance with policies and comparison to leading HR practices. Lastly, the succession planning strategy will be reviewed and compared to leading practices. | Human Resources<br>Succession Planning | $25,000 |
| 9 | **Business Continuity Management Review** (Cyclical) | This review will focus on how the Authority manages Business Continuity, including IT Disaster Recovery plans and Crisis Management. The review will include an assessment of the documented plans as well as the foundational efforts that were performed to create them (such as a Business Impact Analysis). | Business Continuity | $32,000 |
| 10 | **Information Security Risk Assessment – Phase I** | Protiviti will conduct a risk assessment of CFX's IT function that will identify asset groupings within the environment and assign them a value so that Management may prioritize in what order to address risks posed to them. This value is based on the likelihood and potential impact of threats posed to these assets, the vulnerabilities they have, and the safeguards surrounding them. This project will be conducted in two phases, Phase I taking place in FY 2017. | Cyber Security<br>Data Security | $25,000 |
| 11 | **Public Records Review** (One-Time) | This review will focus on the Authority's records management processes and policies to comply with public records laws. Data retention surrounding electronic communications via email, mobile, and voice mail will also be reviewed to identify the technology needed to assist with capturing and retaining data from such communication. Additionally, we will review documentation retention schedules specific to document classification (different types must be kept for a different lengths of time) for consistency with rules established by the Florida Secretary of State. | Records Management | $30,000 |

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# FY 2017 Internal Audit Project Descriptions

| # | Project | Project Description | Risks | Estimated Cost |
|---|---|---|---|---|
| 12 | **Change Management Review –Tolling System Replacement** (One-Time) | The Authority is in the process of replacing the toll plaza collection system. An access control review will be conducted on the Law Enforcement Notification System ("LENS") component of this replacement. Additionally, network vulnerability scans may be conducted on systems that have completed Factory Acceptance Testing but have not been put into production. This will allow Internal Audit to identify potential vulnerabilities to systems prior to their deployment so they may be remediated. | IT Change Management<br>Toll Collections | $50,000 |
| 13 | **Customer Service Center Performance Assessment** (One-Time) | If the Authority does not move to a centralized customer contact center back office, Protiviti subject matter experts will conduct a re-audit of the contact center to follow-up on an audit conducted during fiscal 2015. A new vendor is overseeing the operation as of July 1, 2015. The re-audit will involve a deep-dive review of progress toward the implementation of each prior audit recommendation as well as a comparison of the new vendor's performance against benchmarks and other leading practices through silent observations of calls and statistical analysis to extrapolate results. | Back Office Consolidation<br>Cost Containment<br>Customer Satisfaction<br>Public Relations | $48,000 |
| 14 | **Call Center Staffing Model Development** (One-Time) | CFX has asked for assistance with an independent analysis of their call center staffing numbers and for help forecasting agent needs to assist them with managing their vendor contract and higher than normal call volumes that are exceeding their current contract limitations. | Cost Containment<br>Customer Satisfaction<br>Public Relations | $15,000 |
| 15 | **Vendor Security Review** (One-Time) | This review will assess the security of vendor IT connections that come into the Authority's environment, as well has the design and operating effectiveness of the security configurations and controls that surround the Authority's data within vendor's environments. | Cyber Security<br>Data Security | $48,000 |
| 16 | **Discount/Rebate Program Audit** | Given recent changes to provide more volume discounts to riders as a relief measure with the interstate construction project underway in addition to the new marketing initiatives underway, rebates and volume discounts continue to increase. This project would involve an audit of rebates and volume discount programs for completeness and accuracy and a review of the policies and procedures in place to manage the process. | Toll Collections<br>Toll Discounts/Rebates | $24,000 |

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# FY 2017 PCI Assessment

| # | Project | Project Description | Risks | Estimated Cost |
|---|---|---|---|---|
| 1 | **PCI Assessment with Report on Compliance** | This project will be to fully test the Authority's compliance with the PCI Data Security Standard, (PCI-DSS) version 3.1 and issue a Report on Compliance (ROC). The testing will cover all twelve sections of the PCI-DSS. | IT Security | $65,000 |


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# Appendix A
# Internal Audit Charter

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# Internal Audit Charter

## Central Florida Expressway Authority
## Fiscal 2017 Internal Audit Department Charter

**Proposed changes to Fiscal 2017 Internal Audit Charter are italicized*

**MISSION**
The mission of the internal audit department is to provide the Authority Board with unbiased, objective assessments of whether Expressway resources are responsibly and effectively managed to achieve intended results.

**PURPOSE**
Internal audit's purpose is to add value, improve operations, and enhance transparency. It helps the Expressway accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes.

**INDEPENDENCE**
The Internal Audit*or* is appointed by the Expressway Authority Board, and reports to them through the Audit Committee. The role of the Internal Auditor may be filled by an outside firm that provides internal audit services to the Expressway Authority on an outsourced basis. For administrative purposes, the Internal Auditor reports to the Office of the General Counsel. To ensure independence, the internal audit function has no direct responsibility or any authority over any of the activities or operation of the Expressway. *The Internal Auditor will exhibit the highest level of professional objectivity in gathering, evaluating, and communicating information about the activity or process being examined. The Internal Auditor will make a balanced assessment of all the relevant circumstances and not be unduly influenced by their own interests or by others in forming judgments.*

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# Internal Audit Charter

**AUTHORITY**

Everything the Expressway Authority does is subject to assessment by internal audit. Internal Audit shall have full, free, and unrestricted access to all activities, records, properties and personnel. The Internal Auditor shall have direct and independent access to the Audit Committee and individually to members of the Audit Committee. The internal audit department is authorized to allocate resources, set frequencies, select subjects, determine scopes of work for projects as approved by the Audit Committee, and apply the techniques required to accomplish audit objectives. In addition, the Internal Auditor may obtain the necessary assistance of personnel in units of the organization where they perform audits, as well as other specialized services from within or outside the organization, as approved by the Audit Committee.

**SCOPE**

Management is responsible for establishing and maintaining risk management, control, and governance processes. The scope of work of internal audit is to determine whether management's processes are adequate and functioning in a manner to ensure:

- Risks are appropriately identified and managed.
- Interaction with the various governance groups occurs as needed.
- Significant financial, managerial, and operating information is relevant, reliable and understandable.
- Employee actions comply with policies, standards, procedures, and applicable laws and regulations.
- Resources are acquired economically, used efficiently, and adequately protected.
- Programs, plans, and objectives are achieved.
- Quality and continuous improvement are fostered in control processes.
- Significant legislative or regulatory issues are recognized and addressed properly.

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# Internal Audit Charter

**RESPONSIBILITY**

The internal audit department's responsibility includes, but is not limited to:

- Develop a flexible annual audit plan using appropriate risk-based methodology, including any risks or control concerns identified by management, and submit that plan to the Audit Committee for review and approval.
- Implement the annual audit plan, as approved, including, and as appropriate, any special tasks or projects requested by management and the Audit Committee.
- Maintain a professional audit staff with sufficient knowledge, skills, experience, and professional certifications to meet the requirements of this Charter.
- Establish a quality assurance program by which the Internal Audit*or* assures the operation of internal auditing activities.
- Perform consulting services, beyond internal audit's assurance services, to assist management in meeting its objectives. Examples may include facilitation, process design, training, and advisory services.
- Evaluate and assess significant merging/consolidating functions and new or changing services, processes, operations, and control processes coincident with their development, implementation, and/or expansion.
- Issue periodic reports to the Audit Committee and management summarizing results of audit activities as well as results of internal and external assessments conducted in association with the Quality Assurance and Improvement Program.
- Keep the Audit Committee informed of emerging trends and successful practices in internal auditing.
- Provide a list of significant measurement goals and results to the Audit Committee.
- Assist in the investigation of significant suspected fraudulent activities within the organization and notify management and the Audit Committee of the results.
- Consider the scope of work of the external auditors and regulators, as appropriate, for the purpose of providing optimal audit coverage to the organization at a reasonable overall cost.

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# Internal Audit Charter

**STANDARDS *& PROFESSIONALISM***

Internal audit shall comply with the International Standards for the Professional Practice of Internal Auditing of The Institute of Internal Auditors. Consistent with the IIA Standards, internal audit recognizes the mandatory nature of the Definition of Internal Auditing, the Code of Ethics, and the IIA Standards. *In addition, the internal audit activity will adhere to the Expressway's relevant policies and procedures and the internal audit activity's standard operating procedures manual.*

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# Appendix B
# Enterprise Risk Assessment

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# Enterprise Risk Assessment

To assist with the development of the fiscal 2017 Internal Audit Plan, Internal Audit used prior years' risk models and risk trending data as the starting point for discussions with the Board and management. Internal Audit asked the Board and management to consider the current business environment, critical business initiatives, and prior year audit results to provide input on which risks warranted the most focus in today's environment. In addition, management was asked to identify any new risks that may not have been considered in past years for inclusion in the current risk model.

Internal Audit utilized the aggregated input obtained during interviews with the Board and management and from risk surveys of management to develop a list of potential internal audit projects for fiscal 2017, with the objective being to help the Audit Committee and management mitigate areas of highest residual risk, monitor areas of high inherent risk, or to mitigate areas where risks are trending higher.

Risk is defined as follows:

**Risk:**

- Is the possibility of an event occurring that will have a negative impact on the achievement of goals and objectives and could also include the cost of missing an opportunity.

**Inherent Risk:**

- Is the amount of risk to the business given the environment in which it operates, without considering the application of controls. The risks identified on the following page represent the risk areas deemed most important for the Authority to manage and control in order to achieve its goals and objectives.

**Residual Risk:**

- Is the amount of risk remaining after the application of management controls. Residual risk was judgmentally considered for purposes of this fiscal 2017 audit plan in the selection of potential projects for inclusion in the plan. The results of the residual risk assessment are depicted via the Enterprise Risk Map on the following pages.

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# CFX Risk Model

| | | | |
|---|---|---|---|
| **Strategic & Governance** | - **Strategic Planning** | - Organization Structure | - **Succession Planning** |
| | - Regulatory Changes | - Statewide Interoperability | - Access to Capital |
| | - **Governance** | - Political Environment | - Ethical Compliance |
| | - Communication | - Leadership | - Outsourcing |
| | - **Back Office Consolidation** | - National Interoperability | - Toll Rate Management |
| | - **Public Relations** | - Asset & Liability Transfer Risk* | |
| **Financial** | - **Financial Reporting** | - **Contract Performance Reporting** | |
| | - **Cost Containment** | - **Procurement and Vendor Selection** | |
| | - Management Performance Reporting | - Right of Way | |
| | - **Fraud** | - Cash Handling | |
| | - Bond Financing / Covenant Compliance | - Treasury and Liquidity Management | |
| | - Swap Pricing* | | |
| **Operations & IT** | - Toll Violations | - **IT Infrastructure / Business Continuity** | |
| | - **Toll Collections** | - **Cyber Security*** | |
| | - **Data Security*** | - **Toll Discounts/Rebates*** | |
| | - IT Applications | - **IT Change Management** | |
| | - **Human Resources** | - Insurance Coverage | |
| | - **Customer Satisfaction** | | |
| **Regulatory & Compliance** | - Maintenance & Safety | - **Contract Management** | |
| | - **Records Management** | | |

* Represents new risks added for FY 2017. **Bold** represents risks addressed by FY 2017 Internal Audit plan.

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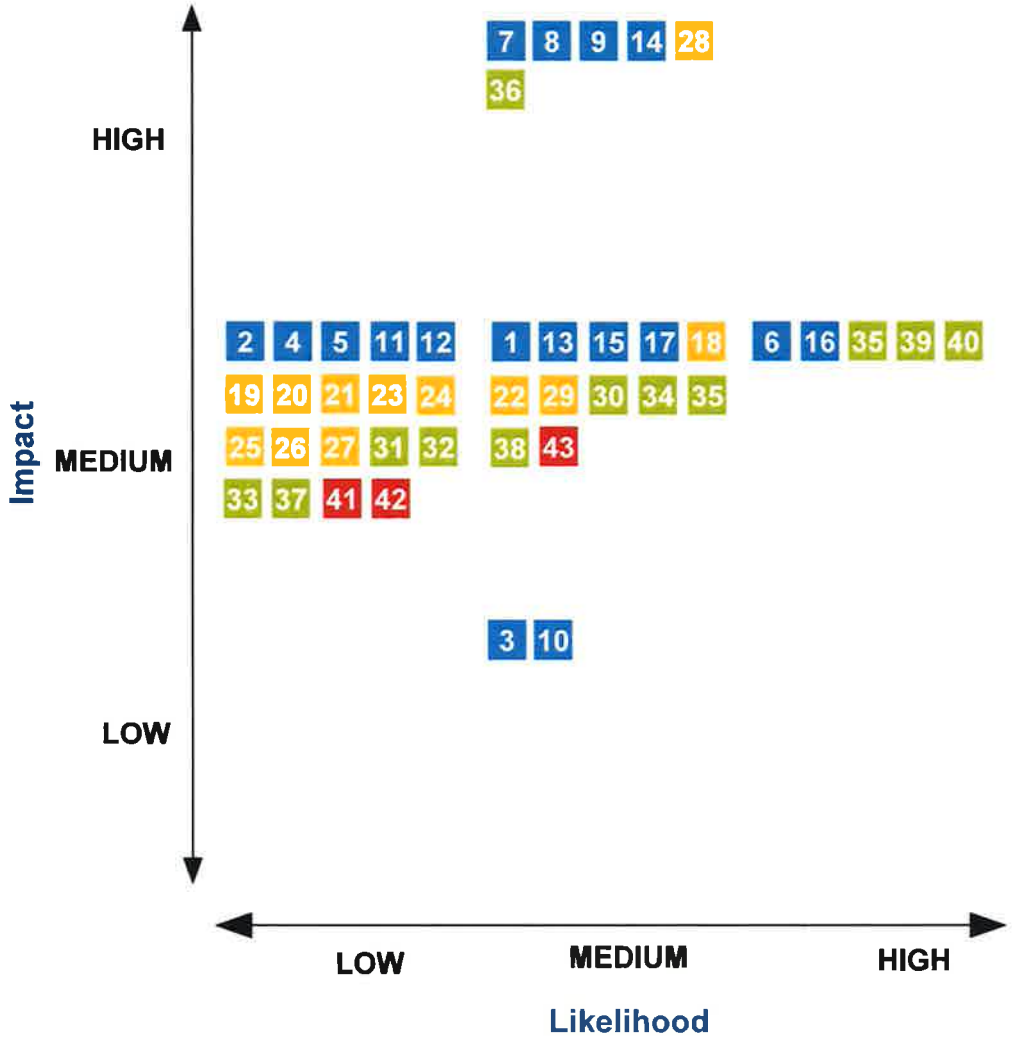
# Enterprise Risk Map – Residual Risk




**STRATEGIC & GOVERNANCE**

| | |
|---|---|
| 1 | Strategic Planning |
| 2 | Organization Structure |
| 3 | Succession Planning |
| 4 | Regulatory Changes |
| 5 | Access to Capital |
| 6 | Statewide Interoperability |
| 7 | Governance |
| 8 | Political Environment |
| 9 | Ethical Compliance |
| 10 | Communication |
| 11 | Leadership |
| 12 | Outsourcing |
| 13 | Public Relations |
| 14 | Back Office Consolidation |
| 15 | National Interoperability |
| 16 | Toll Rate Management |
| 17 | Asset & Liability Transfer Risk |

**OPERATIONS & IT**

| | |
|---|---|
| 30 | Toll Violations |
| 31 | Toll Collections |
| 32 | IT Application Controls |
| 33 | Human Resources |
| 34 | IT Infrastructure/Business Continuity |
| 35 | Cyber Security |
| 36 | IT Change Management |
| 37 | Insurance Coverage |
| 38 | Customer Satisfaction |
| 39 | Data Security |
| 40 | Toll Discounts/Rebates |

**REGULATORY & COMPLIANCE**

| | |
|---|---|
| 41 | Contract Management |
| 42 | Maintenance and Safety |
| 43 | Records Management |

**FINANCIAL**

| | |
|---|---|
| 18 | Bond Financing / Covenant Compliance |
| 19 | Fraud |
| 20 | Management Performance Reporting |
| 21 | Budgeting |
| 22 | Cost Containment |
| 23 | Treasury and Liquidity Management |
| 24 | Cash Handling |
| 25 | Procurement and Vendor Selection |
| 26 | Contract Performance Reporting |
| 27 | Financial Reporting |
| 28 | Right of Way |
| 29 | Swap Pricing |

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# Key Fraud Risks

As part of the Enterprise Risk Assessment, Internal Audit discussed potential fraud risk scenarios with management and the Board and identified the following potential fraud scenarios for consideration when executing FY 2017 Internal Audit work.

- Unauthorized / improper use of corporate credit cards / misuse of funds
- Awarding of work to related parties
- Bribery / kickback to award bids
- Management disclosure of confidential information during procurement
- Theft or misuse of confidential financial information
- Billing for work not performed or vendor overbillings
- Circumvention of procurement
- Selective disclosure to Board or public
- Earnings management
- Management override of controls
- Nepotism
- Use of confidential information for personal gain
- Solicitation
- Unauthorized adjustment of salary / wages
- Creation of ghost vendors or employees
- Manual journal entries
- Partner billings / payments
- Adjustment to customer accounts
- Theft of cash
- Toll violations
- Counterfeit cash
- Price fixing
- Bid rigging
- Off contract agreements
- Payment of false invoices / invoices do not match contract terms
- Misuse of company assets / theft of company assets
- Falsification of hours worked
- Theft / forgery of payroll or blank checks

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# Appendix C
# Other Potential Audits

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# Other Potential Audits

| # | Project | Project Description | Risks | Estimated Cost |
|---|---|---|---|---|
| 1 | **Toll Violations and Toll-by-Plate Audit** | This audit will focus on reviewing the processes, policies, procedures, technology, and reporting in place around the violations process to verify the process is working as intended. Focus will be on enhancing the efficiencies around the process to review violations and to bill and collect violations revenue. Samples of deleted / voided unpaid toll notices will also be reviewed to verify there is sufficient justification for voiding. | Toll Violations | $40,000 |
| 2 | **Ethics Policy Compliance Audit** | CFX has a formal ethics policy in place and will update it to incorporate new ethics language imposed by Florida state legislation. Later in the year, Internal Audit will review the policy and (1) leverage leading practices to suggest additional areas for consideration to include in the policy and (2) review compliance with the policy, including the new provisions added as a result of Florida state legislation. | Ethical Behavior<br>Financial Reporting | $29,000 |
| 3 | **IT General Controls Review** | This review will focus on the Authority's Information Systems area. To accomplish this, we will assess the policies and procedures that are utilized to support the business critical applications and systems at CFX. Our approach will be to focus on the IT General Computer Controls which include the following components: Change Management, Logical Security, Physical Security, Security Administration, IT Organization & Management. | IT Infrastructure<br>Application Controls<br>Change Management | $36,000 |
| 4 | **Bond Financing Review** | The Authority has $2.5B of bonds issued and outstanding with varying terms. As part of this project, we will perform a risk assessment of the financing process, a review of the policies (including policies to procure the financial advisor, underwriter, attorneys, and others involved in the financing process), and a review of the process to structure financing deals and manage existing portfolio risk. This project may also include a review of the process to monitor bond covenant compliance. | Bond Financing /<br>Covenant Compliance | $40,000 |
| 5 | **Toll Revenue Audit** | This audit will focus on cash toll collections and electronic tolling collections, with the objectives to review (1) controls exist to ensure revenue data captured at the point of origin is completely and accurately recorded to the financial statements, (2) physical safeguarding controls exist around cash (including the use of security and surveillance, data analytics, monitoring and reporting, and counts / other reconciling activities), (3) controls in place around processing revenue adjustments to customer accounts are operating according to policy, and (4) appropriate monitoring and measurements are in place to review toll revenue. Additionally, IT general controls around supporting systems and information technology will be reviewed.<br>Additionally, we may review the Authority's process for determining the ways to structure tolls (e.g. toll rates by axles vs flat rates, variable rate tolling, time of day tolling). We may also provide recommendations for enhancements to the structure, if in scope. | Toll Collections<br>Cash Handling | $75,000 |

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# Other Potential Audits

| # | Project | Project Description | Risk | Estimated Cost |
|---|---|---|---|---|
| 6 | **Sensitive Data / Data Management Review** | The objectives of the project will be to identify if sensitive data is inappropriately stored in locations on the CFX network - in violation of company policy and leading practices. In addition, we will perform a high-level evaluation of the controls over the sensitive data repositories that are identified (if applicable) to determine if potential gaps exist. | Cyber Security<br>Data Security | $40,000 |
| 7 | **Safety and Maintenance Policy and Procedures Compliance Audit** | The objective of this project will be to review the safety policies and procedures in place, including any recent technological enhancements to safety within the system (e.g. new technology measures to help prevent wrong way driving), and to test compliance with the safety policies. | Maintenance and Safety | $30,000 |
| 8 | **P-Card and Gas Card Audit** | The objective of the project will be to review P-card and Gas procurement expenditures to verify purchases are adequately supported and are for valid business purposes. | Cost Containment<br>Fraud | $20,000 |
| 9 | **COSO 2013 Governance Review** | This audit will focus on the testing of CFX's governance internal controls identified as part of the COSO 2013 governance review conducted in FY 2015. In addition, we may assist with implementing certain recommendations from the COSO 2013 review performed in FY15; specifically, developing a checklist for the Board and Board committees to be used to manage compliance with identified requirements from respective charters and the CFX ethics policy. | Governance<br>Ethical Compliance | $25,000 |
| 10 | **Right of Way Audit** | Review the processes in place to procure Right of Way legal counsel. Identify the mix of in-house vs outsourced work. Review in-house legal invoice review procedures for ROW services for tasks and billings. Review the contracted rate structure for appraisal work (use of caps, mix of variable v fixed fees). The review may include a trending analysis of appraised cost values for recent purchases and a review of outliers. | Cost Containment<br>Public Relations<br>Records Management | $30,000 |
| 11 | **Internal Penetration Test** | Protiviti will assess the security of internal networks, devices, and servers as part of an internal penetration test. This test will identify risks to those networks, devices, and servers posed by outdated software, missing patches, or insecure configurations. Attempts will then be made to exploit these vulnerabilities with manual techniques. | Cyber Security<br>Data Security | $32,000 |

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# Other Potential Audits

| # | Project | Project Description | Risk | Estimated Cost |
|---|---|---|---|---|
| 12 | **ISO 27001 Information Security Review** | This review will compare CFX's information security practices and procedures to the ISO 27001 framework. This framework is widely recognized as the benchmark for assessing / creating overall information security programs. Protiviti will utilize an adapted version of the Carnegie Mellon Capability Maturity Model (CMM) to report on the results. The CMM helps to identify critical areas that must be addressed before an organization can progress to a more mature state. | Cyber Security<br>Data Security | $45,000 |
| 13 | **Swaps Review** | Currently, five forward-stating, variable-to-fixed rate interest rate swap agreements exist covering approximately $499K of outstanding debt. These agreements were entered into on July 13, 2004. The existing synthetic fixed rate swap agreements cover approximately 19% of the overall portfolio, below the existing 25% cap set by Board policy. A review of the existing swap agreements would entail a look back analysis of the transactions supporting the existing swap arrangements on the books. The review would be performed by an independent, third party hired by procurement, with a first phase to outline historical facts and information (to the extent it exists) around the following:<br><br>- Advice provided to the former CFX Board for consistency with available market data at the time the swap arrangements were entered into;<br>-Review of the terms associated with the agreements (features, etc.) and communications around such by the Financial Advisor that advised CFX on the existing arrangements; and<br>-Review of market rates and pricing of the swaps compared to available market data at the time.<br><br>CFX continues to consult with its Financial Advisor and Finance Committee to review available options specific to amending or terminating the existing swap arrangements and should consider this as a potential project only if the Audit and Finance Committees believe it valuable. | Swap Pricing | * To be determined through a formal RFP process |
| 14 | **TRAILS Program Review** | This audit will encompass a review of the policies and procedures for new tolling lanes on the system that is expected to sell transponders, handle a higher volume of cash than the traditional lanes, process credit cards, and handle checks. | Cash Handling | $20,000 |

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# Other Potential Audits

| # | Project | Project Description | Risk | Estimated Cost |
|---|---|---|---|---|
| 15 | **IT Service Management Review** | This review will focus on IT operational effectiveness and entail the following: (1) Processes for receiving, responding to and prioritizing requests for work; (2) Program and project management procedures and governance entities; (3) Review of overall roles and responsibilities for alignment with technology strategy and business objectives; (4) Review of IT service management procedures (potentially using ITIL); (5) Analyze the procedures for communication and transparency of IT projects and effectiveness; (6) Compare with leading practices, evaluate maturity, and provide specific recommendations for effectiveness/ efficiency. | IT Infrastructure<br>IT Applications<br>Strategic Planning<br>Communication | $50,000 |
| 16 | **Customer Service Management and Lane Scheduling Review** | Protiviti will review the use of scheduling toll collectors on the system, lane management, and use of traffic studies to drive scheduling by URS/AECOM in relation to customer service impact. | Customer Satisfaction | $25,000 |

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# CONSENT AGENDA ITEM

# #15

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement

DATE: April 26, 2016

SUBJECT: Approval of Contract Renewal Agreement
Internal Auditor Services with
Protiviti, Inc.
Contract No. 00931

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Board approval is requested for the first renewal of the referenced contract with Protiviti, Inc. (Protiviti) for internal auditing services. The current contract expires on June 30, 2016. The term of the requested renewal will be one year beginning July 1, 2016, and ending June 30, 2017, in the amount of $499,000.00. The original contact was three years with two (2) one-year renewals.

The Audit Committee has recommended this renewal.

| | |
|---|---|
| Original Contract Amount | $730,500.00 |
| Supplemental No. 1 | $137,000.00 |
| First Renewal | $499,000.00 |
| Total | $1,366,500.00 |

Reviewed by: _____
Joseph Passiatore
General Counsel

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000931

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12th day of May, 2016, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Protiviti, Inc., hereinafter called the "Contractor"

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated May 22, 2013, whereby CFX retained the Contractor to perform internal auditor services; and

WHEREAS, pursuant to Article 2 of the Original Agreement, CFX and Contractor 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, CFX and Contractor agree to a first renewal of said Original Agreement beginning the 1st day of July, 2016 and ending the 30th day of June, 2017 in the amount of $499,000.00 which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending June 30, 2016, the Contractor 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 June 30, 2016.

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.

PROTIVITI, INC.

BY:_____
Authorized Signature

Print Name:_____

Title:_____

ATTEST:_____(SEAL)
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_____
Director of Procurement

Approved as to form and execution, only

_____
General Counsel for CFX

## CONTRACT

This Contract (the "Contract" as defined herein below), is made this 22nd day of May, 2013, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and PROTIVITI, INC., 301 East Pine Street, Suite 225, Orlando, Florida 32801, hereinafter the AUDITOR:

**WITNESSETH:**

**WHEREAS,** the AUTHORITY was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Orlando-Orange County Expressway System; and,

**WHEREAS,** the AUTHORITY has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the AUTHORITY, in order to carry out the powers granted to it (by state law);" and,

**WHEREAS,** the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of an auditor to perform internal auditor services and related tasks as may be assigned to the AUDITOR by the AUTHORITY and identified as Contract No. 000931; and,

**WHEREAS,** on or about March 16, 2013, the AUTHORITY issued a Request for Proposals seeking qualified auditors to perform such tasks; and,

**WHEREAS,** AUDITOR was the successful one of three qualified firms that responded to the Request for Proposals and was ultimately selected; and,

**NOW THEREFORE,** in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

### 1. SERVICES TO BE PROVIDED

The AUDITOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of the AUTHORITY in accordance with the Scope of Services, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include performing internal auditor services in accordance with the internal audit plan approved by the AUTHORITY's audit committee.

The AUTHORITY does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the AUDITOR is providing these services on a non-exclusive basis. The AUTHORITY, at its option, may elect to have any of the services set forth herein performed by other auditors or AUTHORITY staff.

The Contract Documents, in order of precedence, consist of:

1.1 The Contract, including insurance policies,
1.2 The Scope of Services,
1.3 The Method of Compensation,
1.4 The Technical Proposal submitted by AUDITOR, and
1.5 The Price Proposal submitted by AUDITOR,

(collectively, the "Contract").

## 2. TERM AND NOTICE

The initial term of the Contract will be three (3) years from the date indicated in the Notice to Proceed from the AUTHORITY. There shall be two renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the AUDITOR are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the AUDITOR with written notice of its intent at least 150 days prior to the expiration of the initial three-year Contract Term.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 10 days notice for convenience or 15 days with cure notice for cause for AUDITOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify AUDITOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. AUDITOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. AUDITOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If AUDITOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) materially fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of AUTHORITY reasonably exercised in accordance with the Scope of Services, or for any other cause whatsoever, fails to carry on the work in an acceptable manner in accordance with the Scope of Services, the AUTHORITY will

give notice in writing to the AUDITOR of such delay, neglect or default and provide AUDITOR with a reasonable opportunity to cure. If the Contract is declared in default, the AUTHORITY may take over the work covered by the Contract.

If AUDITOR (within the curative period, if any, described in the notice of default) does not correct the default, AUTHORITY will have the right to remove the work from AUDITOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, AUTHORITY will have the right to appropriate or use any or all materials as the AUTHORITY determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of AUTHORITY are required for Contract completion. All costs and charges incurred by AUTHORITY because of, or related to, the AUDITOR's default (including the costs of completing Contract performance in excess of the sum which would have been payable under the Contract) shall be charged against the AUDITOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the AUDITOR shall pay the AUTHORITY the amount of the excess. If, after the default notice curative period has expired, but prior to any action by AUTHORITY to complete the work under the Contract, AUDITOR demonstrates an intent and ability to cure the default in accordance with AUTHORITY's requirements, AUTHORITY may, but is not obligated to, permit AUDITOR to resume work under the Contract. In such circumstances, any costs of AUTHORITY incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due AUDITOR under the Contract. Any such costs incurred by AUTHORITY which exceed the remaining amount due on the Contract shall be reimbursed to AUTHORITY by AUDITOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

AUTHORITY shall have no liability to AUDITOR for expenses or profits related to unfinished work on a Contract terminated for default.

AUTHORITY reserves the right to terminate or cancel this Contract in the event the AUDITOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

## 3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Contract term is $730,500.00. Services shall be provided and fees to be billed for each year of the contract will be as agreed in the Task Order.

3.2 AUTHORITY agrees to pay AUDITOR for services performed in accordance with the Method of Compensation.

## 4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, directly related to the Contract or the AUDITOR's performance of the Contract determined reasonably necessary or desirable by the AUTHORITY to verify invoicing and performance.

AUTHORITY reserves and is granted the right (during regular business hours and after 48 hours advance notice) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) of the AUDITOR or any subconsultant. By submitting a response to the Request for Proposal, AUDITOR or any subconsultant submits to and agree to comply with the provisions of this section.

If the AUTHORITY requests access to or review of any Contract Documents and AUDITOR unlawfully refuses such access or review, AUDITOR shall be in default under its Contract with AUTHORITY, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of AUDITOR. Disqualification or suspension of the AUDITOR for failure to comply with this section shall also preclude the AUDITOR from acting in the future as a subconsultant of another AUDITOR doing work for the AUTHORITY during the period of disqualification or suspension. Disqualification shall mean the AUDITOR is not eligible for and shall be precluded from doing future work for the AUTHORITY until reinstated by the AUTHORITY.

Final Audit for Project Closeout: The AUDITOR shall permit the AUTHORITY, at the AUTHORITY's option, to perform or have performed, an audit of the records of the AUDITOR and (shall flow this Contract provision to any or all subconsultants) to support the compensation paid the AUDITOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the AUDITOR under the Contract are subsequently determined to have been inadvertently paid by the AUTHORITY because of accounting errors or charges not in conformity with the Contract, the AUDITOR agrees that such amounts are due to the AUTHORITY upon demand. Final payment to the AUDITOR shall be adjusted for audit results.

AUDITOR shall preserve all Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by the AUTHORITY, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

## 5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

AUTHORITY has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under the AUTHORITY's program, AUDITOR is encouraged to grant small businesses the maximum practicable opportunity to participate in the provision of the Services.

## 6. AUDITOR INSURANCE

AUDITOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by the AUTHORITY. AUDITOR shall carry and keep in force the following insurance coverage, and provide the AUTHORITY with correct certificates of insurance (ACORD forms) upon Contract execution:

6.1 **Commercial General Liability** Insurance having a minimum coverage of One Million Dollars ($1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars ($2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by AUDITOR under this Agreement.

6.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars ($1,000,000.00) for each accident;

6.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

6.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

Such insurance policies shall be without co-insurance, and shall (a) include the AUTHORITY, and such other applicable parties the AUTHORITY shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) endeavor to provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to the AUTHORITY from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against AUTHORITY, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. AUDITOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by AUDITOR hereunder, AUDITOR shall deliver insurance certificates to AUTHORITY evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to

limit AUDITOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by AUTHORITY.

Any insurance carried by the AUTHORITY in addition to AUDITOR's policies shall be excess insurance, not contributory.

If AUDITOR fails to obtain the proper insurance policies or coverages, or fails to provide AUTHORITY with certificates of same, the AUTHORITY may obtain such polices and coverages at AUDITOR's expense and deduct such costs from AUDITOR payments.

## 7. AUDITOR RESPONSIBILITY

AUDITOR shall comply with, and shall cause its employees, agents, officers and subconsultants and all other persons for whom AUDITOR may be legally or contractually responsible to comply with, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

(i) those relating to the safety of persons and property and their protection from damage, injury or loss, and

(ii) all workplace laws, regulations, and posting requirements, and

(iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, AUTHORITY's Drug-Free Workplace Policy; And

(iv) compliance with the public records laws of Chapter 119, Florida Statutes.

AUTHORITY acknowledges that AUDITOR's work is highly dependent on the availability of AUTHORITY's personnel, other contractors of AUTHORITY and other factors beyond the control of AUDITOR. AUDITOR will use commercially reasonable efforts to assist AUTHORITY in meeting any stated deadlines but AUTHORITY acknowledges that despite these efforts, due to such factors, any stated deadlines and timelines may not be met.

The AUTHORITY shall arrange for access to and make all provisions for the AUDITOR to enter upon public and private property as required for the AUDITOR to perform its services. The AUTHORITY shall also provide or arrange to provide AUDITOR with timely access to and use of the personnel, facilities, equipment, data and information to the extent necessary for AUDITOR to perform the services.

AUTHORITY acknowledges that the achievement of any policy, process, model, system or risk management practice depends not only on the design and implementation, but also on the quality, experience and continuity of personnel involved, the diligent ongoing execution, and the appropriate modifications as changing conditions warrant. AUTHORITY understands and accepts responsibility for all decisions related to, and implementation of policies, processes, models, systems and risk management practice assessments, methods and assumptions developed in the course of this project.

AUTHORITY is solely responsible for establishing and maintaining its own effective internal control system, record keeping, management decision-making and other management functions. AUTHORITY shall be fully and solely responsible for applying independent business judgment with respect to the services and the deliverables provided by AUDITOR, to make implementation decisions, if any, and to determine further courses of action with respect to any matters addressed in any advice, recommendations, services, reports or other deliverables to AUTHORITY.

AUTHORITY acknowledges that there is no authoritative standard against which risk management practices can be directly compared. In practice, methodologies and approaches to measuring, managing and controlling risk vary considerably. New and refined practices continue to evolve and the characterization of policies, procedures or models as sound or "best" practices is judgmental and subjective.

AUDITOR shall be entitled to rely on all information provided by, and decisions and approvals of, AUTHORITY in connection with AUDITOR's work hereunder. AUTHORITY hereby releases AUDITOR and its personnel from any liability and costs relating to the services hereunder to the extent such liability and costs are attributable to any information provided by AUTHORITY personnel that is not complete, accurate or current in all material respects.

AUDITOR's services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the AUTHORITY. The AUDITOR will not perform management functions or make management decisions for the AUTHORITY.

## 8. HOLD HARMLESS AND INDEMNIFICATION OF AUTHORITY

The AUDITOR shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the AUTHORITY, and their officers, agents, and employees, from third party suits, actions, damages, and costs of every name and description, including reasonable attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property and alleged to be caused by the negligence or wrongful omission, in whole or in part, by AUDITOR, its agents, employees, partners, or subcontractors, provided, however, that the AUDITOR shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the AUTHORITY.

Further, the AUDITOR shall fully indemnify, defend, and hold harmless the AUTHORITY from any suits, actions, damages, and costs of every name and description, including reasonable attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a misuse or modification of AUDITOR 's products or an operation or use of AUDITOR 's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the AUDITOR's opinion is likely to become the subject of such a suit, the AUDITOR may at its sole expense procure for the AUTHORITY the right to continue using the product or to modify it to become non-infringing or procure or license alternate product(s) that are non-infringing. If the

AUDITOR is not reasonably able to modify or otherwise secure the AUDITOR the right to continue using the product, the AUDITOR shall remove the product and refund the AUTHORITY the amounts paid in excess of a reasonable rental for past use. The AUTHORITY shall not be liable for any royalties.

The AUDITOR's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the AUTHORITY giving the AUDITOR (l) prompt written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at AUDITOR 's sole expense. The AUDITOR shall not be liable for any cost, expense, or compromise insured or made by the AUTHORITY in any legal action without the AUDITOR's prior written consent, which shall not be unreasonably withheld.

For all claims against the AUDITOR under this Contract, and regardless of the basis on which the claim is made, the AUDITOR's liability under this Contract as amended for direct damages shall be limited to the greater of $100,000, the dollar amount of this Contract as amended, or two times the charges rendered by the AUDITOR under this Contract as amended.

Unless otherwise specifically enumerated in this Contract, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The AUTHORITY may, in addition to other remedies available to them at law or equity and upon notice to the AUDITOR, retain such monies from amounts due AUDITOR as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The AUTHORITY may set off any liability or other obligation of the AUDITOR or its affiliates to the AUTHORITY against any payments due the AUDITOR under any contract with the AUTHORITY.

## 9. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by AUDITOR in conjunction with this Contract (including without limitation AUDITOR Records and Proposal Records, if and as applicable), AUDITOR shall immediately notify the AUTHORITY. Thereafter, AUDITOR shall follow AUTHORITY's instructions with regard to such request. To the extent that such request seeks non-exempt public records, the AUTHORITY shall direct AUDITOR to provide such records for inspection and copying incompliance with Chapter 119. A subsequent refusal or failure by AUDITOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by AUTHORITY.

## 10. PRESS RELEASES

AUDITOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof without first notifying AUTHORITY and securing its consent in writing.

## 11. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the AUDITOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by AUDITOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to AUTHORITY upon request.

## 12. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

AUDITOR acknowledges that AUTHORITY officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the AUTHORITY in accordance with the AUTHORITY's Ethics Policy. AUDITOR acknowledges that it has read the Ethics Policy and, to the extent applicable, AUDITOR will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, AUDITOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

AUDITOR covenants and agrees that it and its employees, officers, agents, and subonsultants shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

## 13. NONDISCRIMINATION

AUDITOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

## 14. SUBLETTING AND ASSIGNMENT

AUTHORITY has selected AUDITOR to perform the Services based upon characteristics and qualifications of AUDITOR and its employees. Therefore, AUDITOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the AUDITOR'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 AUDITOR 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, AUDITOR desires to subcontract any portion(s) of the work to a subconsultant/subcontractor that was not disclosed by the AUDITOR 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/subcontractor, equal or exceed twenty five thousand dollars ($25,000.00), the AUDITOR 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 AUDITOR until it has been approved by the AUTHORITY Board. In the event of a designated emergency, the AUDITOR 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.

## 15. DISPUTES

All services shall be performed by the AUDITOR to the reasonable satisfaction of the AUTHORITY's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and the AUTHORITY Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

## 16. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or AUDITOR's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for AUDITOR to be the prevailing party, AUDITOR must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with AUTHORITY, failing which AUTHORITY will be deemed the prevailing party for purposes of this Contract.

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys' fees and costs.

## 17. OTHER SEVERABILITY

If any section of this Contract, other than the immediately preceding Prevailing Party Attorneys' Fees section, be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

## 18. GOVERNING LAW

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

In consideration of the foregoing premises, AUTHORITY agrees to pay AUDITOR for work performed and materials furnished at the prices submitted with the Proposal.

## 19. RELATIONSHIPS

AUDITOR acknowledges that no employment relationship exists between AUTHORTIY and AUDITOR or AUDITOR's employees. AUDITOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. AUDITOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

AUDITOR shall conduct no act or omission that would lead AUDITOR's employees or any legal tribunal or regulatory agency to believe or conclude that AUDITOR's employees would be employees of the AUTHORITY.

Any approval by AUTHORITY of a subcontract or other matter herein requiring AUTHORITY approval for its occurrence shall not be deemed a warranty or endorsement of any kind by AUTHORITY of such subcontract, subconsultant, or matter.

## 20. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If AUDITOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, AUDITOR may immediately notify AUTHORITY and request clarification of AUTHORITY's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

## 21. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

21.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

21.2 Payment to AUDITOR for satisfactory work performed or for termination expenses, if applicable; and

21.3 Prohibition on non-competition agreements of AUDITOR's employees with respect to any successor of AUDITOR; and

21.4 Obligations upon expiration or termination of the Contract; and

21.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

## 22. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

22.1 Immediately upon expiration or termination of this Contract AUDITOR shall submit to AUTHORITY, upon request, a report containing the last known contact information for each subconsultant or employee of AUDITOR who performed work under the Contract; and

22.2 AUDITOR shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of AUTHORITY.

## 23. INTELLECTUAL PROPERTY

Subject to AUTHORITY's fulfillment of all payment obligations, AUDITOR acknowledges and agrees that AUTHORITY shall retain all ownership rights in any deliverables developed by AUDITOR under this Agreement and delivered to AUTHORITY, excluding AUDITOR Proprietary Materials, as defined below, and any third-party software that is incorporated into the deliverables. AUTHORITY acknowledges that as part of performing services, AUDITOR may utilize proprietary software, ideas, concepts, know-how, tools, models, processes, methodologies and techniques (including any enhancements or modifications thereto) which have been originated or developed by AUDITOR, or which have been purchased by, or licensed to AUDITOR (collectively, "AUDITOR Proprietary Materials"). AUTHORITY agrees that AUDITOR shall retain sole and exclusive title, rights and interest in and to AUDITOR Proprietary Materials. Subject to the terms of this Agreement, AUDITOR grants and AUTHORITY accepts a worldwide, nonexclusive, nontransferable license to AUDITOR Proprietary Materials for use only in conjunction with deliverables.

AUDITOR's deliverables are for the use and benefit of AUTHORITY only and not for any other party (such other parties, each a "Third Party"). If AUTHORITY desires to disclose such deliverables or make reference to AUDITOR to any Third Party other than AUTHORITY's legal counsel and external auditors who need access to such information and who have agreed to keep such information confidential, except as otherwise required by the applicable public records act, AUTHORITY will obtain AUDITOR's prior written approval and if requested by AUDITOR, obtain from such Third Party a non-disclosure agreement and release in a form satisfactory to AUDITOR in its reasonable discretion. AUDITOR accepts no liability or responsibility to any Third Party who benefits from or uses services hereunder or gains access to the deliverables.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the AUTHORITY's Board of Directors at its meeting on May 22, 2013.

ORLANDO-ORANGE COUNTYEXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: Claude Miller

PROTIVITI, INC.

By: _____

Print Name: PHILLIP Z. FREWEN

MANAGING DIRECTOR
Title

ATTEST: Brittany C. Parker (Seal)

Notary Public State of Florida
Brittany C Parker
My Commission EE 208780
Expires 06/17/2016

Approved as to form and execution, only.

_____
General Counsel for the AUTHORITY

State of Florida
County of Orange
The foregoing instrument was acknowledged before me this 28 day of May, 2013
by Brittany C. Parker
Brittany C. Parker
(SEAL) PRINT, TYPE OR STAMP NAME OF NOTARY
Personally known X
or Produced Identification _____
Type of Identification Produced: _____

# CONSENT AGENDA ITEM

# #16

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement

DATE: April 26, 2016

SUBJECT: Approval of Supplemental Agreement No. 1 and Contract Renewal Agreement
Payment Card Industry (PCI) Compliance Audit Services with
Protiviti, Inc.
Contract No. 000960

---

Board approval is requested for Supplemental Agreement No. 1 and the first renewal to the referenced contract with Protiviti, Inc. (Protiviti) for payment card industry (PCI) compliance audit services. The Supplemental Agreement will add $70,000.00 to the current term so that services may continue without interruption as explained in the attached memo from Protiviti.

The current contract expires on July 17, 2016. The term of the requested renewal will be one year beginning July 18, 2016, and ending July 17, 2017, in the amount of $65,000.00. The original contact term was three years with two (2) one-year renewals.

The Audit Committee has recommended renewal.

| | |
|---|---|
| Original Contract Amount | $156,625.00 |
| Supplemental No. 1 | $ 70,000.00 |
| Renewal No. 1 | $ 65,000.00 |
| Total | $291,625.00 |

Reviewed by: Rene Rodrigue
Rene Rodrigue, Director of Information Technology

protiviti®
Risk & Business Consulting.
Internal Audit.

TO: Corey Quinn, Chief of Technology/Operations, Central Florida Expressway Authority

FROM: David Taylor, Managing Director, Protiviti

RE: Change Order Request for Payment Card Industry Compliance Audit

DATE: April 19, 2016

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Protiviti is requesting a change order to the existing contract for Payment Card Industry (PCI) Compliance Audit (Contract No. 000960). The purpose of the change order is to cover additional time required by Protiviti to complete the 2015 assessment which will result in a Report on Compliance (ROC). Protiviti's original budget was based upon the prevailing PCI Data Security Standard from 2013 (version 2.0). Since then, the PCI standard has changed twice. First to version 3.0 and then to version 3.1. The new version requires significantly more testing and documentation than was required under version 2.0.

The reasons for the change order are as follows:

- The version of the PCI standard when the contract was signed changed twice from version 2.0 to version 3.0 then to version 3.1.
    - *As a result of these changes more testing and documentation is required by Protiviti to complete the Report on Compliance.*

- CFX is required under version 3.x of the PCI DSS to isolate credit card systems. CFX is unable to isolate, so enhanced segmentation controls were designed and put into place.
    - *Protiviti spent unplanned time advising CFX on the enhanced segmentation controls.*
    - *Protiviti is required to test the enhanced segmentation controls. This additional testing was not planned for or contemplated when the PCI contract was signed in 2013.*

- Because of the time it took to implement the enhanced segmentation controls, CFX requested a six month extension to the PCI compliance date.
    - *This extension requires Protiviti to retest all applicable controls (~200+ controls) associated with the Report on Compliance.*

Based on the reasons listed above, 400 additional hours are required. With the contract rate of $175 per hour, the requested additional fees are $70,000.

If you would like to discuss this further, please contact me at 407-849-3916.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
**SUPPLEMENTAL AGREEMENT NO. 1**
**TO**
**AGREEMENT FOR PAYMENT CARD INDUSTRY (PCI) COMPLIANCE AUDIT SERVICES**
**CONTRACT NO. 000960**

This Supplemental Agreement No. 1 ("Supplemental Agreement") is entered into this 12th day of May 2016, by and between the Central Florida Expressway Authority ("CFX") and Protiviti, Inc. ("Consultant").

WITNESSETH:

WHEREAS, CFX and the Consultant on May 22, 2013, entered into an Agreement whereby CFX retained the Consultant to provide payment card industry (PCI) compliance audit services; and

WHEREAS, CFX has determined it necessary to increase the Contract amount by $70,000.00 in order to continue the required services through the original term of the Contract; and,

WHEREAS, the Consultant hereby agrees to the increase in the Contract amount and will continue provide the required services with no change in the fees and rates included in the original Contract dated May 22, 2013;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree that the Consultant shall provide the required services as detailed in the Scope of Services included in the original Contract and CFX shall increase the amount of the Contract by $70,000.00 which shall make the total not-to-exceed amount of the Contract $226,625.00.

CFX and Consultant agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the original Contract except insofar as the same is altered and amended by this Supplemental Agreement No.1; that acceptance of this Supplemental Agreement No.1 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed on the day and year first written above. This Supplemental Agreement No. 1 was approved by CFX Board of Directors on May 12, 2016.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

By: _____
Director of Procurement

**PROTIVITI, INC.**

By: _____

Title: _____

Attest: _____(Seal)

Approved as to form and execution, only.

General Counsel for CFX

_____

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000960

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12th day of May, 2016, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Protiviti, Inc., hereinafter called the "Contractor"

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated May 22, 2013, whereby CFX retained the Contractor to perform payment card industry (PCI) compliance audit services; and

WHEREAS, pursuant to Article 2 of the Original Agreement, CFX and Contractor 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, CFX and Contractor agree to a first renewal of said Original Agreement beginning the 18th day of July, 2016 and ending the 17th day of July, 2017 in the amount of $65,000.00 which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending July 17, 2016, the Contractor 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 July 17, 2016.

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.

PROTIVITI, INC.

BY:_____
Authorized Signature

Print Name:_____

Title:_____

ATTEST:_____(SEAL)
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_____
Director of Procurement

Approved as to form and execution, only

_____
General Counsel for CFX

## CONTRACT

This Contract (the "Contract" as defined herein below), is made this 22nd day of May, 2013, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and PROTIVITI, INC., 301 East Pine Street, Suite 225, Orlando, Florida 32801, hereinafter the AUDITOR:

**WITNESSETH:**

**WHEREAS,** the AUTHORITY was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Orlando-Orange County Expressway System; and,

**WHEREAS,** the AUTHORITY has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the AUTHORITY, in order to carry out the powers granted to it (by state law);" and,

**WHEREAS,** the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of an auditor to perform payment card industry (PCI) compliance audit and related tasks as may be assigned to the AUDITOR by the AUTHORITY and identified as Contract No. 000960; and,

**WHEREAS,** on or about March 23, 2013, the AUTHORITY issued a Request for Proposals seeking qualified auditors to perform such tasks; and,

**WHEREAS,** AUDITOR was the successful one of three qualified firms that responded to the Request for Proposals and was ultimately selected; and,

**NOW THEREFORE,** in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

### 1. SERVICES TO BE PROVIDED

The AUDITOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of the AUTHORITY in accordance with the Scope of Services, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include performing PCI compliance audit in accordance with direction from the AUTHORITY.

The AUTHORITY does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the AUDITOR is providing these services on a non-exclusive basis. The AUTHORITY, at its option, may elect to have any of the services set forth herein performed by other auditors or AUTHORITY staff.

The Contract Documents, in order of precedence, consist of:

1.1 The Contract, including insurance policies,
1.2 The Scope of Services,
1.3 The Method of Compensation,
1.4 The Technical Proposal submitted by AUDITOR, and
1.5 The Price Proposal submitted by AUDITOR,

(collectively, the "Contract").

## 2. TERM AND NOTICE

The initial term of the Contract will be three (3) years from the date indicated in the Notice to Proceed from the AUTHORITY. There shall be two renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the AUDITOR are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the AUDITOR with written notice of its intent at least 150 days prior to the expiration of the initial three-year Contract Term.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 10 days' notice for convenience or 15 days with cure notice for cause for AUDITOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify AUDITOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. AUDITOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. AUDITOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If AUDITOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) materially fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of AUTHORITY reasonably exercised in accordance with the Scope of Services, or for any other cause whatsoever, fails to carry on the work in an acceptable manner in accordance with the Scope of Services, the AUTHORITY will

give notice in writing to the AUDITOR of such delay, neglect or default and provide AUDITOR with a reasonable opportunity to cure. If the Contract is declared in default, the AUTHORITY may take over the work covered by the Contract.

If AUDITOR (within the curative period, if any, described in the notice of default) does not correct the default, AUTHORITY will have the right to remove the work from AUDITOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, AUTHORITY will have the right to appropriate or use any or all materials as the AUTHORITY determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of AUTHORITY are required for Contract completion. All costs and charges incurred by AUTHORITY because of, or related to, the AUDITOR's default (including the costs of completing Contract performance in excess of the sum which would have been payable under the Contract) shall be charged against the AUDITOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the AUDITOR shall pay the AUTHORITY the amount of the excess. If, after the default notice curative period has expired, but prior to any action by AUTHORITY to complete the work under the Contract, AUDITOR demonstrates an intent and ability to cure the default in accordance with AUTHORITY's requirements, AUTHORITY may, but is not obligated to, permit AUDITOR to resume work under the Contract. In such circumstances, any costs of AUTHORITY incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due AUDITOR under the Contract. Any such costs incurred by AUTHORITY which exceed the remaining amount due on the Contract shall be reimbursed to AUTHORITY by AUDITOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

AUTHORITY shall have no liability to AUDITOR for expenses or profits related to unfinished work on a Contract terminated for default.

AUTHORITY reserves the right to terminate or cancel this Contract in the event the AUDITOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

## 3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Contract term is $156,625.00. Services shall be provided and fees to be billed for each audit as agreed by the AUTHORITY.

3.2 AUTHORITY agrees to pay AUDITOR for services performed in accordance with the Method of Compensation.

## 4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, directly related to the Contract or the AUDITOR's performance of the Contract determined reasonably necessary or desirable by the AUTHORITY to verify invoicing and performance.

AUTHORITY reserves and is granted the right (during regular business hours and after 48 hours advance notice) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) of the AUDITOR or any subconsultant. By submitting a response to the Request for Proposal, AUDITOR or any subconsultant submits to and agree to comply with the provisions of this section.

If the AUTHORITY requests access to or review of any Contract Documents and AUDITOR unlawfully refuses such access or review, AUDITOR shall be in default under its Contract with AUTHORITY, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of AUDITOR. Disqualification or suspension of the AUDITOR for failure to comply with this section shall also preclude the AUDITOR from acting in the future as a subconsultant of another AUDITOR doing work for the AUTHORITY during the period of disqualification or suspension. Disqualification shall mean the AUDITOR is not eligible for and shall be precluded from doing future work for the AUTHORITY until reinstated by the AUTHORITY.

Final Audit for Project Closeout: The AUDITOR shall permit the AUTHORITY, at the AUTHORITY's option, to perform or have performed, an audit of the records of the AUDITOR and (shall flow this Contract provision to any or all subconsultants) to support the compensation paid the AUDITOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the AUDITOR under the Contract are subsequently determined to have been inadvertently paid by the AUTHORITY because of accounting errors or charges not in conformity with the Contract, the AUDITOR agrees that such amounts are due to the AUTHORITY upon demand. Final payment to the AUDITOR shall be adjusted for audit results.

AUDITOR shall preserve all Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by the AUTHORITY, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

Any approval by AUTHORITY of a subcontract or other matter herein requiring AUTHORITY approval for its occurrence shall not be deemed a warranty or endorsement of any kind by AUTHORITY of such subcontract, subconsultant, or matter.

## 20. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If AUDITOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, AUDITOR may immediately notify AUTHORITY and request clarification of AUTHORITY's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

## 21. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

21.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

21.2 Payment to AUDITOR for satisfactory work performed or for termination expenses, if applicable; and

21.3 Prohibition on non-competition agreements of AUDITOR's employees with respect to any successor of AUDITOR; and

21.4 Obligations upon expiration or termination of the Contract; and

21.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

## 22. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

22.1 Immediately upon expiration or termination of this Contract AUDITOR shall submit to AUTHORITY, upon request, a report containing the last known contact information for each subconsultant or employee of AUDITOR who performed work under the Contract; and

22.2 AUDITOR shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of AUTHORITY.

## 23. INTELLECTUAL PROPERTY

Subject to AUTHORITY's fulfillment of all payment obligations, AUDITOR acknowledges and agrees that AUTHORITY shall retain all ownership rights in any deliverables developed by AUDITOR under this Agreement and delivered to AUTHORITY, excluding AUDITOR Proprietary Materials, as defined below, and any third-party software that is incorporated into the deliverables. AUTHORITY acknowledges that as part of performing services, AUDITOR may utilize proprietary software, ideas, concepts, know-how, tools, models, processes, methodologies and techniques (including any enhancements or modifications thereto) which have been originated or developed by AUDITOR, or which have been purchased by, or licensed to AUDITOR (collectively, "AUDITOR Proprietary Materials"). AUTHORITY agrees that AUDITOR shall retain sole and exclusive title, rights and interest in and to AUDITOR Proprietary Materials. Subject to the terms of this Agreement, AUDITOR grants and AUTHORITY accepts a worldwide, nonexclusive, nontransferable license to AUDITOR Proprietary Materials for use only in conjunction with deliverables.

AUDITOR's deliverables are for the use and benefit of AUTHORITY only and not for any other party (such other parties, each a "Third Party"). If AUTHORITY desires to disclose such deliverables or make reference to AUDITOR to any Third Party other than AUTHORITY's legal counsel and external auditors who need access to such information and who have agreed to keep such information confidential, except as otherwise required by the applicable public records act, AUTHORITY will obtain AUDITOR's prior written approval and if requested by AUDITOR, obtain from such Third Party a non-disclosure agreement and release in a form satisfactory to AUDITOR in its reasonable discretion. AUDITOR accepts no liability or responsibility to any Third Party who benefits from or uses services hereunder or gains access to the deliverables.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the AUTHORITY's Board of Directors at its meeting on May 22, 2013.

ORLANDO-ORANGE COUNTYEXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: Claude Miller

PROTIVITI, INC.

By: _____

Print Name: Scott C. Laliberte

Managing Director
Title

ATTEST: Brittany C. Parker (Seal)

Notary Public State of Florida
Brittany C Parker
My Commission EE 208780
Expires 06/17/2016

Approved as to form and execution, only.

_____
General Counsel for the AUTHORITY

# CONSENT AGENDA ITEM

# #17

Shutts

# MEMORANDUM

TO: Central Florida Expressway Authority Board Members

CLIENT-MATTER NO.: 19125.0127

FROM: David A. Shontz, Esq., Right-of-Way Counsel

DATE: April 25, 2016

RE: State Road 429 Wekiva Parkway, Project 429-203; Parcel 207
Proposed Settlement Including Fees and Costs

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Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of the Board of a negotiated settlement between Ernest L. Horne and Karen H. Morris, as Successor Co-Trustees of the J.D. and Kathleen L. Horne Trust, dated June 11, 2002, (the "Owners") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 207 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-203.

## DESCRIPTION AND BACKGROUND

Parcel 207 is a fee simple acquisition of 1.001 acres, more or less, from a parent tract of 19.131 acres, more or less, located on the southwest corner of Plymouth Sorrento Road and West Kelly Park Road, within the city of Apopka, Orange County, Florida. The property is improved with a 2,216 square feet, concrete-block single family residence built in 1979, a mobile home, two barns, numerous sheds and accessory buildings, perimeter fencing and gates, and a masonry wall and iron entrance gate.

The Property is zoned ZIP, Zoning in Progress by the City of Apopka, with the future land use not yet established by the City of Apopka. The highest and best use of the property as vacant was determined to be commercial or mixed use development as dictated by future demand and approval by the City of Apopka.

The CFX's appraisal of the property was prepared by Walter N. Carpenter, Jr., MAI/CRE, of Pinel & Carpenter, Inc. Mr. Carpenter used four (4) comparable land sales ranging in size from 1.665 acres to 26.00 acres, and with prices ranging from $72,464 to $282,282 per acre (and $1.66 to $6.48 per square foot), to estimate the land value of the Subject Property. Due to the location of the property at the intersection of Plymouth Sorrento and West Kelly Park Roads, the overall topography of the property, but lacking zoning/future land use

designations, utilities, and entitlements included in most of the comparable sales, Mr. Carpenter opined the value of the parent tract to be $3.75 per square foot. Thus, the value of the 43,604 square feet, more or less, being taken is estimated at $163,515, rounded to $163,500.

Mr. Carpenter used Marshall Valuation Services to estimate the contributory value of the subject's improvements located within the area of taking, including 1,875 lf of chain link fencing, 2 chain link gates, a metal gate, 350 square feet of masonry wall, and an iron gate. Those improvements totaled $30,731, which was depreciated by 50% for a valuation of $15,370. A cost to cure the property to maintain continued use and security by replacement of these items totals $35,247, less the $15,370 for items paid for in the taking, results in a cost to cure amount of $19,880. Thus Mr. Carpenter opined the total compensation due for the taking of Parcel 207 is $198,750.

Although the Respondents have not completed their appraisal report, Kent Hipp counsel for the property owner argued that based upon an executed sales contract for the remainder property with Publix in the amount of $6.50 s.f. and other comparable sales the total value of the taking should be $329,926 ($283,426 land, improvements $21,500, and cost to cure $25,000). Mr. Hipp further argued that the sales contract was previously admitted into evidence in a trial of another parcel and therefore is dispositive of the value.

To date, the property owners expert fees total $10,820.75. Accordingly, the parties were able to reach a negotiated settlement in the amount of $270,189 in full settlement of all claims for compensation by the property owners, plus reduced expert fees of $8,000, plus statutory attorney's fees of $23,574.87.

For the above-cited reasons, Right-of-Way counsel requests the CFX Board approve the negotiated settlement in the amount of $270,189, plus attorney's fees and costs and experts' fees and costs totaling $31,574.87, which is in the CFX's best interest. Settlement of the underlying claim, and all fees and costs will eliminate further risk and unnecessary expenses that the CFX will ultimately incur with further litigation of the condemnation action to acquire Parcel 207.

The Right-of-Way Committee recommended approval of the settlement at its April 27, 2016, meeting.

## RECOMMENDATION

We respectfully request that the CFX Board approve the proposed settlement agreement with a total settlement of $301,763.87 in full settlement of all claims for compensation in the acquisition of Parcel 207, including all statutory attorney's fees and costs and all experts' fees and costs.

## ATTACHMENTS

Exhibit "A" – Sketch of the Subject Property
Exhibit "B" – Photographs of the Subject Property and Area
Exhibit "C" – Experts Invoices

Reviewed by: Joseph Passiatore

ORLDOCS 14647937 1

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
WEKIVA PARKWAY - PROJECT NO. 429-203
RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5/8" IRON ROD WITH NO IDENTIFICATION LOCATED IN A WELL BOX MARKING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 88°20'47" EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1357.89 FEET TO ITS INTERSECTION WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°14'36" EAST ALONG SAID WEST LINE, A DISTANCE OF 30.01 FEET TO ITS INTERSECTION WITH THE EXISTING SOUTH RIGHT OF WAY LINE OF KELLY PARK ROAD AS DESCRIBED IN DEED BOOK 398, PAGE 188 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE RUN NORTH 88°20'47" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1302.18 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CHORD DISTANCE OF 35.91 FEET AND A CHORD BEARING OF SOUTH 45°45'01" EAST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91°48'24", A DISTANCE OF 40.06 FEET TO THE POINT OF TANGENCY; SAID POINT ALSO BEING ON THE EXISTING WEST RIGHT OF WAY LINE OF COUNTY ROAD 437 (PLYMOUTH-SORRENTO ROAD) AS DEPICTED ON ORANGE COUNTY ROAD BOND MAP PROJECT NO. 62; THENCE SOUTH 00°09'11" WEST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 605.84 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE RUN SOUTH 88°34'31" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 16.51 FEET TO A POINT ON A LINE PARALLEL WITH AND 46.50 FEET WEST OF, WHEN MEASURED AT RIGHT ANGLES, THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°09'11" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 581.62 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CHORD DISTANCE OF 35.91 FEET AND A CHORD BEARING OF NORTH 45°44'45" WEST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91°47'53", A DISTANCE OF 40.05 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 88°21'18" WEST, A DISTANCE OF 724.60 FEET; THENCE SOUTH 87°44'58" WEST, A DISTANCE OF 561.08 FEET TO ITS INTERSECTION WITH AFORESAID WEST LINE OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE NORTH 00°14'36" WEST ALONG SAID WEST LINE, A DISTANCE OF 29.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.001 ACRES, MORE OR LESS

NOTE:
THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AS TO FILE NO. 2037-2891327 DATED 01/18/2013

**LEGEND & ABBREVIATIONS**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| CB | = CHORD BEARING | ID. | = IDENTIFICATION | P.I. | = POINT OF INTERSECTION | (R) | = RADIAL |
| C.C.R. | = CERTIFIED CORNER RECORD | I.R. | = IRON ROD | P.O.B. | = POINT OF BEGINNING | SEC. | = SECTION |
| CH | = CHORD LENGTH | L | = ARC LENGTH | P.O.C. | = POINT OF COMMENCEMENT | TITF | = TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND |
| COR. | = CORNER | L.A. | = LIMITED ACCESS | PROJ. | = PROJECT | W/ | = WITH |
| (C) | = CALCULATED DISTANCE | LB | = LICENSED SURVEY BUSINESS | P.T. | = POINT OF TANGENCY | ℄ | = PROPERTY LINE |
| D.B. | = DEED BOOK | LT | = LEFT | (P) | = PLAT | | = SAME PROPERTY OWNER |
| ESMT | = EASEMENT | NO. | = NUMBER | R | = RADIUS | Δ | = DELTA (CENTRAL ANGLE) |
| EXIST. | = EXISTING | O.R.B. | = OFFICIAL RECORDS BOOK | R.B.M. | = ROAD BOND MAP | ⊕ | = CHANGE IN DIRECTION |
| FND. | = FOUND | P.C. | = POINT OF CURVATURE | RT | = RIGHT | | = LIMITED ACCESS R/W LINE |
| FPC | = FLORIDA POWER CORPORATION | PG./PGS. | = PAGE / PAGES | R/W | = RIGHT OF WAY | | = R/W LINE |
| (F) | = FIELD DISTANCE | | | | | | |

| | | | |
|---|---|---|---|
| DATE | NOVEMBER 18, 2013 | | |
| DRAWN BY | M.ROLLINS | | |
| CHECKED BY | S.WARE | | |
| BSA PROJECT NO. | EA11-11 | | |
| | | | |
| | | | |
| | | | |
| | | | |
| REVISION | BY | DATE | |

CERTIFICATION OF AUTHORIZATION No. LB 1221
BOWYER SINGLETON
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120
FAX 407-649-8664

SKETCH OF DESCRIPTION.
THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)
ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

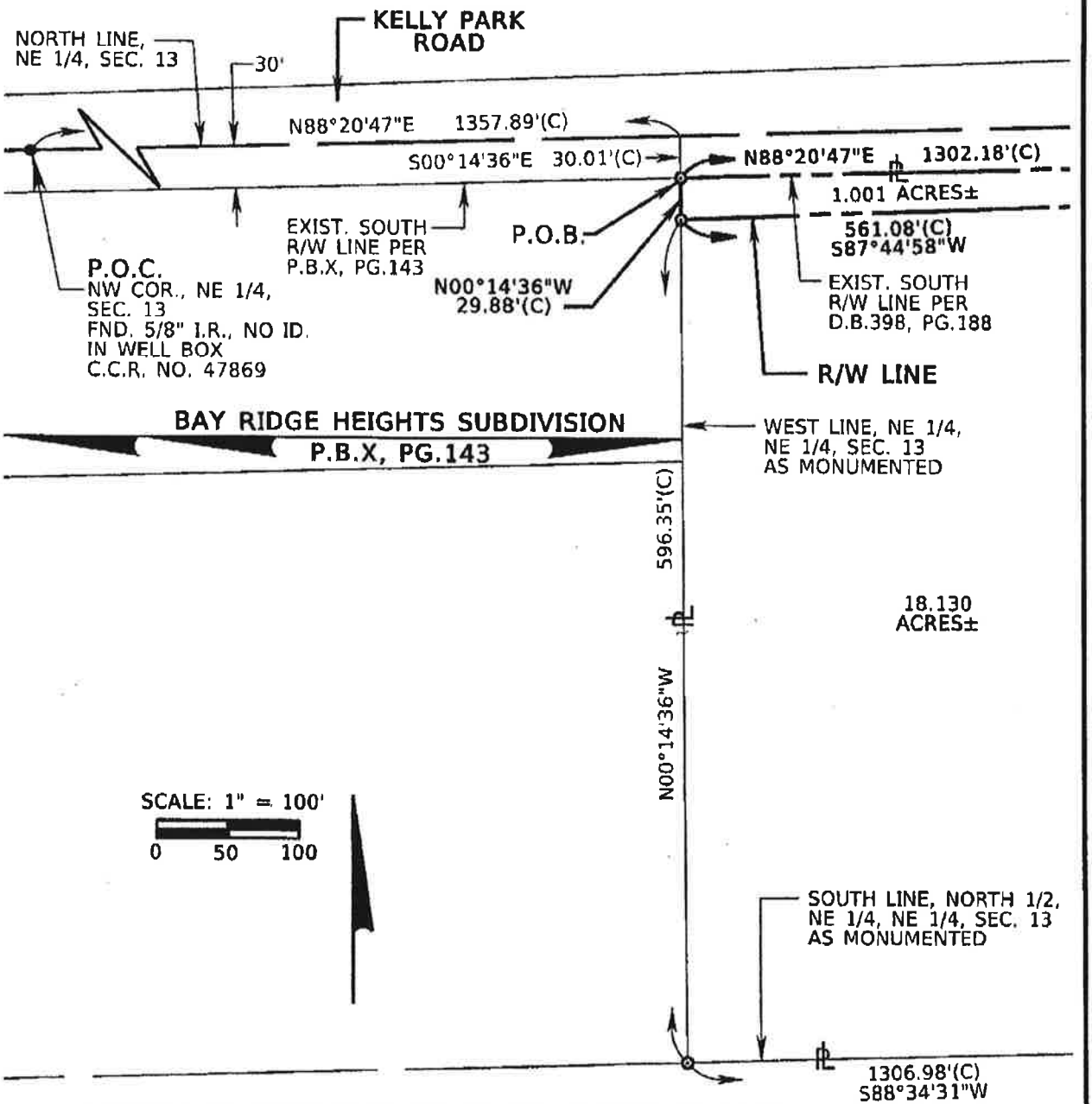
PARCEL 207

SCALE: N/A

SHEET 1 OF 4

**EXHIBIT "A"**

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SEC. 13-20-27, BEING N88°20'47"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.




## SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST

PROJECT NO. 429-203

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|---|---|
| DATE | NOVEMBER 18, 2013 |
| DRAWN BY | M.ROLLINS |
| CHECKED BY | S.WARE |
| BSA PROJECT NO. | EA11-11 |

| REVISION | BY | DATE |
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CERTIFICATION OF AUTHORIZATION No. LB 1221
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520 SOUTH MAGNOLIA AVENUE
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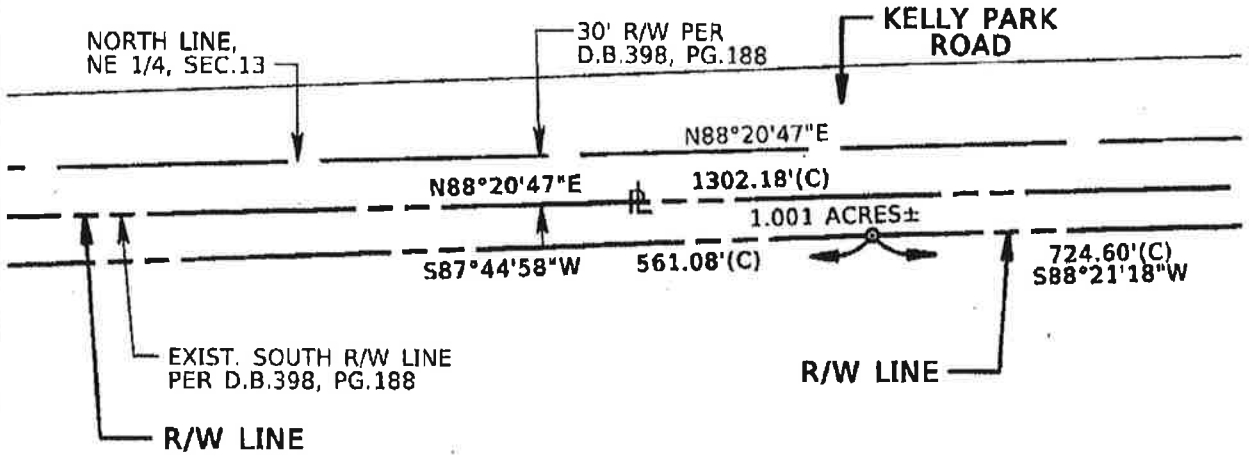
S.R. 429 (WEKIVA PARKWAY)
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 207

SCALE: 1"=100'

SHEET 2 OF 4

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SEC. 13-20-27, BEING N88°20'47"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.




18.130
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SCALE: 1" = 100'

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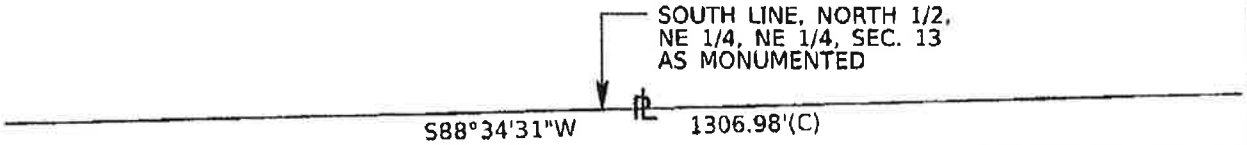
**SECTION 13,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST**




PROJECT NO. 429-203

| | | | |
|---|---|---|---|
| DATE | NOVEMBER 18, 2013 | | |
| DRAWN BY | M.ROLLINS | | |
| CHECKED BY | S.WARE | | |
| BSA PROJECT NO. | EA11-13 | | |
| REVISION | BY | DATE | |


CERTIFICATION OF AUTHORIZATION No. LB 1221
BOWYER SINGLETON
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120
FAX 407-649-8664


**SKETCH OF DESCRIPTION.
THIS IS NOT A BOUNDARY SURVEY.**

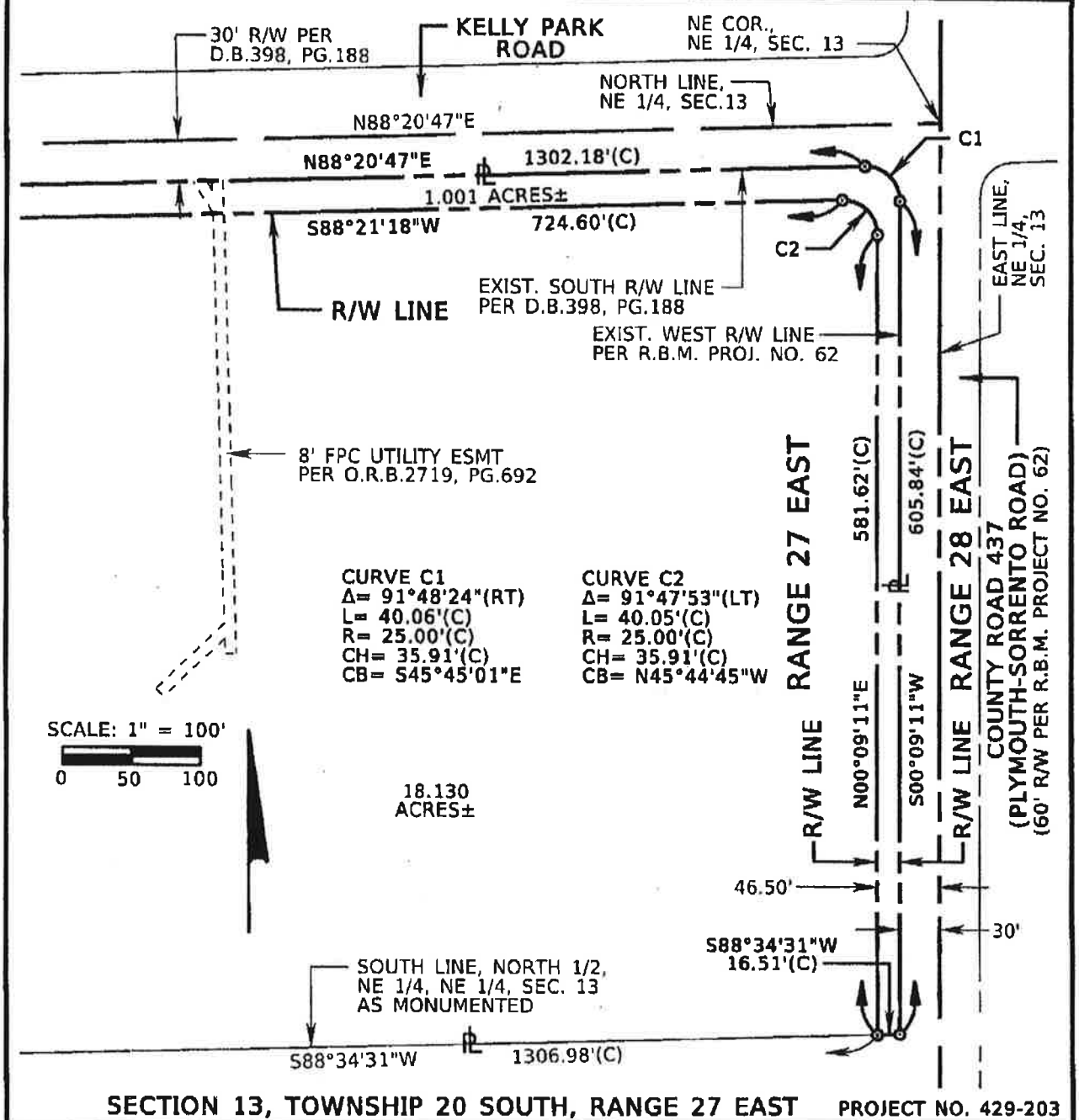
S.R. 429 (WEKIVA PARKWAY)
ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

**PARCEL 207**

SCALE: 1"=100'

SHEET 3 OF 4

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SEC. 13-20-27, BEING N88°20'47"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.




## SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST

PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

WILLIAM E. BYARD, P.S.M. LICENSE NUMBER 5442 — DATE 1/18/13

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER


CERTIFICATION OF AUTHORIZATION No. LB 1221
BOWYER SINGLETON
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120
FAX 407-649-8664


SKETCH OF DESCRIPTION.
THIS IS NOT A BOUNDARY SURVEY.

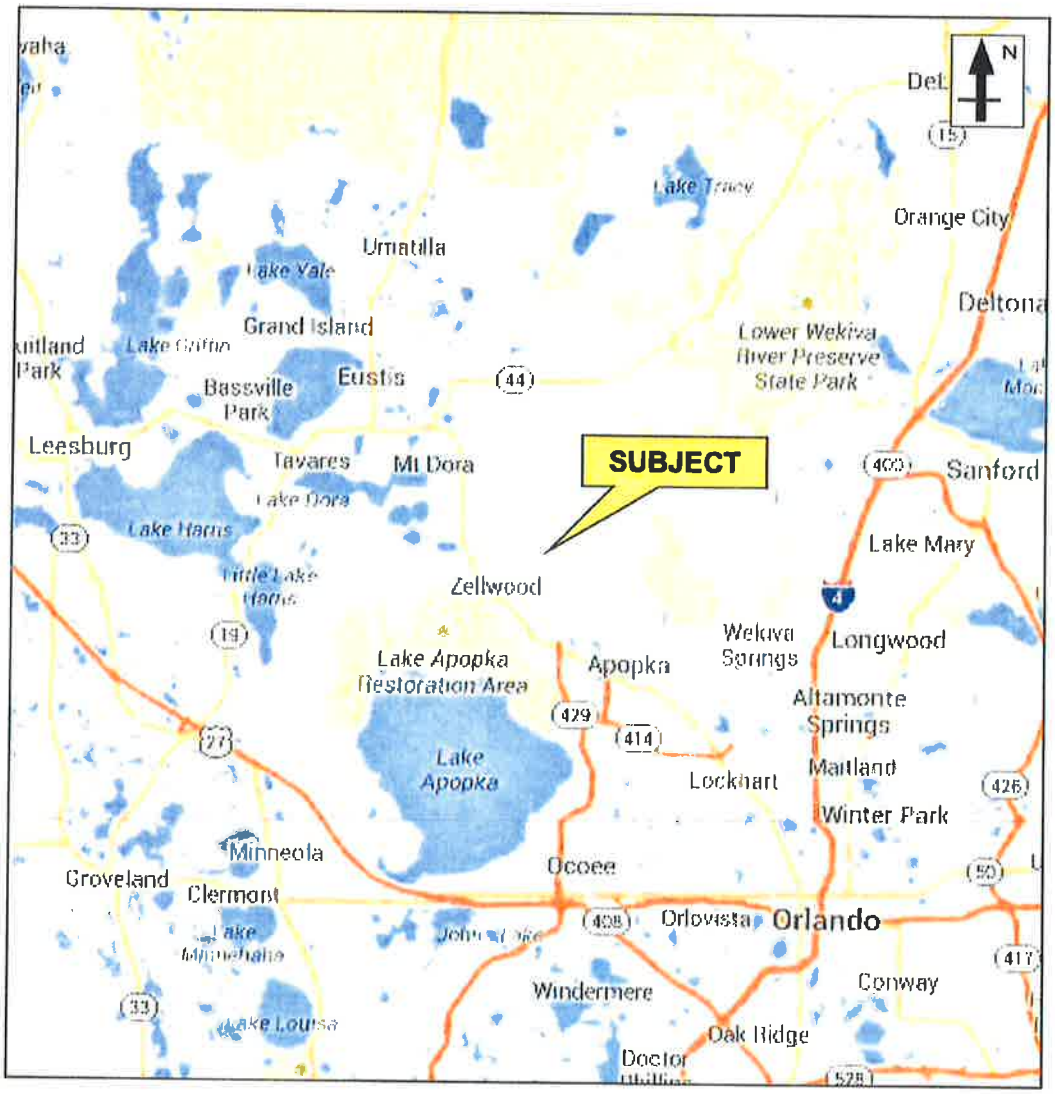
S.R. 429 (WEKIVA PARKWAY)
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 207

SCALE: 1"=100'

SHEET 4 OF 4

## AREA MAP

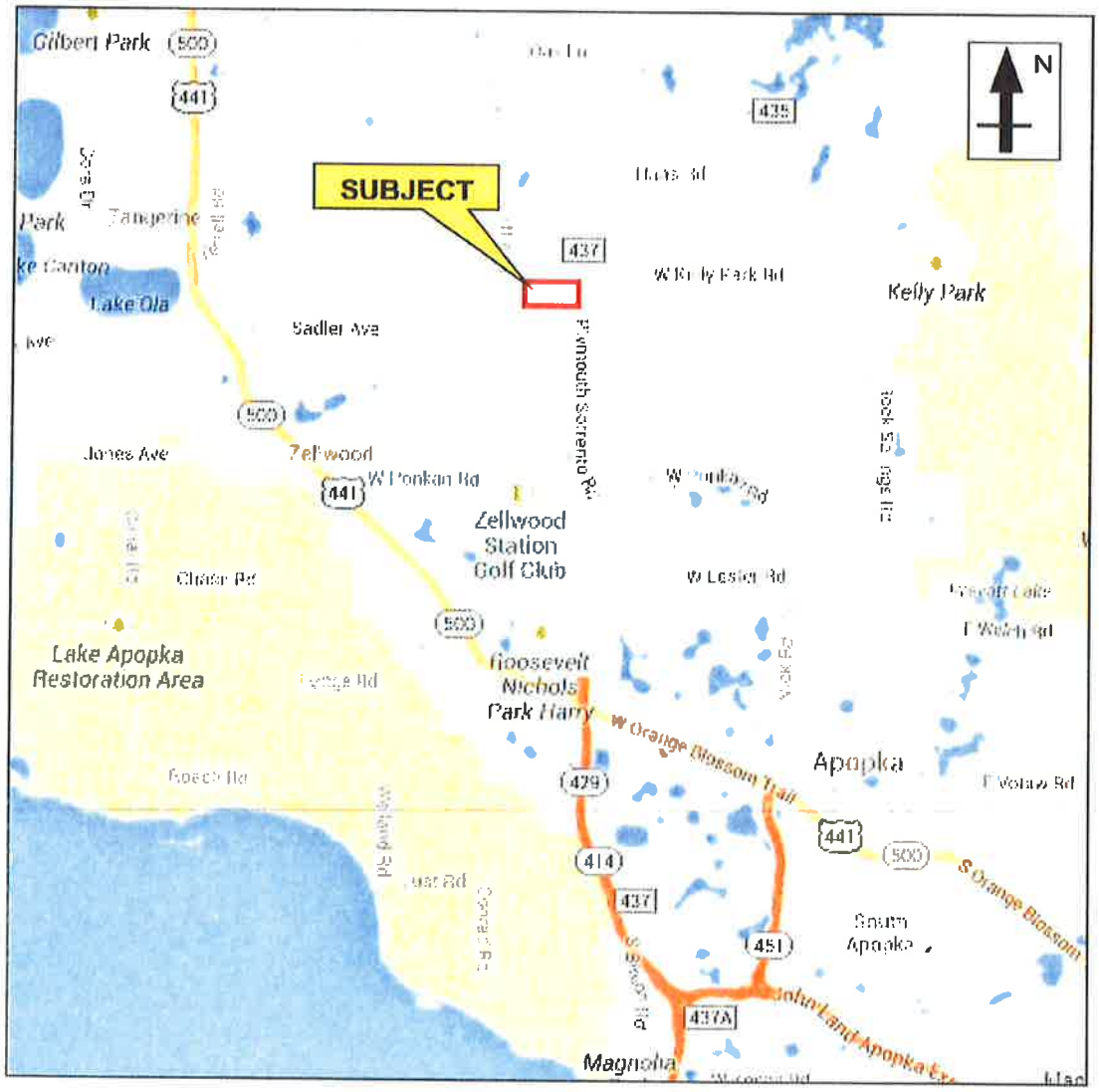



*Approximate Representation*
*Source: Google Maps*


COPYRIGHT 2013, PINEL & CARPENTER, INC.

**EXHIBIT "B"**

## LOCATION MAP




*Approximate Representation*
*Source: Google Maps*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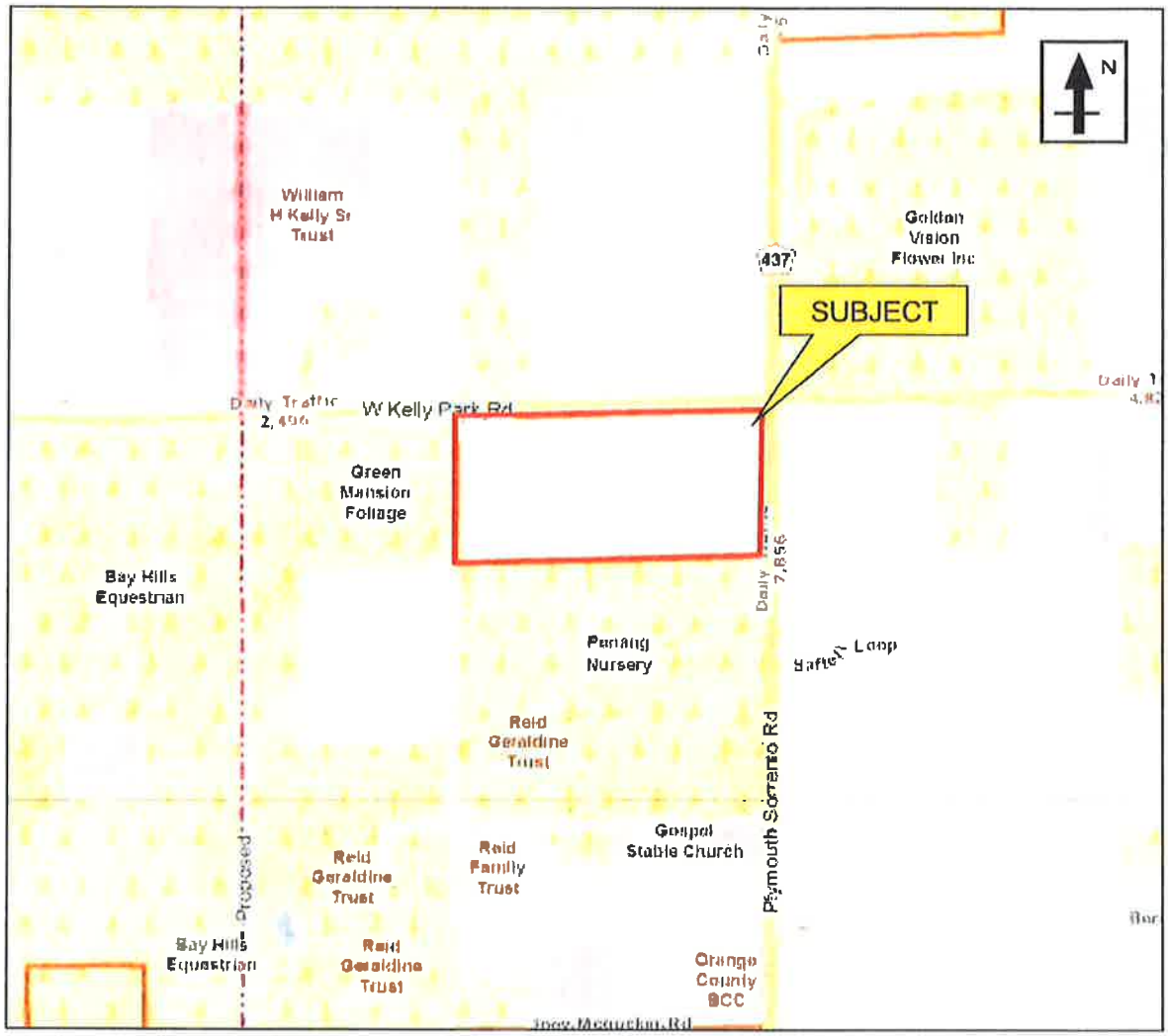
## TAX MAP




*Approximate Representation*
*Source: Orange County Property Appraiser*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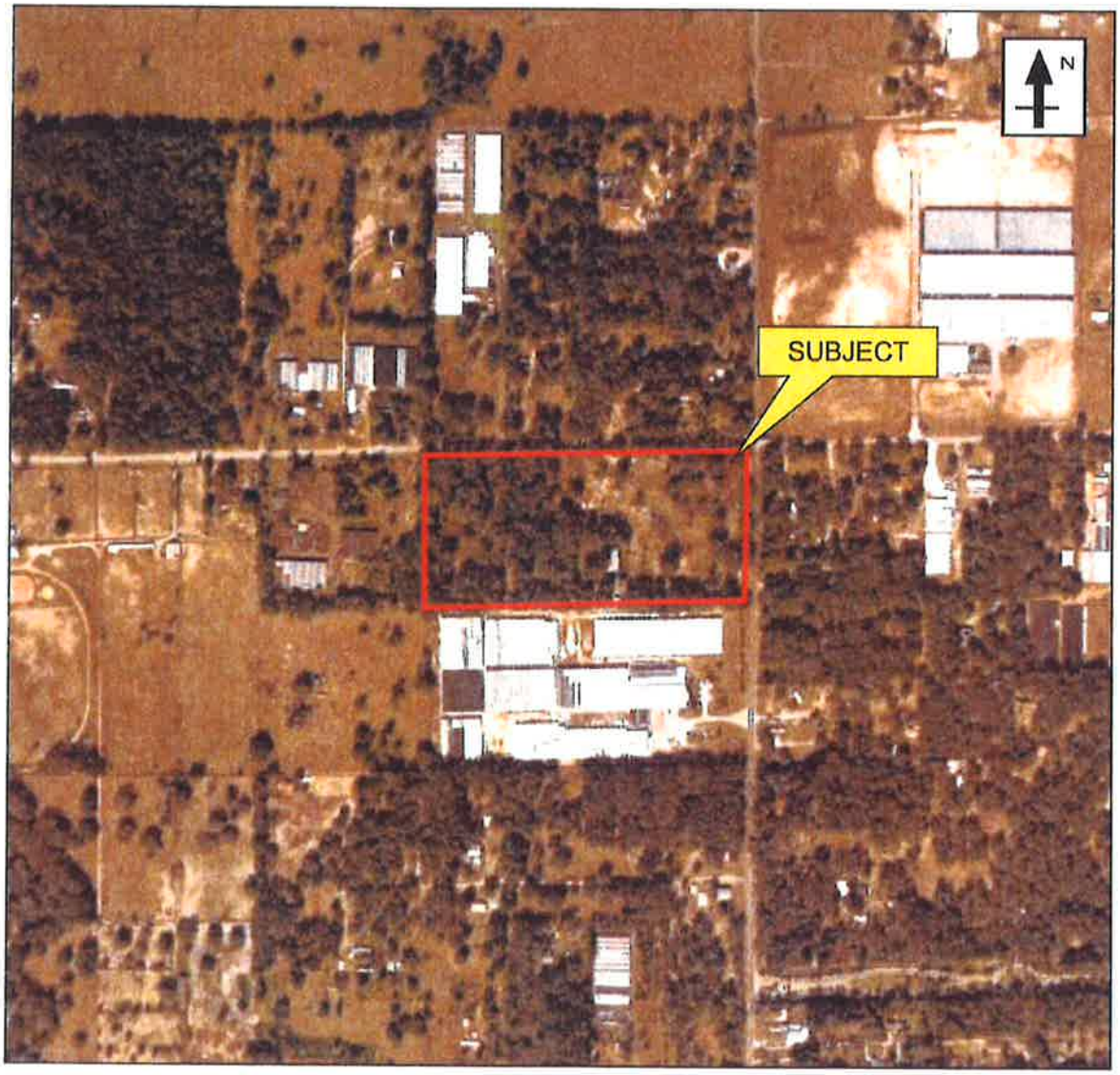
## AERIAL PHOTOGRAPH




*Approximate Representation*
*Source: Orange County Property Appraiser*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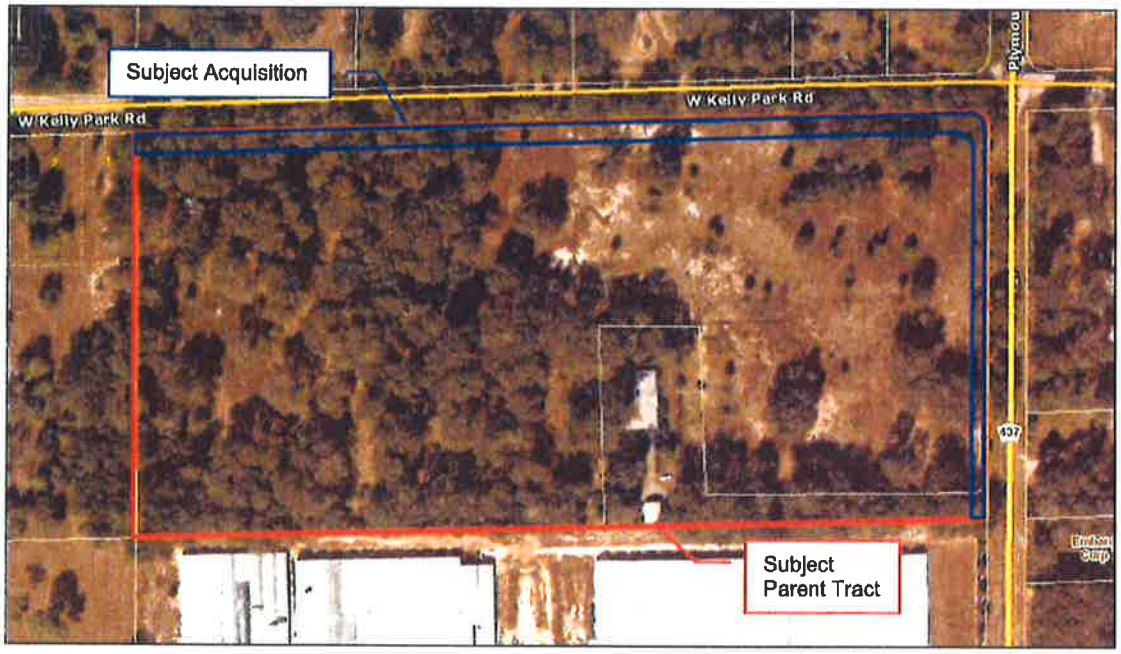
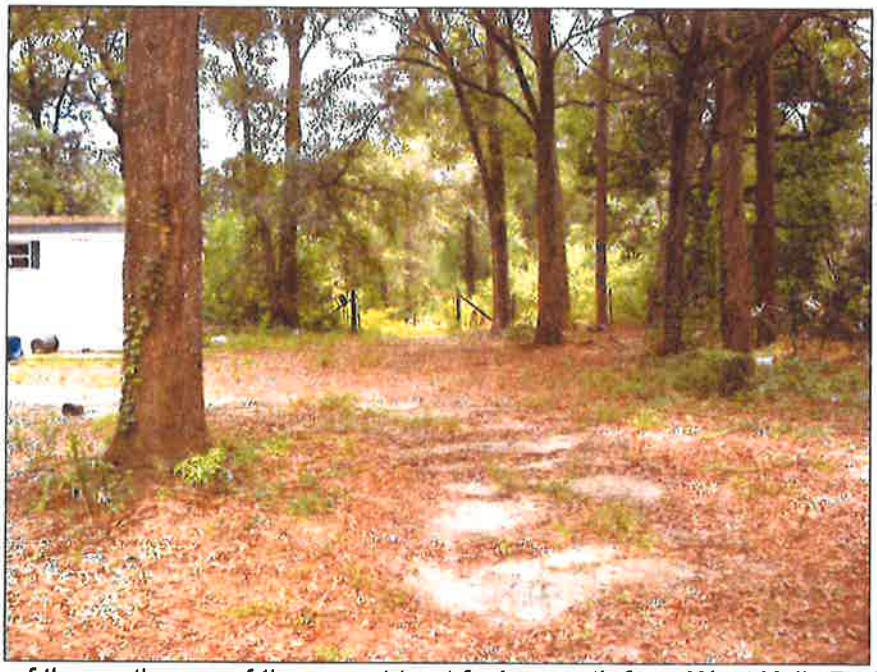
PARCEL NO.: 207
OWNER: ERNEST L. AND SHERMAN L. HORNE, SUCCESSOR CO-TRUSTEES
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: APOPKA/ORANGE

# AERIAL PHOTO (ACQUISITION)




13-090
COPYRIGHT 2013, PINEL & CARPENTER, INC.

## SUBJECT PHOTOGRAPHS



View of the north area of the parent tract facing south from West Kelly Park Rd

View of the north area of the parent tract, facing south


COPYRIGHT 2013, PINEL & CARPENTER, INC.

## SUBJECT PHOTOGRAPHS (CONT.)

View of the north area of the parent tract facing southwest

View of the mobile home in the north area of the parent tract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# J D Horne Trust
# Experts' Fees and Costs
# Parcel 207 – Big Horne

| | |
|---|---|
| Rahenkamp Design Group, Inc. | $ 495.75 |
| Ed Williams | $ 1,000.00 |
| Calhoun, Dreggors & Associates, Inc. | $ 9,325.00 |
| Totals | $10,820.75 |



**EXHIBIT "C"**

# Rahenkamp Design Group, Inc.

*Invoice submitted to:*

Mr. Kent Hipp
Gray, Robinson, P.A.
301 East Pine Street
Suite 1400
Orlando, FL 32801

December 18, 2015

*In Reference To:* Job # 14.050, OOCEA v. J.D. and Kathleen L. Horne Trust
Project: State Road 429 (Wekiva Parkway)
Parcel No. 207

**For Professional Services Rendered:**

| | | Hours | Fees |
|---|---|---|---|
| 02/28/14 | Review OOCEA appraisal (Walter Carpenter) & land planning report (Ellen Hardgrove) | 0.60 | 135.00 |
| 04/02/14 | Research Orange County Property Appraiser website for property information and Deed | 0.40 | 16.80 |
| 06/24/14 | Review OOCEA review appraisal (Consortium Appraisal, Inc.) | 0.20 | 45.00 |
| | Review OOCEA Site Evaluation report (Donald W. McIntosh Associates) | 0.20 | 45.00 |
| | Review OOCEA land planning report | 0.20 | 45.00 |
| 07/16/14 | Review Construction Plans and print applicable sheets for subject property | 0.60 | 25.20 |
| 10/22/14 | Conference call with Rick Dreggors, Kent Hipp, Nick Dancaescu and Harold Lassman re: impacts to subject property; discuss necessity of acquisition per current roadway project | 0.80 | 120.00 |
| | Total Professional Services: | 3.00 | $432.00 |

**For Expenses Incurred:**

| | |
|---|---|
| B&W Xerox: | 40.80 |
| Color Xerox: | 22.95 |
| Total Expenses: | $63.75 |

Development Services • Golf Course Architecture • Eminent Domain
Landscape Architecture • Land Use Planning
(LC0000338)

2816 S. MacDill Avenue
Tampa, FL 33629
Ph: (813) 835-4022 • Fx: (813) 835-9226
Eric@RDGroup.org • www.RDGroup.org

| | Fees |
|---|---|
| Total This Invoice: | $495.75 |
| **Balance Now Due:** | **$495.75** |

# Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

January 07, 2016

Kent L. Hipp Esq.
c/o GrayRobinson, P.A.
301 E. Pine Street
Suite 1400
Orlando, FL 32803

**RE:** **Owner:** **Horne**
**Project:** **Wekiva Parkway**
**Parcel No.:** **207**
**County:** **Orange**

**INVOICE**

Inspect subject property, review original and updated O/OCEA appraisal reports, research/analysis of land sales, analysis of highest and best use, review and discuss pending contract for the subject property, conference with other experts, conference and meetings with owner's representative, review impacts of the taking, analysis of the value of the taking.

| | | |
|---|---|---|
| Abrams: | 16.75 Hrs. x $175/Hr.= | $2,931 |
| Dreggors: | 23.25 Hrs. x $275/Hr.= | 6,394 |
| **Total** | | **$9,325** |

Thank you,

Richard C. Dreggors, GAA
President

RCD/smo

**728 West Smith Street • Orlando, Florida 32804**
**Tel (407) 835-3395 • Fax (407) 835-3393**

| | | |
|---|---|---|
| ***OWNER*** | ***HORNE*** | **COURTNEY ABRAMS** |
| ***PROJECT*** | ***WEKIVA PARKWAY*** | |
| ***PARCEL(S)*** | ***207*** | |
| ***COUNTY*** | ***ORANGE*** | |

| ***DATE*** | ***TYPE OF SERVICE*** | ***HOURS*** |
|---|---|---|
| 03/14/14 | REVIEW OF SUBJECT MATERIAL; REVIEW/ANALYSIS OF O/OCEA APPRAISAL. | 2.75 |
| 04/21/14 | PREPARE FOR MEETING; ANALYSIS OF SUBJECT DOCUMENTS. | 1.25 |
| 04/22/14 | ANALYSIS OF O/OCEA SALES; PRELIMINARY RESEARCH/ANALYSIS OF SALES. | 3.00 |
| 08/14/14 | RESEARCH OF IMPACTS TO THE REMAINDER AS A RESULT OF THE TAKING; REVIEW SCOPE OF WORK. | 4.00 |
| 08/15/14 | ANALYSIS OF VALUATION ISSUES; SALES ANALYSIS. | 2.00 |
| 08/16/14 | UPDATE RESEARCH/ANALYSIS OF LAND SALES. | 1.75 |
| 11/03/14 | CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; WORKED ON PREPARING EXHIBITS OF SUBJECT PROPERTY AND SURROUNDING CFX VALUES. | 2.00 |
| | ***TOTAL HOURS*** | **16.75** |

| | | |
|---|---|---|
| ***OWNER*** | ***HORNE*** | **RICHARD C. DREGGORS, GAA** |
| ***PROJECT*** | ***WEKIVA PARKWAY*** | |
| ***PARCEL(S)*** | ***207*** | |
| ***COUNTY*** | ***ORANGE*** | |

| *DATE* | *TYPE OF SERVICE* | *HOURS* |
|---|---|---|
| 02/06/12 | REVIEW INFORMATION FROM OWNER'S REPRSENTATIVE. | 1.50 |
| 02/10/12 | PREPARE FOR AND MEET WITH OWNER; REVIEW TAKING AND POTENTIAL IMPACTS TO REMAINDER. | 1.75 |
| 02/15/12 | MEETING WITH OWNER'S REPRESENTATIVE; REVIEW PARKWAY PLANS. | 0.50 |
| 05/02/12 | CONFERENCE WITH OWNER'S REPRESENTATIVE; REVIEW SALS. | 0.25 |
| 02/26/14 | REVIEW DOCUMENTS AND REPORTS FROM O/OCEA ON THE SUBJECT PARCEL; CONFERENCE WITH OWNER'S REPRESENTATIVE AND DISCUSS. | 4.25 |
| 03/03/14 | REVIEW O/OCEA REPORTS. | 0.75 |
| 03/04/14 | MEETING WITH OWNER'S REPRESENTATIVE; REVIEW VALUATION ISSUES. | 0.50 |
| 03/24/14 | REVIEW UPDATED APPRAISAL OF THE SUBJECT AND NEARBY PARCELS. | 2.50 |
| 04/22/14 | REVIEW DOCUMENTS TO PREPARE FOR MEETING WITH ENGINEER AND OWNER'S REPRESENTATIVE. | 0.50 |
| 04/23/14 | ANALYSIS OF SCOPE OF WORK; MEETING WITH EXPERTS/OWNER'S REPRESENTATIVE; REVIEW IMPACTS OF THE TAKING. | 0.75 |
| 05/13/14 | CONFERENCE WITH OWNER'S REPRESENTATIVE. | 0.25 |
| 06/13/14 | REVIEW UPDATED CFX APPRAISAL. | 2.00 |
| 08/15/14 | PREPARE FOR MEETING; MEETING WITH OWNER'S REPRESENTATIVE TO REVIEW VALUATION ISSUES; UPDATE LAND SALES RESEARCH. | 2.75 |
| 10/21/14 | REVIEW FILE; CONFERENCE WITH OWNER'S REPRESENTATIVE; PREPARE FOR MEETING. | 1.50 |
| 10/22/14 | MEETING WITH OWNER'S REPRESENTATIVE TO REVIEW VALUATION ISSUES. | 1.75 |

| | | |
|---|---|---|
| ***OWNER*** | ***HORNE*** | **RICHARD C. DREGGORS, GAA** |
| ***PROJECT*** | ***WEKIVA PARKWAY*** | |
| ***PARCEL(S)*** | ***207*** | |
| ***COUNTY*** | ***ORANGE*** | |

| ***DATE*** | ***TYPE OF SERVICE*** | ***HOURS*** |
|---|---|---|
| 06/04/15 | REVIEW CONTRACT ON THE SUBJECT PARCEL; CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING THIS CONTRACT. | 1.75 |
| | ***TOTAL HOURS*** | **23.25** |

# CONSENT AGENDA ITEM

# #18

Shutts

# MEMORANDUM

TO: Central Florida Expressway Authority Board Members

CLIENT-MATTER NO.: 19125.0089

FROM: David A. Shontz, Esq., Right-of-Way Counsel

DATE: April 25, 2016

RE: State Road 429 Wekiva Parkway, Project 429-203; Parcel 175
Proposed Settlement Including Fees and Costs

---

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of the Board of a negotiated settlement between Ernest L. Horne and Karen H. Morris, as Successor Co-Trustees of the J.D. and Kathleen L. Horne Trust, dated June 11, 2002, (the "Owners") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 175 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-203.

## DESCRIPTION AND BACKGROUND

Parcel 175 is a fee simple acquisition of 1.524 acres, more or less, located on Plymouth Sorrento Road north of West Ponkan Road in Orange County, Florida. The parent tract contains a total of 6.013 acres. The property is improved with a 1,088 s.f. single family home, an 11,600 s.f. greenhouse, an open wood horse stable, and an open wood accessory. In the after condition, the roadway will be 26' to 30' above the existing grade of the remainder.

The Property is zoned A-1, Citrus Rural Agricultural District by Orange County which provides for primarily residential/agricultural uses. The future land use designation is Rural/Agricultural, by Orange County. The highest and best use of the property as vacant was determined to be for agricultural or rural single-family residential use. The highest and best use as improved is as a low-density rural single-family residential development as dictated by future demand.

The CFX's appraisal of the property was prepared by Walter N. Carpenter, Jr., MAI/CRE, of Pinel & Carpenter, Inc. Mr. Carpenter used four (4) comparable land sales with prices ranging from $12,016 to $24,000 per acre, and two (2) listings of vacant property with prices of $26,946 and $28,393 per acre to estimate the land value of the Subject Property. Due to the zoning and future land use of the Subject Property and its location within a flood zone, Mr.

Carpenter opined the value of the parent tract to be $15,000 per acre. Thus, the value of the 1.524 acres being taken is estimated at $22,860. Mr. Carpenter's analysis found no damages to the remainder property.

Although the Respondents have not finalized their appraisal report, Kent Hipp counsel for the property owners argued the land value should be $40,000 per acre, and the remainder has suffered damages of 50%. Additionally, Mr. Hipp argued that the CFX's own appraisers for the immediate parcel to the south and two parcels to the north were similarly valued. Specifically, Mr. Hall on behalf of the CFX appraised parcels 174 and 177 for $30,000 per acre and 30% damages. Additionally, Mr. Hall also appraised parcel 178 for $30,000 per acre and 50% damages.

The Respondents have expert's fees and costs to date totaling $6,158.95. Accordingly, the parties were able to reach an agreement in full settlement of all claims for compensation by the property owners in the amount of $100,000, plus reduced experts' fees of $5,000, plus statutory attorney's fees totaling $25,456.20.

The CFX Right-of-Way Committee recommended the settlement at its April 27, 2016, meeting.

For the above-cited reasons, Right-of-Way counsel requests the approval by the Board of the negotiated settlement in the amount of $100,000 plus attorney's fees and costs and experts fees and costs totaling $30,456.20, which is in the CFX's best interest. Settlement of the underlying claim, apportionment issues, and all fees and costs will eliminate further risk and unnecessary expenses that the CFX will ultimately incur with further litigation of the condemnation action to acquire Parcel 175.

## RECOMMENDATION

We respectfully request that the CFX Board approve the proposed settlement agreement with a total settlement of $130,456.20 in full settlement of all claims for compensation and apportionment in the acquisition of Parcel 175, including all statutory attorney's fees and costs and all experts' fees and costs.

## ATTACHMENTS

Exhibit "A" – Sketch of the Subject Property
Exhibit "B" – Photographs of the Subject Property and Area
Exhibit "C" – Experts Invoices

Reviewed by: Joseph J Passiatore

ORLDOCS 14647925 1

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
WEKIVA PARKWAY - PROJECT NO. 429-203
LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND RAILROAD SPIKE WITH NO IDENTIFICATION MARKING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 89°27'56" WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 24, A DISTANCE OF 1336.19 FEET TO ITS INTERSECTION WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°14'39" WEST ALONG SAID WEST LINE, A DISTANCE OF 600.06 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH 600 FEET OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°27'56" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 320.94 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 5919.58 FEET, A CHORD DISTANCE OF 200.80 FEET AND A CHORD BEARING OF SOUTH 05°39'26" EAST; THENCE DEPARTING SAID SOUTH LINE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°56'37", A DISTANCE OF 200.81 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 800 FEET OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID CURVE RUN SOUTH 89°27'56" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 341.59 FEET TO ITS INTERSECTION WITH THE AFORESAID WEST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°14'39" EAST ALONG SAID WEST LINE, A DISTANCE OF 200.02 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1.524 ACRES, MORE OR LESS

NOTE:
THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AS TO FILE NO. 2037-2846856 DATED 11/05/2012.

**LEGEND & ABBREVIATIONS**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| CB | = CHORD BEARING | ID. | = IDENTIFICATION | P.I. | = POINT OF INTERSECTION | (R) | = RADIAL |
| C.C.R. | = CERTIFIED CORNER RECORD | I.R. | = IRON ROD | P.O.B. | = POINT OF BEGINNING | SEC. | = SECTION |
| CH | = CHORD LENGTH | L | = ARC LENGTH | P.O.C. | = POINT OF COMMENCEMENT | TITF | = TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND |
| COR. | = CORNER | L.A. | = LIMITED ACCESS | PROJ. | = PROJECT | W/ | = WITH |
| (C) | = CALCULATED DISTANCE | LB | = LICENSED SURVEY BUSINESS | P.T. | = POINT OF TANGENCY | ℄ | = PROPERTY LINE |
| D.B. | = DEED BOOK | LT | = LEFT | (P) | = PLAT | ≠ | = SAME PROPERTY OWNER |
| ESMT | = EASEMENT | NO. | = NUMBER | R | = RADIUS | Δ | = DELTA (CENTRAL ANGLE) |
| EXIST. | = EXISTING | O.R.B. | = OFFICIAL RECORDS BOOK | R.B.M. | = ROAD BOND MAP | ⊙ | = CHANGE IN DIRECTION |
| FND. | = FOUND | P.C. | = POINT OF CURVATURE | RT | = RIGHT | ⊣⊣⊣ | = LIMITED ACCESS R/W LINE |
| FPC | = FLORIDA POWER CORPORATION | PG./PGS. | = PAGE / PAGES | R/W | = RIGHT OF WAY | ——— | = R/W LINE |
| (F) | = FIELD DISTANCE | | | | | | |

| | |
|---|---|
| DATE | SEPTEMBER 16, 2013 |
| DRAWN BY | M.ROLLINS |
| CHECKED BY | S.WARE |
| BSA PROJECT NO. | EA11-11 |

| REVISION | BY | DATE |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

CERTIFICATION OF AUTHORIZATION No. LB 1221
BOWYER SINGLETON
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120
FAX 407-649-8664

**SKETCH OF DESCRIPTION.**
**THIS IS NOT A BOUNDARY SURVEY.**

S.R. 429 (WEKIVA PARKWAY)
ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

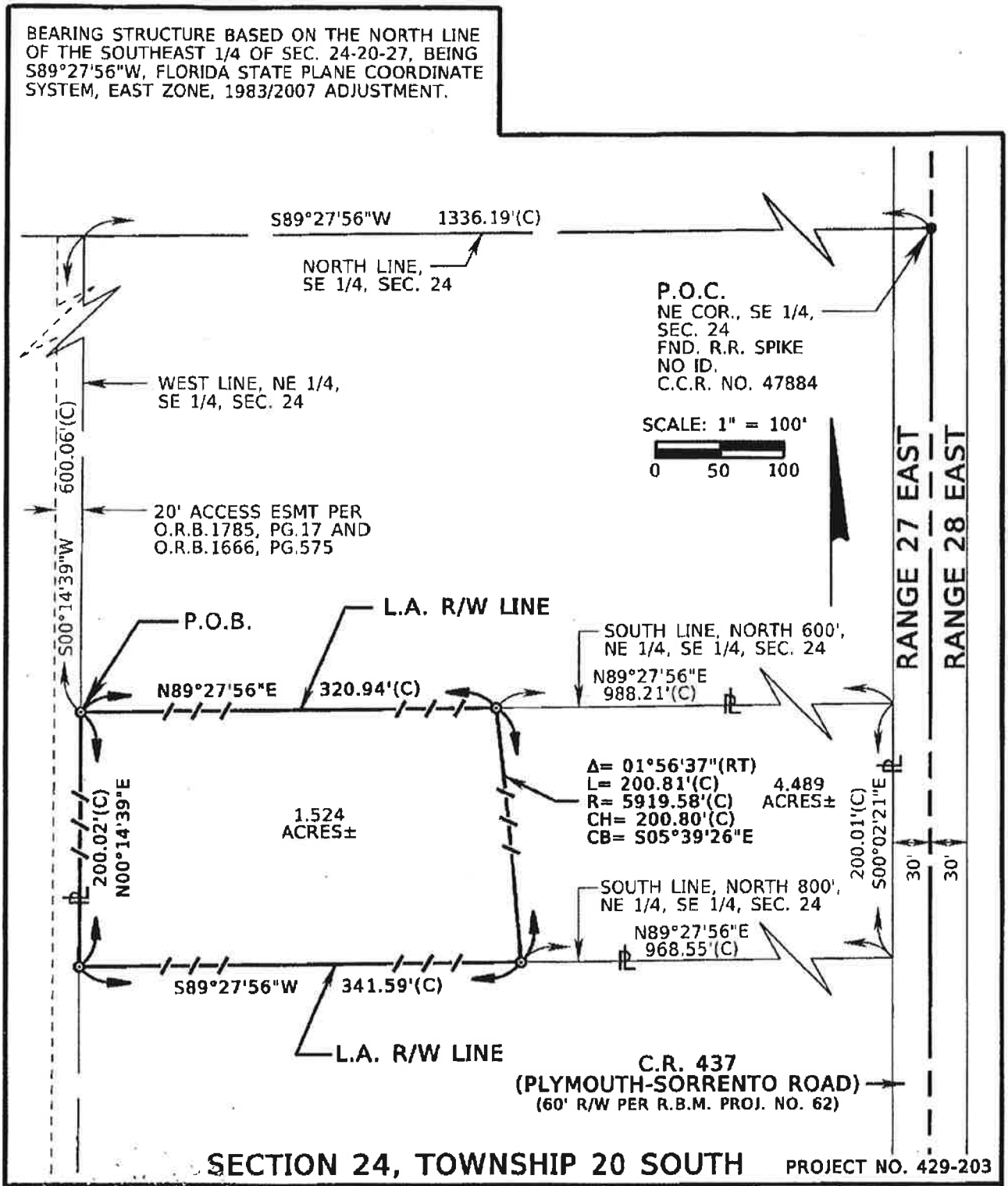
**PARCEL 175**

SCALE: N/A

SHEET 1 OF 2

**EXHIBIT "A"**

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SEC. 24-20-27, BEING S89°27'56"W, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.




## SECTION 24, TOWNSHIP 20 SOUTH

PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 61-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

WILLIAM E. BYRD, P.S.M. LICENSE NUMBER 5442 — DATE 5/16/13

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER


CERTIFICATION OF AUTHORIZATION No. LB 1931
BOWYER SINGLETON
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120
FAX 407-649-8664


SKETCH OF DESCRIPTION.
THIS IS NOT A BOUNDARY SURVEY.

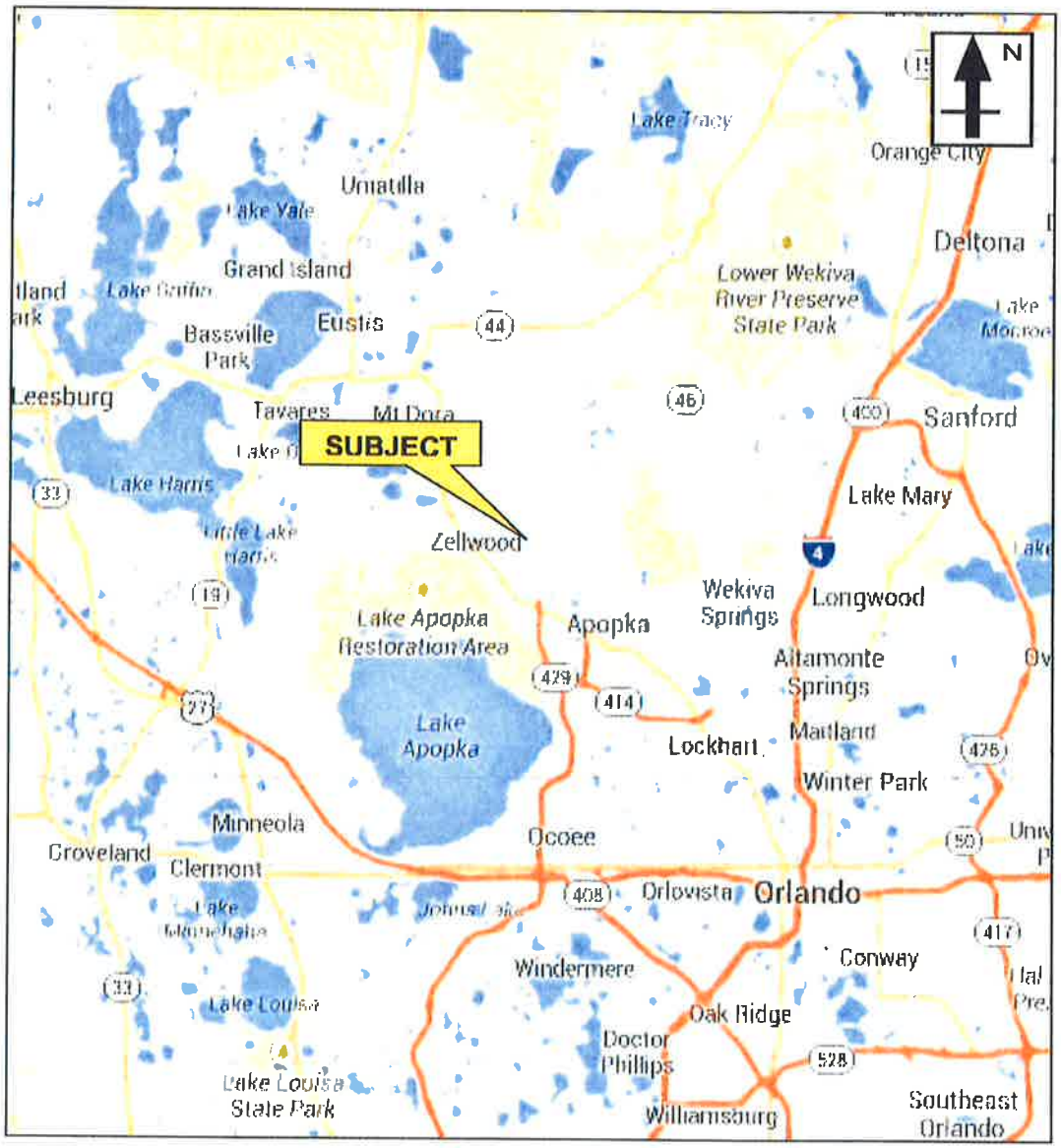
S.R. 429 (WEKIVA PARKWAY)
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 175

SCALE: 1"=100'

SHEET 2 OF 2

## AREA MAP




*Approximate Representation*
*Source: Google Maps*


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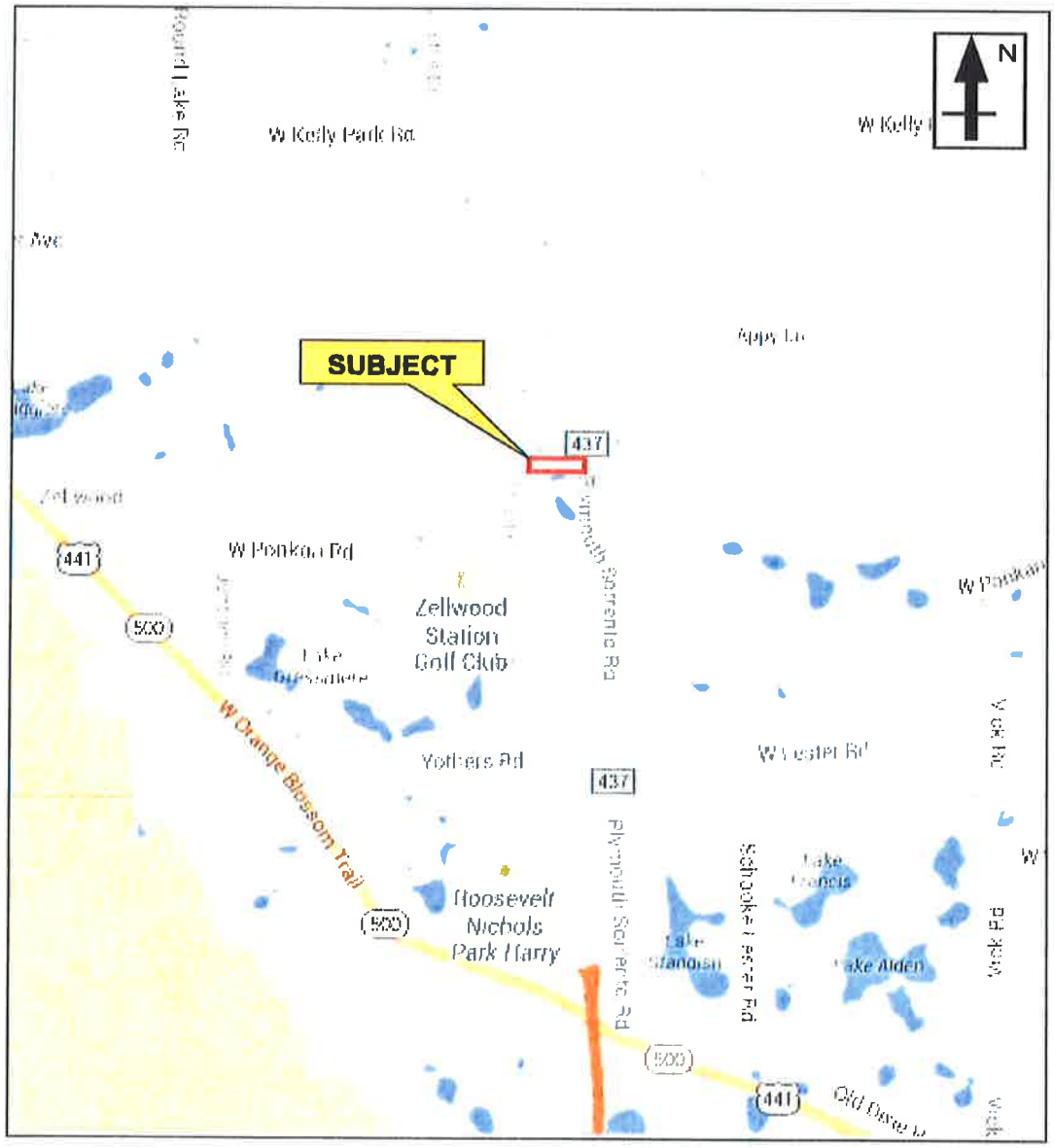
**EXHIBIT "B"**

## LOCATION MAP




*Approximate Representation*
*Source: Google Maps*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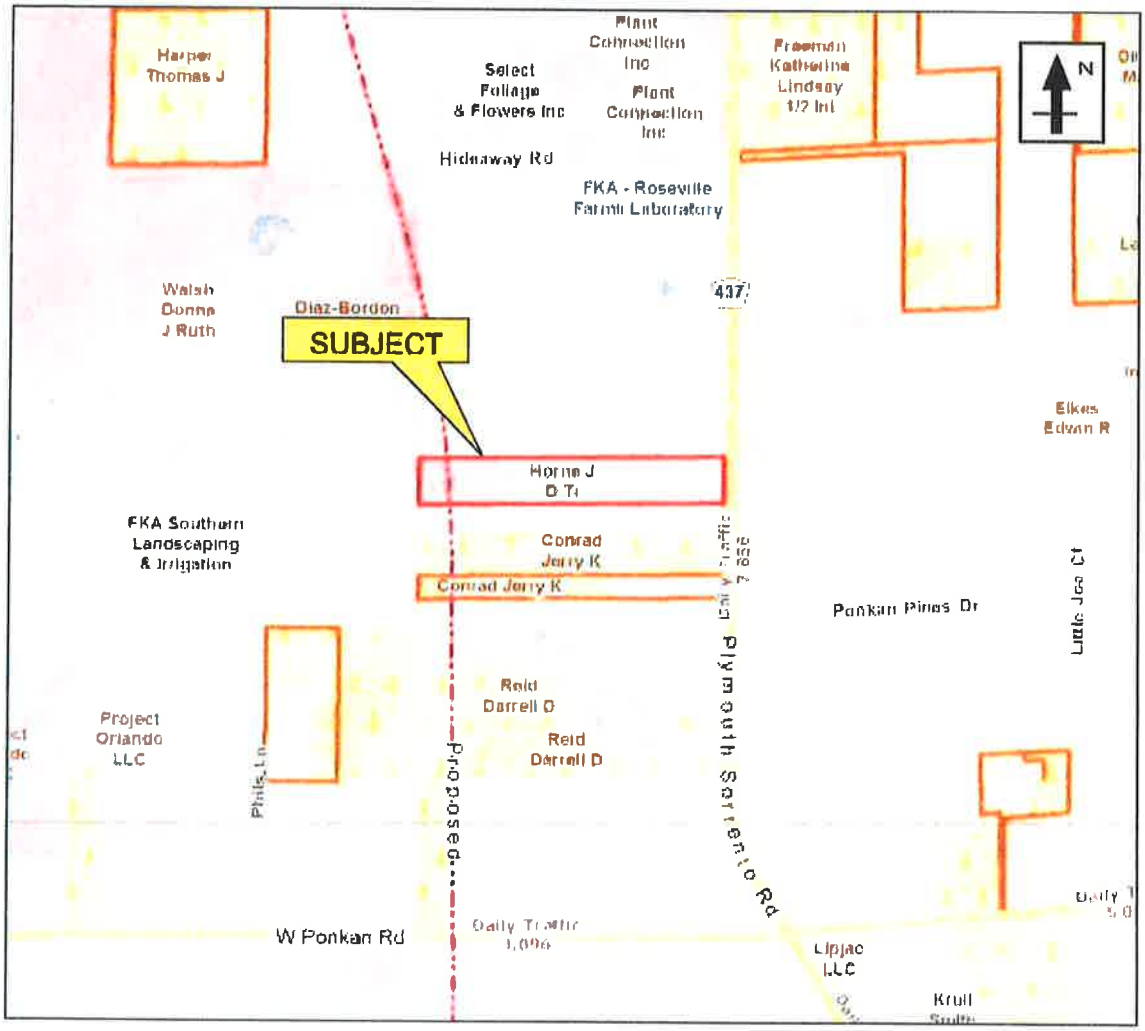
## TAX MAP




*Approximate Representation*
*Source: Orange County Property Appraiser*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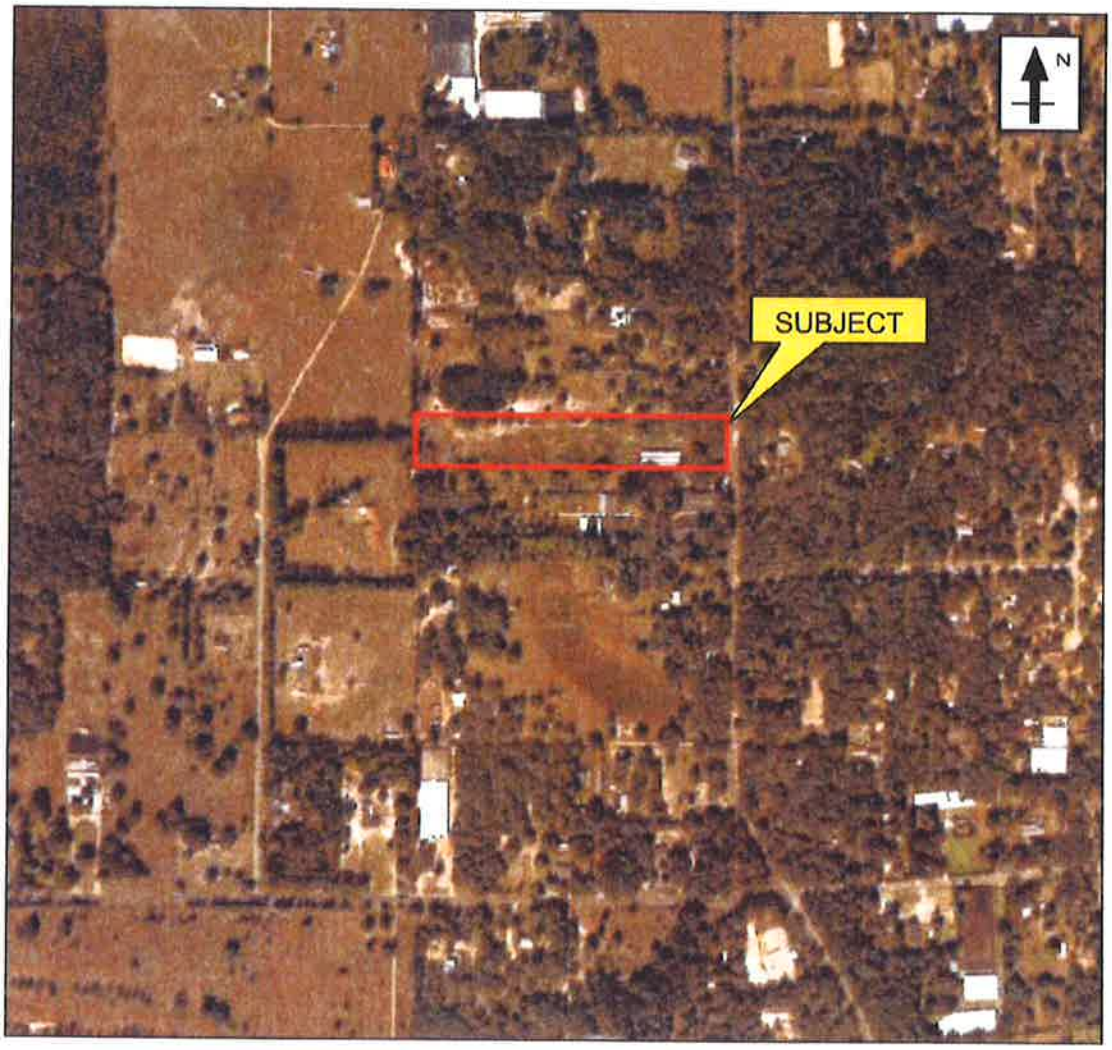
## AERIAL PHOTOGRAPH




*Approximate Representation*
*Source: Orange County Property Appraiser*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# J D Horne Trust
# Experts' Fees and Costs
# Parcel 175 – Little Horne

| | |
|---|---|
| Rahenkamp Design Group, Inc. | $ 291.45 |
| Tipton and Associates, Inc. | $ 562.50 |
| Calhoun, Dreggors & Associates, Inc. | $ 5,305.00 |
| Totals | $ 6,158.95 |



**EXHIBIT "C"**

# Rahenkamp Design Group, Inc.

*Invoice submitted to:*

Mr. Kent Hipp
Gray, Robinson, P.A.
301 East Pine Street
Suite 1400
Orlando, FL 32801

December 18, 2015

*In Reference To:* Job # 12.024, OOCEA v. J.D. and Kathleen L. Horne Trust
Project: State Road 429 (Wekiva Parkway)
Parcel No. 175

**For Professional Services Rendered:**

| | | Hours | Fees |
|---|---|---|---|
| 04/30/13 | Review scheduling & update letter from Craig Willis | 0.20 | 45.00 |
| 02/27/14 | Review OOCEA Statement of Offer, Sketch of Description & title information | 0.20 | 45.00 |
| 02/28/14 | Review OOCEA Statement of Offer; review Commitment for Title Insurance; review OOCEA appraisal (Pinel & Carpenter) | 0.40 | 90.00 |
| 06/24/14 | Review OOCEA review appraisal (Consortium Appraisal, Inc.) | 0.20 | 45.00 |
| | Total Professional Services: | 1.00 | $225.00 |

**For Expenses Incurred:**

| | |
|---|---|
| B&W Xerox: | 62.20 |
| Color Xerox: | 4.25 |
| Total Expenses: | $66.45 |
| Total This Invoice: | $291.45 |

Development Services • Golf Course Architecture • Eminent Domain
Landscape Architecture • Land Use Planning
(LC0000343)

2816 S. MacDill Avenue
Tampa, FL 33629
Ph: (813) 835-4022 • Fx: (813) 835-9226
Eric@RDGroup.org • www.RDGroup.org

| | Fees |
|---|---|
| **Balance Now Due:** | **$291.45** |

**Tipton Associates Incorporated**
760 Maguire Blvd
Orlando, FL 32803-
Tel: 407-894-2055 Fax: 407-896-9949

**Invoice Number:** 15564
May 06, 2014
Page number 1

Project 4436: J D Horne Trust ROW

Kent L Hipp, Esq.
Gray Robinson
P.O. Box 3068
Orlando, FL 32802-3068

Professional Services for the period ended April 30, 2014

Project 4436:1 Parcel

| **Professional Services** | **Hours** | **Rate** | **Amount** |
|---|---|---|---|
| Chief Engineer/Planner | 2.50 | $225.00 | $562.50 |
| | | Services Total | $562.50 |
| | | Charges Subtotal | $562.50 |
| | | **Invoice Total** | **$562.50** |

# Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

January 07, 2016

Kent L. Hipp Esq.
c/o GrayRobinson, P.A.
301 E. Pine Street
Suite 1400
Orlando, FL 32803

**RE: Owner: Horne**
**Project: Wekiva Parkway**
**Parcel No.: 175**
**County: Orange**

## INVOICE

Inspect subject, analysis of highest and best use, sales research of vacant land, prepare for and attend conference calls/meetings with owner's representative, review impacts of taking, meeting with owner's representative to review valuation issues, analysis of taking and value of the taking.

| | | |
|---|---|---|
| Researcher: | 11.75 Hrs. x $ 75/Hr. = | $ 881 |
| Abrams: | 13.50 Hrs. x $175/Hr. = | 2,362 |
| Dreggors: | 7.50 Hrs. x $275/Hr. = | 2,062 |
| **Total** | | **$5,305** |

Thank you,

Richard C. Dreggors, GAA
President

RCD/ddp

728 West Smith Street • Orlando, Florida 32804
Tel (407) 835-3395 • Fax (407) 835-3393

| | | |
|---|---|---|
| ***OWNER*** | ***HORNE*** | **RESEARCHER** |
| ***PROJECT*** | ***WEKIVA PARKWAY*** | |
| ***PARCEL(S)*** | ***175*** | |
| ***COUNTY*** | ***ORANGE*** | |

| *DATE* | *TYPE OF SERVICE* | *HOURS* |
|---|---|---|
| 03/26/14 | ASSISTED WITH SALES RESEARCH; PRINT DEED, PROPERTY CARDS FOR SALES. | 6.00 |
| 03/27/14 | ASSISTED WITH SALES RESEARCH; PRINT DEED, PROPERTY CARDS FOR SALES. | 5.75 |
| | ***TOTAL HOURS*** | **11.75** |

| | | |
|---|---|---|
| ***OWNER*** | ***HORNE*** | **COURTNEY ABRAMS** |
| ***PROJECT*** | ***WEKIVA PARKWAY*** | |
| ***PARCEL(S)*** | ***175*** | |
| ***COUNTY*** | ***ORANGE*** | |

| *DATE* | *TYPE OF SERVICE* | *HOURS* |
|---|---|---|
| 02/15/12 | REVIEW SUBJECT MATERIAL; REVIEW SCOPE OF WORK. | 1.50 |
| 05/01/12 | ANALYSIS OF HIGHEST AND BEST USE; RESEARCH AND ANALYSIS OF SALES. | 3.00 |
| 10/03/13 | UPDATE SALES RESEARCH. | 2.00 |
| 03/04/14 | REVIEW/ANALYSIS OF O/OCEA APPRAISAL. | 0.75 |
| 03/25/14 | ANALYSIS OF SALES. | 1.75 |
| 08/15/14 | PREPARE FOR MEETING. | 0.75 |
| 11/03/14 | CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; WORKED ON PREPARING EXHIBITS OF SUBJECT PROPERTY AND SURROUNDING CFX VALUES. | 2.00 |
| 12/04/15 | CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; UPDATED EXHIBITS FOR OWNER'S REPRESENTATIVE. | 1.75 |
| | ***TOTAL HOURS*** | **13.50** |

| | | |
|---|---|---|
| ***OWNER*** | ***HORNE*** | **RICHARD C. DREGGORS, GAA** |
| ***PROJECT*** | ***WEKIVA PARKWAY*** | |
| ***PARCEL(S)*** | ***175*** | |
| ***COUNTY*** | ***ORANGE*** | |

| ***DATE*** | ***TYPE OF SERVICE*** | ***HOURS*** |
|---|---|---|
| 02/06/12 | REVIEW INFORMATION FROM OWNER'S REPRSENTATIVE. | 1.00 |
| 02/10/12 | PREPARE FOR AND MEET WITH OWNER; REVIEW TAKING AND POTENTIAL IMPACTS TO REMAINDER. | 0.75 |
| 02/15/12 | MEETING WITH OWNER'S REPRESENTATIVE; REVIEW PARKWAY PLANS. | 0.25 |
| 05/01/12 | CONFERENCE WITH OWNER'S REPRESENTATIVE; MEETING WITH ASSOCIATE; REVIEW SALES. | 0.50 |
| 04/30/13 | REVIEW CORRESPONDENCE. | 0.25 |
| 07/18/13 | REVIEW DOCUMENTS FROM OWNER'S REPRESENTATIVE. | 0.25 |
| 03/04/14 | MEETING WITH OWNER'S REPRESENTATIVE; REVIEW VALUATION ISSUES. | 0.75 |
| 04/22/14 | REVIEW DOCUMENTS TO PREPARE FOR MEETING WITH ENGINEER AND OWNER'S REPRESENTATIVE. | 0.50 |
| 04/23/14 | ANALYSIS OF SCOPE OF WORK; MEETING WITH EXPERTS/OWNER'S REPRESENTATIVE; REVIEW IMPACTS OF THE TAKING. | 0.50 |
| 05/13/14 | CONFERENCE WITH OWNER'S REPRESENTATIVE. | 0.25 |
| 10/21/14 | REVIEW FILE; CONFERENCE WITH OWNER'S REPRESENTATIVE; PREPARE FOR MEETING. | 0.50 |
| 10/22/14 | MEETING WITH OWNER'S REPRESENTATIVE TO REVIEW VALUATION ISSUES. | 1.00 |
| 08/15/14 | PREPARE FOR MEETING; MEETING WITH OWNER'S REPRESENTATIVE TO REVIEW VALUATION ISSUES; UPDATE LAND SALES RESEARCH. | 1.00 |
| | ***TOTAL HOURS*** | **7.50** |

# CONSENT AGENDA ITEM

# #19

Shutts

# MEMORANDUM

TO: Central Florida Expressway Authority Board Members

CLIENT-MATTER NO.: 19125.0143

FROM: David A. Shontz, Esq., Right-of-Way Counsel

DATE: April 13, 2016

RE: State Road 429 Wekiva Parkway, Project 429-204; Parcel 240
Proposed Mediated Settlement Including Fees and Costs

---

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of the CFX Board of a proposed mediated settlement between Stephen Lee Rigsby and Mark Lane Rigsby, (the "Owners") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 240 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-204.

## DESCRIPTION AND BACKGROUND

Parcel 240 ("Subject Property") is a fee simple acquisition of 1.479 acres, more or less, from property consisting of approximately 6.976 acres, located on the south side of Ondich Road and west of Plymouth Sorrento Road in Orange County, Florida. The property is improved with a 1,412 s.f., 3 bed/2 bath single family residence; a 348 s.f. garage and a rear porch with a wooden deck. Additional improvements include a 40' by 45' open-end Quonset hut with a 60' x 45' concrete slab, a concrete parking slab north of the garage, a small open shed along the south property line, a shell/dirt driveway, wood/field wire fencing along the north and south property lines, and landscaping of native trees, shrubs, pasture, and grass. A manufactured home is located along the south property line.

The Property is zoned A-1, Citrus Rural District by Orange County which provides for primarily residential/agricultural uses, and for which future development is uncertain, and for which a more restricted zoning is considered premature. The future land use designation is R, Rural/Agricultural, by Orange County, and the property adjoins the city limits of Apopka. The highest and best use of the property as vacant was determined to be for rural residential development. The highest and best use as improved is the continued single family residential use.

The CFX's appraisal of the property was prepared by David K. Hall, ASA, of Bullard, Hall & Adams, Inc. Mr. Hall used a sales comparison approach to estimate the land of the Subject Property. In estimating the land value of the Subject Property, Mr. Hall used five (5) comparable sales with an adjusted range of $22,874 to $30,021 per acre, with a concluded value of $30,000 per acre. Mr. Hall also used the sales comparison approach to estimate the value of the improvements on the subject property. Mr. Hall located three (3) comparable improved properties with adjusted sales prices ranging from $81.62 to $98.77 per square foot of living area, arriving at the value of $98.00 per square foot of living area for the subject.

There are no building improvements in the area of taking, so Mr. Hall opines the land value of the taking is 1.479 acres @ $30,000 per acre or $44,400. Additionally, John Speer provided a cost estimate for the improvements in the taking including fencing, posts, the 12' by 14' open wood shed, a 126 square feet concrete slab, septic system, water line, wood utility pole with electrical box, and pasture grasses totaling $15,400. Thus, the value of the land and improvements taken total $59,800.

After the taking, the residence will be approximately 480 feet from the taking at the east line, with the new east property line being the limited access right of way line. The residence will also be approximately 140 feet from the new limited access right of way line which is improved with a water retention area adjacent to the elevated roadway and overpass and interchange at Ondich Road, and adjacent to a water retention pond on the northern portion of the remainder property. Due to the proximity of these elements of the Wekiva Parkway, Mr. Hall opined a reduction in value to the remainder land and improvements at 50%. John Speer also provided a cost to cure of $4,200 to reestablish fencing along the new right of way line to maintain security and containment, and to cap the water line to the dilapidated manufacturer home. Thus, Mr. Hall opined the total compensation due for the taking of Parcel 240 is $208,000 ($59,800 land and improvements, damages $144,000, and cost to cure of $4,200).

Richard C. Dreggors, GAA, of Calhoun, Dreggors & Associates prepared the appraisal report for the Respondents. Mr. Dreggors utilized information from VHB as to land planning, MEI as to engineering, and Power Acoustics, Inc. as to a sound report, to prepare his appraisal report. Mr. Dreggors opined the highest and best use as vacant would be for a single family use, and the highest and best use as improved for the continued use of the existing single family home.

Mr. Dreggors utilized four (4) comparable land sales ranging in value from $39,063 to $49,342 per acre, arriving at a valuation of $47,500 per acre for the Subject Property. Mr. Dreggors used the Direct Comparison Approach to estimate the value of the subject property by comparison with similarly improved properties. Mr. Dreggors utilized five (5) comparable sales ranging from $107.65 per square foot to $118.80 per square foot, arriving at a value of $110.00 per square foot for the subject property improvements. Additionally, Mr. Dreggors opines the remainder property and the value of the remainder improvements will be damaged 50% by the close proximity of the Wekiva Parkway, and Mr. Morris of MEI estimated a cost to cure of $4,200. Thus, Mr. Dreggors opined the total value of the taking is $290,500($70,300 land, $15,400 improvements, damages $200,600, and cost to cure $4,200).

Trial of this matter was scheduled to begin on June 20, 2016, and the parties agreed to mediation prior to completion of extensive pre-trial discovery. During mediation, the parties were able to reach a settlement in the amount of $239,500 as full settlement of all claims for compensation by the property owner, plus statutory attorney's fees totaling $10,395, plus reduced expert fees and costs totaling $41,227.

For the above-cited reasons, Right-of-Way counsel requests Board approval of the mediated settlement in the amount of $239,500, plus attorney's fees and costs and experts fees and costs totaling $51,622, which is in the CFX's best interest. Settlement of the underlying claim, and all fees and costs will eliminate further risk and unnecessary expenses that the CFX will ultimately incur with further litigation of the condemnation action to acquire Parcel 240.

The Right-of-Way Committee recommended approval of the proposed settlement at its April 27, 2016, meeting.

## RECOMMENDATION

We respectfully request that the CFX Board approve the proposed settlement agreement with a total settlement of $291,122 in full settlement of all claims for compensation in the acquisition of Parcel 240, including all statutory attorney's fees and costs and all experts' fees and costs.

## ATTACHMENTS

Exhibit "A" – Sketch of the Subject Property
Exhibit "B" – Photographs of the Subject Property and Area
Exhibit "C" – Mediated Settlement Agreement – Parcel 240
Exhibit "D" – Experts Invoices

Reviewed by: Joseph Passiatore

ORLDOCS 14647946 1

# LEGAL DESCRIPTION

PARCEL 240
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3147, PAGE 1623 AND BOOK 9482, PAGE 2623, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, (A 1/2" IRON ROD IN WELLBOX AS NOW EXISTS); THENCE SOUTH 89°21'11" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 12, A DISTANCE OF 2016.03 FEET; THENCE SOUTH 00°21'28" WEST AND DEPARTING SAID SOUTH LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING SOUTH RIGHT OF WAY LINE OF ONDICH ROAD AND A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND BEING THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5576, PAGE 4295 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE CONTINUE SOUTH 00°21'28" WEST AND DEPARTING SAID SOUTH RIGHT OF WAY LINE AND ALONG SAID WEST LINE, A DISTANCE OF 734.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°21'28" WEST ALONG SAID WEST LINE, A DISTANCE OF 565.31 FEET TO A POINT ON THE NORTHERN BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7706, PAGE 188 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE SOUTH 89°17'05" WEST ALONG SAID NORTHERN BOUNDARY, A DISTANCE OF 106.56 FEET TO THE NORTHEAST CORNER OF EMERY SMITH SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 22 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE SOUTH 89°18'22" WEST ALONG THE NORTH LINE OF SAID EMERY SMITH SUBDIVISION, A DISTANCE OF 113.23 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE FROM A TANGENT BEARING OF NORTH 18°35'31" EAST, NORTHEASTERLY 350.37 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 4987.67 FEET, A CENTRAL ANGLE OF 04°01'30" AND A CHORD BEARING OF NORTH 20°36'16" EAST TO A POINT OF TANGENCY; THENCE NORTH 22°37'00" EAST, A DISTANCE OF 260.12 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1.479 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

RUSSELL J. MARKS, PSM NO. 5623 — DATE 3/25/14

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

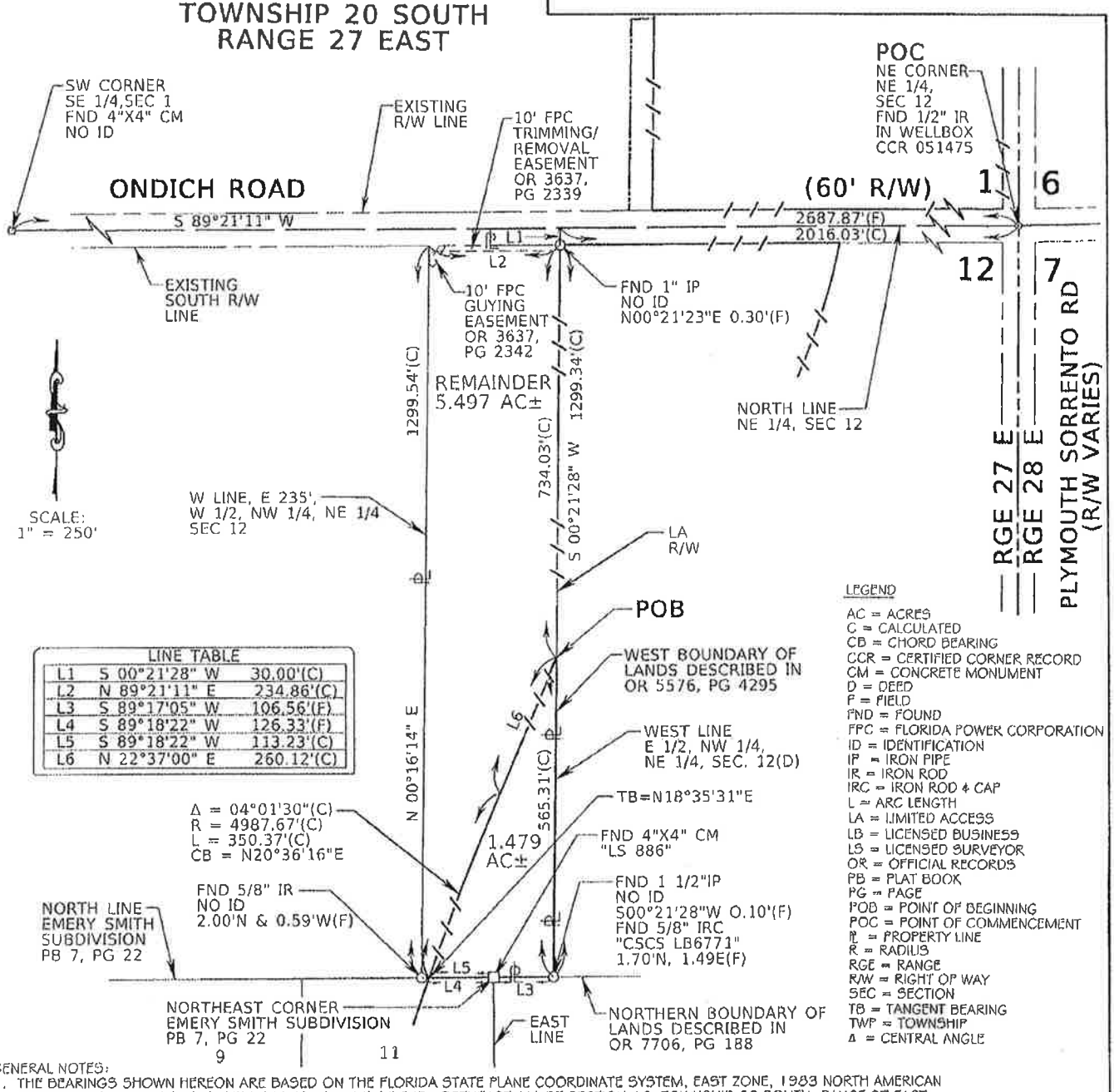
| | | | | |
|---|---|---|---|---|
| FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY | | | STATE ROAD 429 | |
| DESIGNED BY: RJM | DATE: 3/18/14 | | URS CORPORATION<br>315 E. ROBINSON STREET<br>SUITE 245<br>ORLANDO, FL 32801-1949<br>PH (407) 422-0353<br>LICENSED BUSINESS NO. 6839 | REVISIONS: |
| DRAWN BY: SMP | JOB NO: | | | |
| APPROVED BY: RJM | OOCEA PROJECT NO: 429-204 | | | SHEET: 1 OF 2 |

**EXHIBIT "A"**

# SKETCH OF DESCRIPTION

PARCEL 240
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

## TOWNSHIP 20 SOUTH
## RANGE 27 EAST




| LINE TABLE | | |
|---|---|---|
| L1 | S 00°21'28" W | 30.00'(C) |
| L2 | N 89°21'11" E | 234.86'(C) |
| L3 | S 89°17'05" W | 106.56'(F) |
| L4 | S 89°18'22" W | 126.33'(F) |
| L5 | S 89°18'22" W | 113.23'(C) |
| L6 | N 22°37'00" E | 260.12'(C) |

LEGEND

AC = ACRES
C = CALCULATED
CB = CHORD BEARING
CCR = CERTIFIED CORNER RECORD
CM = CONCRETE MONUMENT
D = DEED
F = FIELD
FND = FOUND
FPC = FLORIDA POWER CORPORATION
ID = IDENTIFICATION
IP = IRON PIPE
IR = IRON ROD
IRC = IRON ROD & CAP
L = ARC LENGTH
LA = LIMITED ACCESS
LB = LICENSED BUSINESS
LS = LICENSED SURVEYOR
OR = OFFICIAL RECORDS
PB = PLAT BOOK
PG = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
℄ = PROPERTY LINE
R = RADIUS
RGE = RANGE
R/W = RIGHT OF WAY
SEC = SECTION
TB = TANGENT BEARING
TWP = TOWNSHIP
Δ = CENTRAL ANGLE

GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 19, 2012, FILE NO. 2037-2856936 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

| | | | | |
|---|---|---|---|---|
| FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY | | | STATE ROAD 429 | |
| DESIGNED BY: RJM | DATE: 3/18/14 | | URS CORPORATION<br>315 E. ROBINSON STREET<br>SUITE 245<br>ORLANDO, FL 32801-1949<br>PH (407) 422-0353<br>LICENSED BUSINESS NO. 6839 | REVISIONS: |
| DRAWN BY: SMP | JOB NO: | | | |
| APPROVED BY: RJM | OOCEA PROJECT NO: 429-204 | | | SHEET: 2 OF 2 |

**PHOTOGRAPHS OF SUBJECT**
**PARCEL 240**

1. LOOKING WEST AT THE FRONTAGE ALONG ONDICH ROAD

2. LOOKING SOUTH AT THE SUBJECT DRIVEWAY

Photographs Taken By:
Craig S. Adams
July 9, 2014



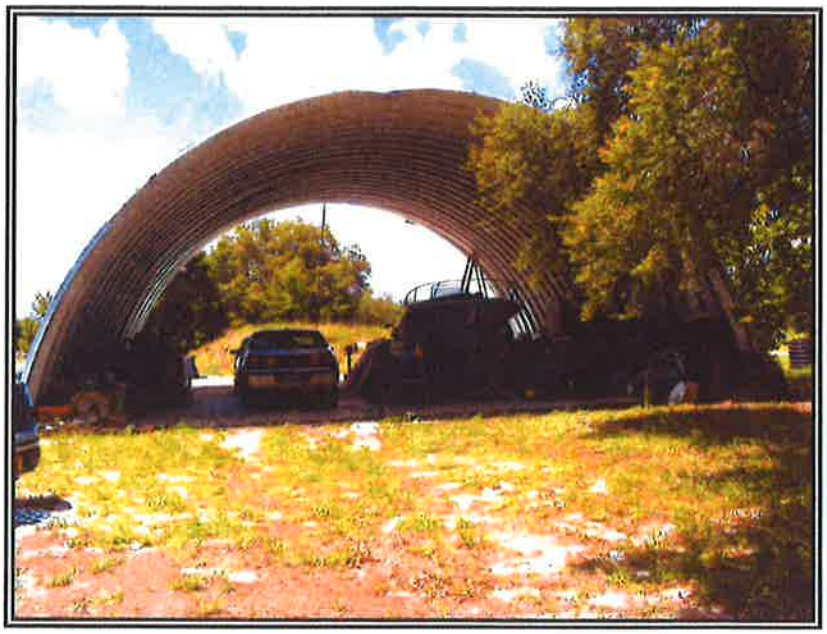
EXHIBIT "B"

## PHOTOGRAPHS OF SUBJECT
## PARCEL 240

3. LOOKING SOUTHWEST AT THE RESIDENCE

4. LOOKING NORTHWEST AT THE REAR OF THE HOUSE

Photographs Taken By:
Craig S. Adams
July 9, 2014



5. LOOKING SOUTH AT THE QUONSET HUT SHED

6. LOOKING SOUTH AT THE BACK FIELD

Photographs Taken By:
Craig S. Adams
July 9, 2014

7. LOOKING SOUTH AT THE TAKING

8. LOOKING SOUTHWEST AT THE ABANDONED MANUFACTURED HOME IN THE TAKING

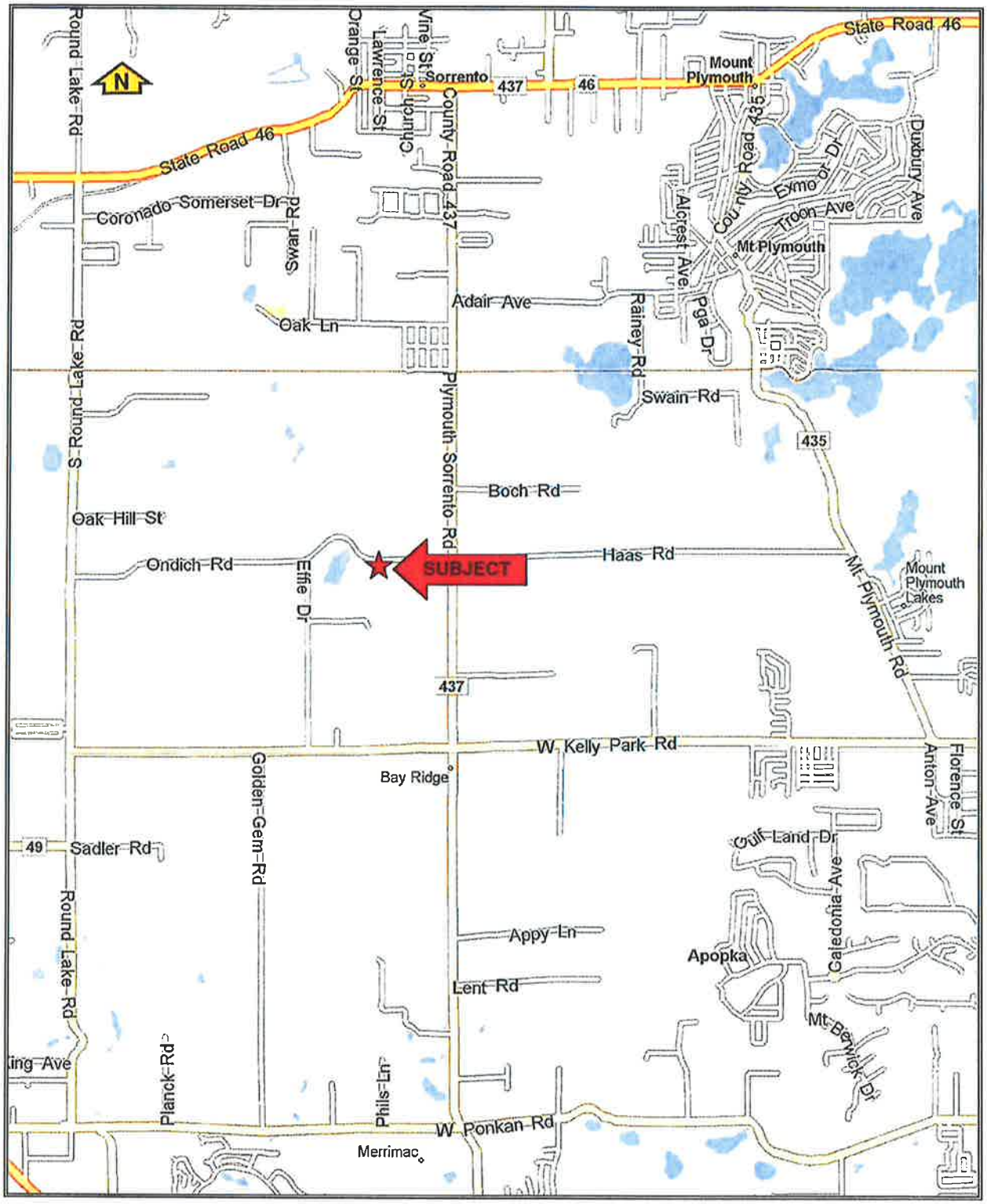
Photographs Taken By:
Craig S. Adams
July 9, 2014

9. REAR VIEW OF THE OLD MANUFACTURED HOME

10. LOOKING EAST AT AN OLD SHED IN THE TAKING

Photographs Taken By:
Craig S. Adams
July 9, 2014

**AERIAL PHOTO**
**PARCEL 240**




**SUBJECT LOCATION MAP**
**PARCEL 240**

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the state under the laws of the State of Florida,

Petitioner,

vs.

HENRY J. DUBEL, et al,

Respondents.
_____/

CASE NO: 2015-CA-001148-O

Subdivision 39

Parcel 240 (Rigsby)

**MEDIATED SETTLEMENT AGREEMENT**

At the Mediation Conference held on March 11, 2016, the parties reached the following Settlement Agreement:

1. Petitioner will pay to Respondents, STEPHEN LEE RIGSBY and MARK LANE RIGSBY the sum of two hundred thirty nine thousand five hundred Dollars exactly ($ 239,500.00 ) in full settlement of all claims for compensation from Petitioner whatsoever for the taking of Parcel 240 , including statutory interest and all claims related to real estate and business damages, if any, but excluding attorney's fees and expert witness costs. The settlement sum may be subject to claims of apportionment by any party in this case having a property interest in or a lien on the subject property. Petitioner previously deposited in the Registry of the Court Petitioner's good faith estimate in the amount of two hundred eight thousand Dollars ($ 208,000.00 ). Within thirty (30) days from the date of receipt by Petitioner's counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to Respondents, by deposit in the Registry of the Court or, in the event of no apportionment claim, by payment to the trust account of Respondents' attorney, the sum of thirty one thousand five hundred Dollars exactly ($ 31,500.00 ), representing the difference between the total settlement sum referenced above and Petitioner's previous deposit in this case.

2. In addition to the settlement amount referenced in Paragraph 1 of this Settlement Agreement, Petitioner will pay to the trust account of Respondents' attorney the sum of ten thousand three hundred and ninety five Dollars ($ 10,395.00 ) in full settlement and satisfaction of all attorney's fees, including all fees related to monetary benefits, non-monetary benefits, and all law firm litigation costs in this case, but excluding supplemental proceedings related to apportionment, if any.

3. In addition to the above-referenced settlement sum and the above-referenced attorney's fees and law firm litigation costs, Petitioner will pay to the trust account of Respondents'

**EXHIBIT "C"**

attorney the sum of forty one thousand two hundred twenty seven Dollars ($ 41,227.00 ) in full settlement and satisfaction of all expert witness fees and costs incurred by Respondents in this case, subject to review and confirmation that each invoice submitted by Respondent's experts was necessary and reasonable. The expert fees are as follows:

| | |
|---|---|
| Decarlo's | $ 19,424 |
| MEI | 12,500 |
| VH3 | 1,673 |
| Power Acoustics | 7,630 |
| | $ 41,227 |

4. This Settlement Agreement will be placed on the agenda for the Right of Way ("ROW") Committee and Central Florida Expressway Authority ("CFX") Board and is conditioned upon final approval by the ROW Committee and then the CFX Board.

5. Counsel for Petitioner and Respondents will jointly submit to the Court a mutually approved Stipulated Final Judgment containing the terms and conditions of this Settlement Agreement within fifteen days from the date of approval of this Settlement Agreement by the CFX Board.

6. The parties agree to waive any confidentiality provisions set forth in Chapter 44 of Florida Statutes, the Florida Rules of Civil Procedure, and the Florida Rules of Evidence, if applicable, for the limited purpose of consideration of this proposed Settlement Agreement by the ROW Committee and the CFX Board. Counsel and the CFX representative agree to recommend this Settlement Agreement to the ROW Committee and the CFX Board.

7. The parties agree to continue the trial of this matter pending review by the CFX ROW Committee and CFX Board.

8. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcel 240, such as severance damages, business damages, tort damages, interest, attorney's fees, expert fees, costs, and any other claim.

9. This Settlement Agreement, and Addendum hereto, executed by the parties and their counsel on this 16th day of March, 2016, contains all the agreements of the parties.

Linda S. Brehmer Lanosa
Print Name: Linda Brehmer Lanosa
Central Florida Expressway Authority

Mark L. Rigsby
Print Name: Mark L. Rigsby
Owner Stephen L. Rigsby
By - Mark L. Rigsby
Print Name: Stephen L. Rigsby
Owner

Print Name: David Shontz
Counsel for CFX

Lawrence M Watson
Print Name: Lawrence M Watson
Mediator

Harold K. Lassman
Print Name: Harold K. Lassman
Attorney for Owner

**ADDENDUM TO PROPOSED MEDIATED SETTLEMENT AGREEMENT**
**PARCEL 240**

The parties will walk the construction line on Parcel 240 and work with the owner, Mark Rigsby, to determine whether there is a silt fence encroachment and to work together to restore the property, if necessary, as to any gopher tortoise removal activities.

# Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

March 10, 2016

Harold A. Lassman, Esq.
c/o Maguire Lassman, P.A.
605 East Robinson Street, Suite 140
Orlando, FL 32801

**RE: Owner: Rigsby**
**Project: Wekiva Parkway**
**Parcel No.: 240**
**County: Orange**

**INVOICE**

Review CFX reports, review information from owner's representative, subject property inspection, conferences with owner's representative and experts, land and improved sales research/analysis, review sales, review highest and best use, review/write appraisal, review land planning information, conference with engineer.

| | | |
|---|---|---|
| Abrams Schmidt: | 67.75 Hrs. x $175/Hr. = | $11,856 |
| Dreggors: | 24.00 Hrs. x $275/Hr. = | 6,600 |
| **Subtotal** | | **$18,456** |

Preparation of rebuttal reports, review CFX rebuttal reports, conference with owner's representative and experts to review.

| | | |
|---|---|---|
| Abrams Schmidt: | 21.50 Hrs. x $175/Hr. = | $3,762 |
| Dreggors: | 7.50 Hrs. x $275/Hr. = | 2,062 |
| **Subtotal** | | **$ 5,824** |
| **Total** | | **$24,280** |

Thank you,

Richard C. Dreggors, GAA
President

RCD/smo

**728 West Smith Street • Orlando, Florida 32804**
**Tel (407) 835-3395 • Fax (407) 835-3393**

**EXHIBIT "D"**

| | | |
|---|---|---|
| ***OWNER*** | ***RIGSBY*** | **COURTNEY ABRAMS SCHMIDT** |
| ***PROJECT*** | ***WEKIVA PARKWAY*** | |
| ***PARCEL(S)*** | ***240*** | |
| ***COUNTY*** | ***ORANGE*** | |

| ***DATE*** | ***TYPE OF SERVICE*** | ***HOURS*** |
|---|---|---|
| 04/14/15 | CONFERENCE CALL WITH OWNER'S REPRESENTATIVE. | 0.50 |
| 11/12/15 | REVIEW OF CONDEMNOR'S APPRAISAL; ANALYSIS OF HALL'S SALES; RESEARCH SUBJECT MATERIAL; REVIEW OF CORRESPONDENCE WITH OWNER'S REPRESENTATIVE; RESEARCH LAND AND IMPROVED SALES. | 6.50 |
| 11/13/15 | RESEARCH SALES. | 3.00 |
| 11/17/15 | RESEARCH/ANALYSIS OF SALES. | 2.00 |
| 11/19/15 | RESEARCH SALES; CONFERENCE CALL WITH EXPERTS; ANALYSIS OF DAMAGES; ANALYSIS OF HIGHEST AND BEST USE; RUN PRELIMINARY NUMBERS. | 3.50 |
| 11/20/15 | RESEARCH/ANALYSIS OF LAND AND IMPROVED SALES. | 5.00 |
| 11/23/15 | RESEARCH/ANALYSIS OF SALES; WORK ON SALE WRITE-UPS. | 3.00 |
| 11/24/15 | VERIFY SALES; ASSIST WITH APPRAISAL. | 3.25 |
| 11/25/15 | ASSIST WITH APPRAISAL; WORK ON EXHIBITS FOR REPORT. | 2.50 |
| 11/30/15 | WORK ON SALE WRITE-UPS/EXHIBITS; ASSIST WITH APPRAISAL. | 3.75 |
| 12/01/15 | WORKED ON SALE WRITE-UPS; VERIFIED SALES; ASSIST WITH APPRAISAL; PREPARE FOR INSPECTIONS. | 5.75 |
| 12/02/15 | ASSISTED WITH APPRAISAL. | 2.00 |
| 12/03/15 | WORKED ON SALE WRITE-UPS; REVIEW OF THE NOISE STUDY; ASSISTED WITH APPRAISAL. | 6.00 |
| 12/04/15 | ASSIST WITH APPRAISAL; CONFERENCE CALL WITH OWNERS; PREPARE FOR INSPECTIONS; VERIFY SALES. | 4.75 |
| 12/07/15 | ASSIST WITH APPRAISAL; WORK ON EXHIBITS. | 3.50 |
| 12/18/15 | PREPARE FOR SITE INSPECTION OF SUBJECT PROPERTY AND SALES; CONTINUE TO ASSIST WITH APPRAISAL. | 2.00 |

| | | |
|---|---|---|
| ***OWNER*** | ***RIGSBY*** | **COURTNEY ABRAMS SCHMIDT** |
| ***PROJECT*** | ***WEKIVA PARKWAY*** | |
| ***PARCEL(S)*** | ***240*** | |
| ***COUNTY*** | ***ORANGE*** | |

| ***DATE*** | ***TYPE OF SERVICE*** | ***HOURS*** |
|---|---|---|
| 12/09/15 | MET WITH OWNER; INSPECT SUBJECT PROPERTY AND SALES. | 3.75 |
| 12/10/15 | REVIEW OF ENGINEERING REPORT; ASSIST WITH APPRAISAL. | 2.00 |
| 12/11/15 | WORK ON APPRAISAL; ANALYSIS OF SALES. | 2.25 |
| 12/14/15 | MEETING WITH RICK TO REVIEW APPRAISAL. | 0.50 |
| 01/04/16 | CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; ASSISTED WITH APPRAISAL; FINALIZE ADDENDA; REVIEW LAND PLANNING REPORT. | 2.25 |
| | | **67.75** |
| 02/12/16 | ANALYSIS OF DOCUMENTS PERTAINING TO CONDEMNATION BLIGHT; MEETING WITH RICK TO DISCUSS SCOPE OF WORK FROM REBUTTAL ANALYSIS. | 4.75 |
| 02/15/16 | RESEARCH/ANALYSIS OF HALL'S SALES; WORKED ON REBUTTAL ANALYSIS. | 2.25 |
| 02/16/16 | ANALYSIS OF HALL'S SALES. | 3.50 |
| 02/17/16 | ANALYSIS OF HALL'S SALES; REVIEW OF BLIGHT DOCUMENTS; ASSIST WITH REVIEW APPRAISAL; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE. | 5.75 |
| 02/19/16 | ASSIST WITH REBUTTAL ANALYSIS; PREPARE ADDENDA. | 3.00 |
| 03/02/16 | REVIEW OF REBUTTAL REPORTS; CONFERENCE WITH OWNER'S REPRESENTATIVE; MEETING WITH RICK. | 1.50 |
| 03/04/16 | CONFERENCE WITH EXPERTS. | 0.75 |
| | ***TOTAL HOURS*** | **21.50** |

| | | |
|---|---|---|
| ***OWNER*** | ***RIGSBY*** | **RICHARD C. DREGGORS, GAA** |
| ***PROJECT*** | ***WEKIVA PARKWAY*** | |
| ***PARCEL(S)*** | ***240*** | |
| ***COUNTY*** | ***ORANGE*** | |

| ***DATE*** | ***TYPE OF SERVICE*** | ***HOURS*** |
|---|---|---|
| 03/23/15 | BEGIN REVIEW OF CFX REPORTS. | 0.75 |
| 03/27/15 | REVIEW INFORMATION FROM OWNER'S REPRESENTATIVE; CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING OUR ASSIGNMENT. | 1.00 |
| 04/14/15 | CONFERENCE WITH EXPERTS TO DISCUSS AND REVIEW HIGHEST AND BEST USE. | 0.50 |
| 11/09/15 | REVIEW INFORMATION FROM OWNER'S REPRESENTATIVE. | 0.50 |
| 11/13/15 | REVIEW OUR FILE; REVIEW LAND SALES; PREPARE FOR CONFERENCE CALL WITH EXPERTS. | 1.50 |
| 11/19/15 | REVIEW OUR FILE; PREPARE FOR CONFERENCE CALL WITH EXPERTS; CONFERENCE WITH EXPERTS TO REVIEW HIGHEST AND BEST USE AFTER THE TAKING. | 2.75 |
| 12/07/15 | REVIEW HOME AND LAND SALE WRITE-UPS. | 1.75 |
| 12/09/15 | INSPECT SUBJECT PROPERTY AND SALES. | 3.50 |
| 12/14/15 | REVIEW/WRITE APPRAISAL. | 6.75 |
| 12/18/15 | REVIEW REPORT. | 0.75 |
| 01/04/16 | REVIEW REPORT; CONFERENCE WITH OWNER'S REPRESENTATIVE; REVIEW LAND PLANNING INFORMATION; CONFERENCE WITH ENGINEER. | 4.25 |
| | | **24.00** |
| 02/11/16 | MEETING WITH ASSOCIATE TO REVIEW REBUTTAL REPORT ANALYSIS. | 0.75 |
| 02/16/16 | REVIEW INFORMATION FROM REBUTTAL REPORT; CONFERENCE WITH OWNER'S REPRESENTATIVE. | 1.50 |
| 02/17/16 | REVIEW INFORMATION ON REBUTTAL REPORT CONTENTS; CONFERENCE WITH OWNER'S REPRESENTATIVE TO REVIEW. | 1.75 |
| 03/02/16 | REVIEW CFX REBUTTAL REPORTS (HALL AND HENDERSON); REVIEW WITH ASSOCIATE AND HAROLD LASSMAN. | 2.75 |

| | | |
|---|---|---|
| ***OWNER*** | ***RIGSBY*** | **RICHARD C. DREGGORS, GAA** |
| ***PROJECT*** | ***WEKIVA PARKWAY*** | |
| ***PARCEL(S)*** | ***240*** | |
| ***COUNTY*** | ***ORANGE*** | |

| ***DATE*** | ***TYPE OF SERVICE*** | ***HOURS*** |
|---|---|---|
| 03/04/16 | CONFERENCE CALL WITH EXPERTS AND OWNER'S REPRESENTATIVE REGARDING REBUTTAL REPORTS. | 0.75 |
| | ***TOTAL HOURS*** | **7.50** |

please make checks payable to:
m e i civil
964 Lake Baldwin Lane,, Suite 200
Orlando, FL 32814
407-893-6894
fax 407-893-6851

*bill to:*
Harold A. Lassman, Esquire
Maguire Lassman, P.A.
605 E. Robinson Street, Suite 140
Orlando, Florida 32801

**Invoice Date:** 3/10/2016
**Invoice Number:** 191021H-1
**Invoice Amount Due:** **$15,062.25**

**JOB: SR 429, Parcel 240**
**Rigsby**
**Engineering Analysis**

| Description | Hours | Rate | Fee | Total |
|---|---|---|---|---|
| Principal (DLM) | 36.5 | $250.00 | $9,125.00 | $9,125.00 |
| Senior Designer (JRR) | 37.5 | $120.00 | $4,500.00 | $4,500.00 |
| Designer (MP) | 8.0 | $90.00 | $720.00 | $720.00 |
| | | | **Subtotal** | $14,345.00 |
| | | | **Expense (5%)** | $717.25 |
| | | | **Total Fee Due** | $15,062.25 |

**See attachment for detail.**

**Payment is due upon settlement of compensation for subject parcel.**

# *Work Descriptions for Daniel L. Morris, P.E.*

**191021H**

*Job Name* *SR429-204, P240, Rigsby*

| *Date* | *Hours* | *Task* | *Work Description* |
|---|---|---|---|
| 12/2/2015 | 8.0 | | review construtiion plans and CFX appraisal report |
| 12/3/2015 | 8.0 | | preliminary analysis of impacts |
| 12/6/2015 | 5.5 | | preliminary engineering report |
| 12/7/2015 | 8.5 | | preliminary engineering report |
| 12/8/2015 | 6.5 | | analysis of existing drainage patterns and SR429 drainage, preliminary engineering report |

*Total Hours:* *36.5*

# *Work Descriptions for John R. Russell*

**191021H**

*Job Name* *Wekiva Parkway P240 Rigsby*

| *Date* | *Hours* | *Task* | *Work Description* |
|---|---|---|---|
| 11/20/2015 | 2.0 | | Before Conditions |
| 11/20/2015 | 1.0 | | Download & Review Appraisal |
| 11/23/2015 | 2.0 | | Draft Proposed Drainage Ditches |
| 11/23/2015 | 2.5 | | OverAll UnCured Remainder Exhibit |
| 11/23/2015 | 2.5 | | UnCured Remainder Exhibit |
| 11/23/2015 | 2.0 | | AOT Exhibit |
| 11/24/2015 | 3.0 | | Draft Light Poles; Hatch UnCured Remainder |
| 12/1/2015 | 3.0 | | Adjust Sheet Setup from In-House MarkUps |
| 12/1/2015 | 3.0 | | Assemble Sheets From Cadd Files, Shading & Check Plot |
| 2/10/2016 | 4.0 | | Drafting SR 429 Roadway Plans |
| 2/10/2016 | 2.0 | | USGS, FEMA, Aerial & Location Map Exhibits |
| 2/12/2016 | 4.5 | | SR 429 Roadway Plans - Drainage Ditches |
| 2/12/2016 | 3.0 | | SR 429 Roadway Plans - Striping & Shading |
| 2/13/2016 | 3.0 | | Create Exhibit Plan Sheets & Labelling |
| *Total Hours:* | *37.5* | | |

# *Work Descriptions for Mitchell Pentecost*

**191021**

***Job Name*** *SR 429, P240, Rigsby*

| *Date* | *Hours* | *Work Description* |
|---|---|---|
| 11/19/2015 | 1.5 | began printing relevant construction plans |
| 11/20/2015 | 3.5 | continue printing relevant construction plans, drainage maps, structures, etc. Assemble physical folder |

***Total Hours:*** *5.0*

# *Work Descriptions for Mitchell Pentecost*

**191021H**

***Job Name*** *SR429, P240, Rigsby*

| *Date* | *Hours* | *Work Description* |
|---|---|---|
| 12/7/2015 | 1.0 | Print relavant lighting and striping/signage plans |
| 12/8/2015 | 2.0 | Print relavant lighting and striping/signage plans |

***Total Hours:*** *3.0*

# Invoice

Please remit to:
**Vanasse Hangen Brustlin, Inc.**
101 Walnut Street, PO Box 9151 | Watertown, MA 02471
617.924.1770 F 617.924.2286

Harold Lassman, Esq.
Maguire Lassman, P.A.
605 E. Robinson Street
Suite 140
Orlando, FL 32801

Invoice No: **<Draft>**
March 02, 2016
VHB Project No: 62434.00

**Invoice Total $1,967.47**

Professional Planning Services for Rigsby Property

**Professional Services Thru February 13, 2016**

**Professional Personnel**

| | Hours | Rate | Amount | |
|---|---|---|---|---|
| Principal 1 | 1.00 | 250.00 | 250.00 | |
| Technical/Professional 06 | .50 | 125.00 | 62.50 | |
| Technical/Professional 05 | 11.00 | 125.00 | 1,375.00 | |
| Technical/Professional 04 | 2.00 | 95.00 | 190.00 | |
| Totals | 14.50 | | 1,877.50 | |
| **Total Labor** | | | | **1,877.50** |

**Reimbursable Expenses**

| | | | | |
|---|---|---|---|---|
| Printing | | | 89.97 | |
| **Total Reimbursables** | | | **89.97** | **89.97** |
| | | **Total this Invoice** | | **$1,967.47** |

**Billings to Date**

| | Current | Prior | Total |
|---|---|---|---|
| Labor | 1,877.50 | 0.00 | 1,877.50 |
| Expense | 89.97 | 0.00 | 89.97 |
| **Totals** | **1,967.47** | **0.00** | **1,967.47** |

# Archimedia Solutions Group - VHB Billing Backup Report

**125 Liberty Street #301**
**Danvers, MA 01923**

**Project Number: 62434.00** **Period: 201513**

| Date | Location | Job Type | User | Total |
|---|---|---|---|---|
| 11/18/2015 | Orlando FL | Sm Fmt Color Printing | katieshannon | $31.96 |
| 11/19/2015 | Orlando FL | Sm Fmt Color Printing | katieshannon | $9.59 |
| | | | **Total** | **$41.55** |

# Archimedia Solutions Group - VHB Billing Backup Report

**125 Liberty Street #301**
**Danvers, MA 01923**

**Project Number: 62434.00** **Period: 201601**

| Date | Location | Job Type | User | Total |
|---|---|---|---|---|
| 12/15/2015 | Orlando FL | B/W Laser Printing | katieshannon | $3.08 |
| 12/16/2015 | Orlando FL | B/W Laser Printing | katieshannon | $1.54 |
| 1/4/2016 | Orlando FL | B/W Laser Printing | katieshannon | $1.54 |
| 12/15/2015 | Orlando FL | Sm Fmt Color Printing | katieshannon | $17.04 |
| 12/16/2015 | Orlando FL | Sm Fmt Color Printing | katieshannon | $8.52 |
| 1/4/2016 | Orlando FL | Sm Fmt Color Printing | katieshannon | $8.52 |
| | | | **Total** | **$40.24** |

Power Acoustics, Inc.
12472 Lake Underhill Rd #302
Orlando, FL 32828

# Invoice

| DATE | INVOICE # |
|---|---|
| 3/7/2016 | 16-03249 |

| BILL TO | CUSTOMER CONTACT / SHIPPED TO |
|---|---|
| Maguire Lassman, P.A.<br>605 E. Robinson Street, Suite 140<br>Orlando, FL 32801 | Maguire Lassman, P.A.<br>605 E. Robinson Street, Suite 140<br>Orlando, FL 32801 |

| P.O. NO. | TERMS | JOB |
|---|---|---|
| | Per Agreement | Rigsby/CFX |

| DESCRIPTION | QTY | RATE | AMOUNT, US$ |
|---|---|---|---|
| Principal Consultant Hourly Rate<br>see attached hourly breakdown | 42.75 | 210.00 | 8,977.50 |
| | | **Total, US Dollars** | $8,977.50 |

Power Acoustics, Inc
Federal Identification Number: 59-3500644

Remit to the address above.

Direct questions concerning this invoice to Dave Parzych at (407) 381-1439.

Principal Consultant: Dave Parzych, INCE.Bd.Cert
**Job: Rigsby vs Expressway Authority eminent domain**
**Client: Maguire Lassman**

| Date | Time | Rate | | Work Accomplished |
|---|---|---|---|---|
| 6/29/2015 | 4 | 210 | 840 | Review aerials and appraisal |
| 6/30/2015 | 5 | 210 | 1050 | Prep and Setup monitor, review Rigsby Property |
| 7/1/2015 | 3 | 210 | 630 | Retrieve instrumentation, check out equipment |
| 7/2/2015 | 3 | 210 | 630 | Download data, pictures, document data conditions |
| 11/17/2015 | 6 | 210 | 1260 | Review plot 24 hour sound data, correct nighttime, location figure |
| 11/18/2015 | 8 | 210 | 1680 | model traffic noise |
| 11/19/2015 | 8 | 210 | 1680 | report |
| 11/20/2015 | 1 | 210 | 210 | review PAI report and send draft to Lassman |
| 3/1/2016 | 0.25 | 210 | 52.5 | review Siebein rebuttal report |
| 3/7/2016 | 4.5 | 210 | 945 | Letter of response to Siebein rebuttal and finding Siebein references |
| **SUBTOTAL** | **42.75** | | | Hours Worked |
| | | **$8,977.50** | | |

# CONSENT AGENDA ITEM

# #20

**WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.**
**329 Park Avenue North**
**Second Floor**
**Post Office Box 880**
**Winter Park, Florida 32790-0880**
**Telephone (407) 423-4246**
**Facsimile (407) 645-3728**

# MEMORANDUM

TO: **Central Florida Expressway Authority Board Members**

FROM: **James Edward Cheek, III, Right of Way Counsel** JAC
**Winderweedle, Haines, Ward & Woodman, P.A.**

DATE: **April 25, 2016**

RE: **S.R. 429 Wekiva Parkway, Project 429-202; Parcel 140**
**Approval of Offer of Judgment**

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks this Board's approval to serve an Offer of Judgment to GGH 10, LLC ("Landowner") for Parcel 140, which was acquired for construction of the S.R. 429 Wekiva Parkway, Project 429-202. The Court entered an Order of Taking for this parcel on May 15, 2014.

**DESCRIPTION and BACKGROUND:**

This case involves the partial taking of unimproved property owned by GGH 10, LLC, located at 3100 Bailey Hill Road, Apopka, Florida, approximately ¼ mile west of Plymouth Sorrento Road. The subject is a 10.633 acre, irregularly-shaped lot located in unincorporated Orange County, Florida. CFX is acquiring approximately half of the property.

The property is a vacant piece of land that had previously been excavated by the Acme Recycling Corporation and used for a clay pit, and then subsequently as a land clearing debris disposal facility. Soil borings from a level 2 contamination impact assessment indicate landfill debris (mostly wood, tree trunks, asphalt, tires and concrete) between two and eight feet deep covering most of the property, except for an area of approximately half an acre in the southeast corner of the parcel. It appears that there is no physical access to the property, as Bailey Hill Road ends approximately 600 feet east of the southeast corner of the property. The Landowner would therefore have to rely on obtaining either an implied easement or statutory easement of necessity across adjoining property. There are no utilities currently onsite.

CFX initially retained the services of Craig Ebaugh with Bledsoe & Ebaugh, LLC, to appraise the property. Mr. Ebaugh concluded that, due to the subject's marginal land characteristics and lack of physical access, development potential was questionable. He therefore utilized three comparable sales of similarly marginal land that had values between $4,000 - $6,000 per acre, and reconciled on a value of **$5,000 per acre**. This resulted in a total compensation

estimate of $30,400, which is the amount deposited into the court registry as CFX's good faith estimate of value.

CFX subsequently retained the appraisal services of Chad Durrance of Durrance & Associates to update the appraisal to the date of taking. Mr. Durrance considered additional cost information to remediate the site and to acquire and construct access to the site, including removal of a much greater amount of debris than was originally estimated. Mr. Durrance similarly concluded that the property had limited development potential, and identified comparable sales ranging in value from $2,000 - $5,000 per acre. Mr. Durrance determined that the property would be worth $4,000 per acre if it had access. However, due to uncertainty of access and the costs associated with establishing and constructing access, he determined that the property was worth **$500 per acre**, for a total parent tract value of $5,000. Mr. Durrance's compensation estimate is summarized as follows:

| | |
|---|---|
| Value of Part Taken (4.943 acres) | $2,500.00 |
| Severance Damages to Remainder (5.6 acres) | $1,500.00 |
| **Total Compensation** | **$4,000.00** |

The Landowner has retained the appraisal services of Rick Dreggors with Calhoun, Dreggors & Associates, Inc. Mr. Dreggors opined that the highest and best use of the subject is for a single residential homesite, to be constructed on the half-acre of allegedly developable property located in the southeast corner (where they opine that an implied easement exists). Mr. Dreggors considers five comparable sales that range in size from 3 acres to 11 acres, all of which had access and contained all useable uplands. The properties sold for between $23,000-$49,000 per acre. Mr. Dreggors reconciles on a value of **$30,000 per acre**, for a total parent tract value of $318,900.

In the after condition, the Landowner contends that the remainder will be left land-locked, as access to the purported implied easement over the adjoining property will be cut-off by the expressway. Furthermore, the entire half-acre of allegedly developable property is located within the taking, leaving only non-developable property in the remainder. Mr. Dreggors' compensation estimate is summarized as follows:

| | |
|---|---|
| Value of Part Take | $148,200 |
| Severance Damages to Remainder | $167,500 |
| **Total Compensation** | **$313,900** |

**OFFER OF JUDGMENT**

Mediation was conducted on April 12, 2016 without a successful resolution. This case is scheduled to go to trial during the September 12, 2016 trial docket. The Right of Way Committee approved the service of an Offer of Judgment in this case on April 27, 2016. Offers of Judgment are authorized in eminent domain actions under §73.032, Florida Statutes, which provides that if a defendant rejects an Offer of Judgment and the verdict or judgment is less than the amount of that offer, the court shall not award any costs incurred by the defendant after the date the Offer was rejected.

The undersigned counsel seeks this Board's approval to serve an Offer of Judgment in the amount of **$50,000**, exclusive of attorney's fees and costs, or such other amount as approved by the Right of Way Committee. CFX has already deposited $30,400.00 as its good faith estimate of value. Therefore, if the offer of judgment is accepted, CFX will have to pay an additional $19,600 to resolve GGH's interest in this case, in addition to attorneys fees and costs.

**RECOMMENDATION**:

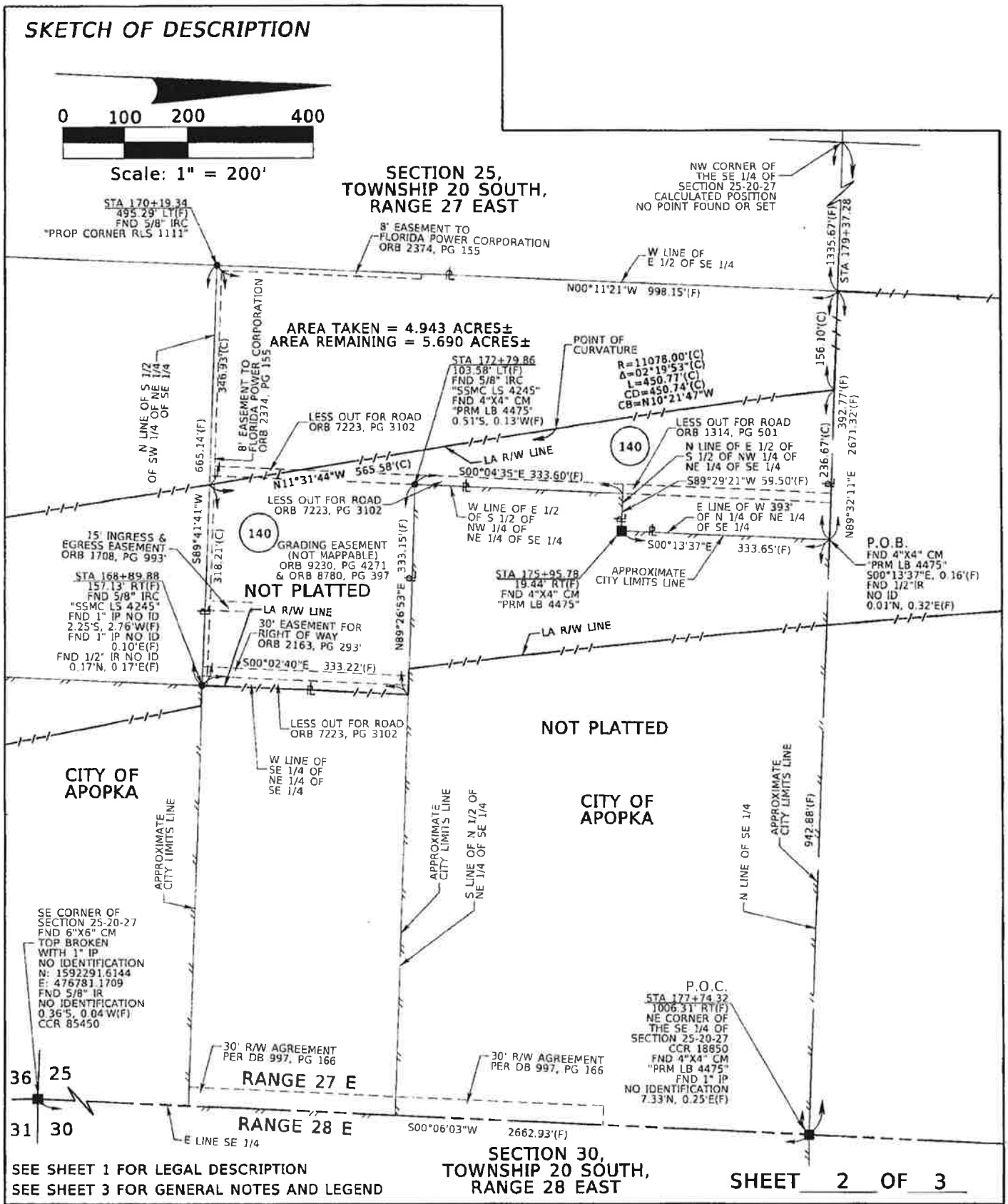
The proposed Offer of Judgment was recommended for Board approval by the Right of Way Committee at the April 27, 2016 meeting. The undersigned counsel respectfully requests that this Board authorize service of an Offer of Judgment in the amount of $50,000 to fully resolve GGH 10's interest in this case, exclusive of attorneys fees and costs, or such other amount as this Board deems appropriate.

**ATTACHMENTS:**

Sketch of Property

**Reviewed by:** Joseph J. Lassiatore

# SKETCH OF DESCRIPTION




SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 3

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

DATE: MARCH 14, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

**STATE ROAD 429**
**OOCEA PROJECT NO. 429-202**
**PARCEL NO. 140**


GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
2700 WESTHALL LANE
SUITE 137
MAITLAND, FLORIDA 32751
VOICE: (407) 660-2322 FAX: 660-8223
LAND SURVEYOR BUSINESS LICENSE NO. 6556

# CONSENT AGENDA ITEM

# #21

**WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.**
**329 Park Avenue North**
**Second Floor**
**Post Office Box 880**
**Winter Park, Florida 32790-0880**
**Telephone (407) 423-4246**
**Facsimile (407) 645-3728**

# MEMORANDUM

TO: **Central Florida Expressway Authority Board Members**

FROM: **James Edward Cheek, III, Right of Way Counsel**
**Winderweedle, Haines, Ward & Woodman, P.A.**

DATE: **April 25, 2016**

RE: **S.R. 429 Wekiva Parkway, Project 429-202; Parcel 141**
**Recommendation for Board Approval of Settlement Proposal**

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks this Board's approval of a settlement with Plymouth Harbor, LLC ("Landowner"), for the acquisition of Parcel 141 (the "Taking" or "Property") for the construction of the S.R. 429 Wekiva Parkway, Project 429-202. The Court entered an Order of Taking for this parcel on June 19, 2014.

**DESCRIPTION and BACKGROUND:**

The instant action involves the partial taking of property owned by Plymouth Harbor, LLC, and is located at 2404 Plymouth Sorrento Road in Apopka, Florida. The subject is a 24.406 acre rectangular lot improved with a single family residence and horse farm. The improvements are considered an interim use, as the property owner previously received governmental approvals for a 47-lot single-family subdivision. CFX is acquiring approximately 3.24 acres from the property, which effectively reduces the size of the parent tract by 13%.

The land is zoned R-1AA, Residential Single-Family District, by the City of Apopka. This allows development of up to 3.5 residential units per acre. The future land use plan designates the site as RLS, Low Density Suburban Residential. Both parties' appraisers agree that the highest and best use of the subject is for a residential subdivision. CFX's appraiser contends that the property could be developed with 47 lots, which is consistent with the previous site approval; the Landowner's appraiser contends that the site can be developed with 60 lots.

The Landowner claims that it received two prior offers for the property, and had a sales contract which allegedly fell through because of the planned Wekiva Parkway. Specifically, the Landowner has identified (1) a Contract for Sale and Purchase received from Ashland Park Homes, Inc., on July 10, 2006 to purchase the property for $2,530,000 ($103,663 per acre / $53,830 per lot); (2) an offer from Armor Development, LLC on July 14, 2006 to purchase the property for $2,760,000 ($113,087 per acre, or $58,723 per lot); and (3) a Sales Contract with Susan Chang of Evergreen Properties, USA, for $2,380,000 ($97,517 per acre, or $50,630 per lot).

This third sales contract by Susan Chang was accepted by Plymouth Harbor, and the contract was signed by both parties on March 5, 2007. This signed sales contract had a 120 day feasibility study period, during which time the buyer allegedly became aware of the impending Wekiva Parkway project and cancelled the sale.

CFX retained the appraisal services of Chad Durrance of Durrance & Associates to appraise the property. Mr. Durrance determined that the highest and best use of the property was for development of a residential subdivision similar to that described in the sales contract with Susan Chang, which includes the development of 47 lots. Mr. Durrance considered 6 comparable sales that ranged in value from $24,800 per acre to $46,000 per acre, and reconciled on a value of **$38,500 per acre** ($20,000 per lot for 46 lots). This equates to a total value of $955,700 for the parent tract, and **$124,900 for the part taken.**

In his severance damage analysis, Mr. Durrance determined that the taking would result in the remainder being able to accommodate eight (8) fewer lots. The loss of 8 lots x $20,000 per lot, results in total loss of $160,000. Mr. Durrance also considers the loss in value of the improvements within the area of taking, increased wall cost, the cost to revise development plans, and the reduction in value due to proximity to the expressway. These additional losses and expenses resulted in a severance damages and cost to cure estimate of **$214,400.** Mr. Durrance's valuation estimate is summarized as follows:

| | |
|---|---|
| Value of the Part Taken - 3.24 acres | $140,600 |
| Severance Damages to the 21-acre remainder | $214,400 |
| **CFX's Total Compensation Estimate** | **$355,000** |

The Landowner retained the appraisal services of Grant Austin with American Valuation Inc. Mr. Austin opined that the property could be developed with 60 lots, rather than 47 lots as initially planned. He considered three comparable sales to determine the before value, ranging from $50,356 per acre ($28,000 per lot) to $102,000 per acre ($34,614 per lot), and reconciled on a value of **$76,210 per acre** ($31,000 per lot for 60 lots). This equates to a total value of $1,860,000 for the parent tract land and **$247,186** for the land taken.

Mr. Austin utilized the discounted cash flow method to arrive at a severance damage claim of **$1,258,535**. First, he determined that the remainder would be able to accommodate 52 lots, rather than 60 lots in the before. He then determined that the remainder would experience a holding period of 5 years before it would likely be sold for residential development. He concluded that, absent the taking, the remainder has a current land value of $1,479,000. He then uses a discount rate of 26% per year to arrive at an after value for the property of $606,755 (very similar to CFX's after-value of $600,000). This results in an effective severance damage rate of about 60%. Mr. Austin's compensation estimate is summarized as follows:

| | |
|---|---|
| Value of Part Take | $ 274,000 |
| Severance Damages to Remainder | $1, 258,535 |
| **Landowner's Total Compensation Estimate** | **$1,561,035** |

**EXPERT AND ATTORNEY FEES:**

The Landowner retained the services of Mark Natirboff, Esq., who has agreed to accept a statutory betterment attorney fee award. A settlement in the amount of $700,000 to the Landowner would result in an attorney fee award of $126,100, based on betterment.

The Landowner has also submitted expert invoices in the amount of $123,423, as summarized below:

| | |
|---|---|
| Grant Austin (Appraiser) | $62,814 |
| Reginal Messimer (Engineer) | 24,061 |
| Nexgen (Land Planners) | 34,941 |
| Marcus Allen (survey) | 537 |
| Patricia Doney (survey) | 900 |
| Earthworks - Estimating Services | 170 |
| **Total** | **$123,423** |

CFX's expert fees in this case totaled $78,094.91, as summarized below:

| | |
|---|---|
| Chad Durrance (Appraiser) | $44,985 |
| MacIntosh & Assoc (Engineer) | 30,919 |
| BDA (Environmental Consultants) | 1,542 |
| John Speer (Cost to Cure) | 650 |
| **Total** | **$78,095** |

After negotiations, the Landowner's experts agreed to accept **$105,000** to resolve its expert fee claims. This represents a reduction of about 15% below invoice amounts. The undersigned counsel has reviewed the invoices submitted and believes that this negotiated fee resolution is reasonable and in the best interest of CFX.

**SETTLEMENT PROPOSAL**

Mediation was conducted on April 12, 2016 without a successful resolution. However, shortly after mediation the Landowner agreed to accept CFX's proposal to resolve this case for a total of $931,100, which represents $700,000 to the Landowner, $105,000 for expert fees, and $126,100 in statutory attorney's fees. A resolution of $700,000 to the Landowner is less than half the amount of compensation estimated in Mr. Austin's appraisal report, and is significantly below the midpoint of the appraisals ($958,017). The undersigned believes that this settlement proposal is reasonable, especially considering the executed purchase contract signed with Susan Chang in the amount of $2,380,000, or $97,517 per acre. The two other offers made on the property set the value even higher (between $103,000 - $113,000 per acre).

CFX previously deposited $275,600 into the court registry as its good faith estimate of value. A settlement in the amount of $931,100 would require CFX to deposit an additional sum of $655,500. The terms of the settlement proposal are summarized as follows:

| | |
|---|---|
| Compensation to Landowner | $700,000 |
| Attorney's fees | $126,100 |
| Expert fees | $105,000 |
| Total Settlement | $931,100 |

Acceptance of the proposed settlement is recommended and is in CFX's best interest. Prolonged litigation will subject CFX to additional attorneys fees and costs as well as additional expert fees and costs, which CFX would ultimately be responsible for as part of the Landowner's compensation as provided by 73.091 and 73.092, Florida Statutes. Acceptance of the proposal will eliminate further risk and unnecessary expenses for CFX in this case.

**RECOMMENDATION**:

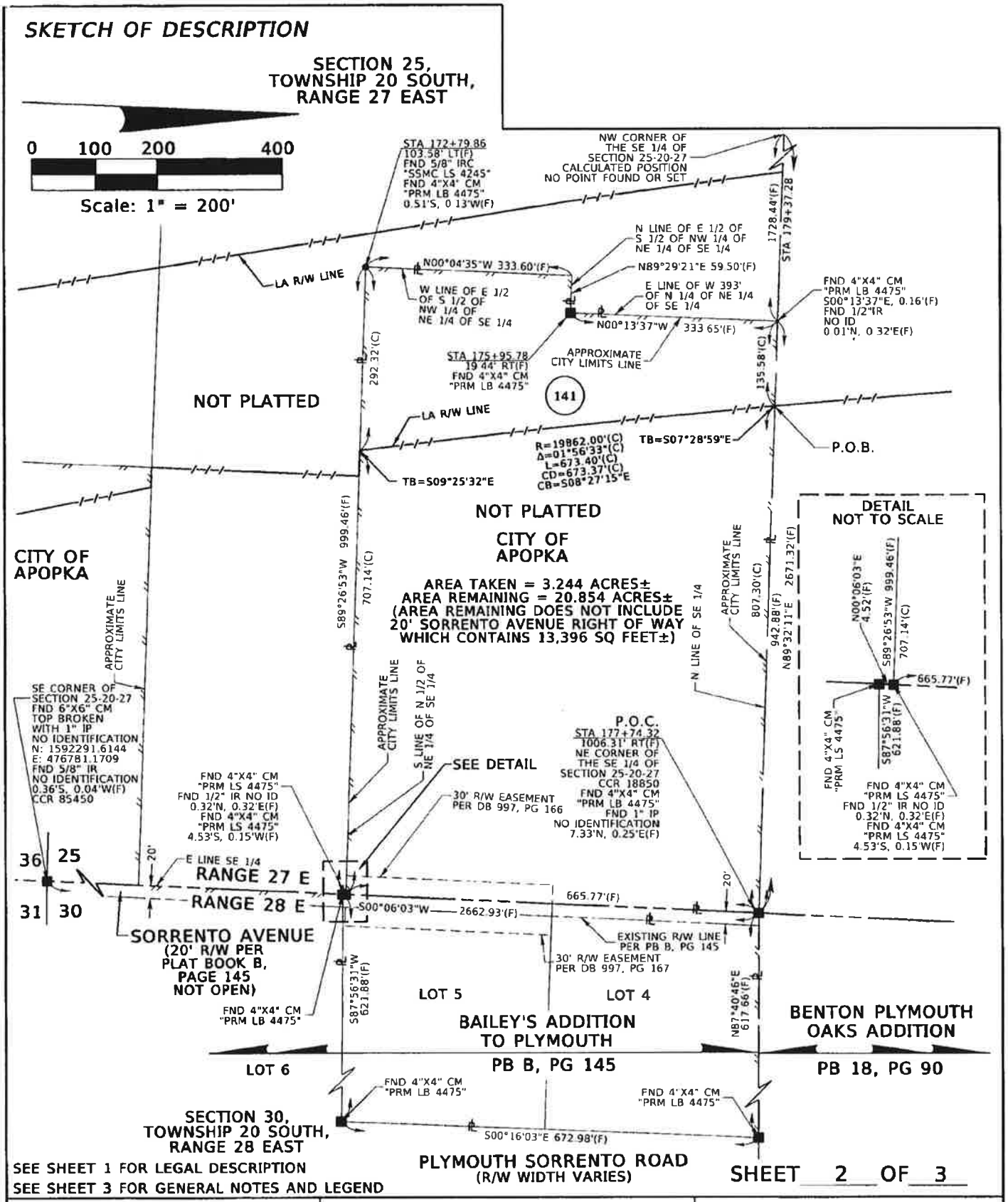
The proposed settlement was recommended for Board approval by the Right of Way Committee at the April 27, 2016 meeting. The undersigned counsel respectfully requests that this Board approve for settlement in the amount of $931,100 to fully resolve Plymouth Harbor's interests in Parcel 141, inclusive of attorney's fees and costs.

**ATTACHMENTS:**

Sketch of Property

**Reviewed by:** Joseph Passiatore

# SKETCH OF DESCRIPTION




SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 3

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

DATE: MARCH 14, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

*STATE ROAD 429*
*OOCEA PROJECT NO. 429-202*
*PARCEL NO. 141*


*GEODATA CONSULTANTS, INC.*
*SURVEYING & MAPPING*
*2700 WESTHALL LANE*
*SUITE 137*
*MAITLAND, FLORIDA 32751*
*VOICE: (407) 660-2322 FAX: 660-8223*
*LAND SURVEYOR BUSINESS LICENSE NO. 6556*

# CONSENT AGENDA ITEM

# #22

**WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.**
Winter Park Office
329 Park Avenue North
Second Floor
Post Office Box 880
Winter Park, Florida 32790-0880
Telephone (407) 423-4246
FAX (407) 645-3728

# MEMORANDUM

**To:** Central Florida Expressway Authority Board Members

**From:** James Edward Cheek, III, Right of Way Counsel HAC

**Subject:** Utility Relocation Agreement between CFX and Duke Energy Florida, LLC, for relocation of Duke Energy's Transmission and Distribution Facilities for the Wekiva Parkway Project 429-205, Parcel 291

**Date:** April 25, 2016

---

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks this Board's approval of the Utility Relocation Agreement ("Utility Relocation Agreement") between Duke Energy Florida, LLC ("Duke Energy") and the Central Florida Expressway Authority ("Authority") for relocation of Duke Energy's Transmission facilities in the S.R. 429-205 corridor, Parcel 291 (the "Project"). A copy of the proposed Utility Relocation Agreement is attached for your review.

## BACKGROUND

The design and construction of the Project require the relocation of a portion of Duke Energy's transmission facilities located within or near the Authority's limited access right-of-way line for S.R. 429-205, at Parcel 291. The purpose of the Utility Relocation Agreement is to facilitate the relocation, identify the reimbursable expenses of Duke Energy, and coordinate the construction responsibilities of Duke Energy as it relates to the Authority's construction schedule for the Project.

When Duke Energy's facilities that must be relocated for the Project are located in a valid identifiable easement, the Authority is required to pay for the acquisition of replacement easements, as well as the relocation of these facilities. The Authority is generally responsible for reimbursing Duke Energy for its relocation costs associated with the Project. These relocation costs include engineering costs, construction costs, materials, labor, equipment, etc.

The Utility Relocation Agreement identifies Duke Energy's reimbursable cost estimates for the transmission facilities. The Authority will be responsible for its share of the actual costs associated with the relocation, as identified in the agreement.

Duke Energy has estimated the actual cost to the Authority for relocation of Duke's transmission facilities as not to exceed $1,977,550.63. Should the actual costs exceed the above estimates by more than 10%, the Utility Relocation Agreement requires Duke Energy to submit a request for prior approval in writing, setting forth the amount of such additional costs and the changed conditions requiring the additional costs, and obtain the prior written agreement of the CFX before performing work, in order for CFX to become responsible for any additional reimbursement to Duke Energy for the additional amounts.

The estimates provided by Duke Energy incorporated into the Utility Relocation Agreement were reviewed by CH2MHill and determined to be within a reasonable range.

**REQUESTED ACTION**

The proposed Utility Relocation Agreement was approved by the Right of Way Committee on April 27, 2016. It is respectfully requested that this Board (1) approve the terms of the Utility Relocation Agreement between Duke Energy and the Authority; and (2) authorize the Executive Director to execute the Utility Relocation Agreement following satisfactory review by legal counsel. Agreement value: $1,977,550.63.

**ATTACHMENTS**

Utility Relocation Agreement

**Reviewed by:** Joseph J Passiatore

Prepared By and Return to:

James Edward Cheek, III
Winderweedle, Haines, Ward &
Woodman, P.A.
P.O. Box 880
Winter Park, Florida 32790-0880

**S.R. 429-205 (PARCEL 291)**
**UTILITY RELOCATION AGREEMENT**

This Utility Relocation Agreement ("Agreement") is entered into this ___ day of _____, 2016, between the Central Florida Expressway Authority, a body politic and corporate, and an agency of the state, under the laws of the State of Florida ("CFX"), and Duke Energy Florida, LLC, a Florida limited liability company d/b/a Duke Energy ("Duke Energy").

**RECITALS**

WHEREAS, Duke Energy is the holder of certain easement interests, written or prescriptive, located within the S.R. 429-205 corridor, as subordinated by that certain Subordination of Easement Agreement recorded in Official Records Book _____, Page _____, of the public records of Orange County, Florida, a copy of which is attached hereto as Exhibit "A" (such interests referred to herein as the "Existing Easement"); and

WHEREAS, the Existing Easement encumbers certain lands owned by CFX that will be used for the construction, operation, maintenance, repair, and replacement from time to time of the parcel 291 of CFX Project 429-205; and

WHEREAS, the proposed construction and use of S.R. 429-205 and, specifically, parcel 291 located in that Project, requires that portions of the Existing Easements and the electric transmission and distribution facilities (collectively, the "Facilities") located therein be removed and relocated; and

WHEREAS, CFX is willing to replace Duke Energy's Existing Easement with a certain new easement, with the new easement being described as shown in Exhibit "B" to this Agreement; and

WHEREAS, CFX agrees to reimburse Duke Energy for the direct costs associated with relocation of its Facilities, subject to certain reimbursements and/or credits to CFX for portions of the Existing Easement, and certain time constraints (as identified herein).

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, CFX and Duke Energy agree as follows:

## CFX AGREEMENT TO REIMBURSE DUKE ENERGY

1. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2. Duke Energy will perform engineering services in coordination with CFX concerning CFX's Wekiva Parkway Project in Orange County, Florida (CFX PROJECT No. 429-205, the "Project") and Duke Energy's facilities affected or potentially affected by the Project. The engineering services performed for this project are defined as follows.

a. The engineering analysis and preparation of engineering plans for the relocation or adjustment of the existing overhead Duke Energy transmission facilities within the limits of the Wekiva Parkway SR 429, Project 429-205, which shall include the relocation of portions of the Piedmont-Sorrento 230kV transmission line, specifically poles PS-93 through PS-96.

b. The engineering analysis and preparation of engineering plans for the relocation or adjustment of the existing overhead Duke Energy distribution facilities within the limits of the Wekiva Parkway SR 429, Project 429-205.

c. The engineering analysis will also include soil borings, soil thermal properties and subsurface utility exploration.

d. The establishment of the placement location of any new facilities within new and existing easements.

e. The development of a schedule for finalization of design plans and permits.

f. The development of a schedule for procurement and for construction of all facilities, the procurement and construction schedules being contingent upon execution of this Agreement.

g. The establishment of a final construction cost estimate that includes all procurement costs.

h. The performance of the relocation construction activities scoped under this Agreement. The relocation construction activities scoped under this Agreement will start _____, 2016 and will be performed in accordance with the Utility Work Schedules attached hereto as Exhibit "C."

3. **Transmission Facilities:** At this time, it is estimated that the total actual cost associated with the relocation and adjustment of the Duke Energy transmission facilities will be $1,977,550.63 as described in the Reimbursable Costs – Estimate Summary Sheet attached hereto as Exhibit "D." Subject to the limitations of the terms and conditions of this Agreement, CFX agrees to reimburse Duke Energy for the actual costs of the relocation and adjustment, not to exceed the amount of $1,977,550.63 Any deviation by CFX or its contractor from the plans for the Project during construction may render this estimate null and void. Duke Energy is not responsible for events beyond its control that could not reasonably be anticipated and which could not be avoided with the exercise of due diligence at the time of occurrence. Should the total actual cost of the relocation and adjustment exceed ten (10) percent more than the original estimate of $1.977,550.63
Duke Energy shall submit a request for prior approval in writing, setting forth the amount of such additional costs and the changed conditions requiring the additional costs. and obtain the prior

written agreement of the CFX before performing work, in order for CFX to become responsible to reimburse Duke Energy for the additional amounts.

**INVOICE PROCEDURES**

4. The following terms and conditions apply to all invoices submitted pursuant to this Agreement for reimbursement by CFX:

a. Duke Energy may at monthly intervals submit progress invoices for all actual costs incurred for the period covered by the invoice. All invoices shall be submitted in detail sufficient to identify the work performed during the invoice period.

b. All invoices for materials shall include sufficient backup data and information to establish compliance with Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, requiring that steel, iron, and manufactured products used in the relocation and adjustment be produced in the United States ("Buy America" compliance).

c. Duke Energy shall submit a final invoice to CFX for payment of all reimbursable costs within one hundred eighty (180) days after completion of the relocation.

d. Invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices for any travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes. All cost records and accounts shall be maintained in auditable condition for a period of five (5) years after final payment is received by Duke Energy and shall be subject to audit by a representative of the CFX at any reasonable time during this five year period.

e. Upon receipt of an invoice, CFX has twenty (20) days to approve the invoice or to return the invoice to Duke Energy for revisions or further documentation.

f. CFX shall pay properly and completely submitted invoices within the time frames set forth in the Florida Property Payment Act, Chapter 218.70-218.80, Florida Statutes, and the provisions of the Act shall apply. Invoices which have to be returned to Duke Energy because of Duke Energy's preparation errors will result in a delay in the payment. The invoice payment requirements described above do not start until a properly completed invoice is provided to CFX. In the event of a bona fide dispute regarding an invoice, CFX shall provide a statement of the dispute and will authorize payment of the undisputed amount.

**TRANSFER OF EASEMENT INTERESTS**

5. If not already transferred, CFX will transfer the permanent utility easement interests to Duke Energy within ninety (90) days after it has made final payment to Duke Energy hereunder, or within (90) days after Duke Energy pay its share, if any, of the Total Easement Acquisition Costs if any of said costs are invoiced separately. The easements to be transferred to Duke Energy, and the terms of those easements, are described in Exhibit "B" to this Agreement.

**MISCELLANEOUS PROVISIONS**

6. This Agreement constitutes the complete and final agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings or negotiations with respect thereto.

7. This Agreement shall be governed by the laws of the State of Florida. The exclusive venue for any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Orange County, Florida. In any such action, the parties waive any right to jury trial.

8. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof to the extent provided by Florida law.

9. Notices required to be given to another party under the provisions of this Agreement may be given to such party by any one or more of the following methods: prepaid US certified mail, return receipt requested; overnight next day courier service, facsimile, email transmission; or by delivery in person.

| | | |
|---|---|---|
| CFX: | Central Florida Expressway Authority | |
| | Name of contact: | Glenn M. Pressimone |
| | Telephone No.: | (407) 690-5321 |
| | Fax No.: | (407) 690-5011 |
| | Email address: | Glenn.Pressimone@CFXWay.com |
| Duke Energy: | Duke Energy Florida, LLC d/b/a Duke Energy | |
| | Transmission: | |
| | Name of contact: | Joel Chatham |
| | Telephone No.: | (813) 919-7511 |
| | Email address: | Joel.Chatham@duke-energy.com |
| | Distribution: | |
| | Name of contact: | Doug Buxton |
| | Telephone No.: | (863) 678-4462 |
| | Mobile: | (863) 241-8865 |
| | Email address: | Douglas.Buxton@duke-energy.com |

10. In order to enter upon CFX property, Duke Energy will properly complete and deliver to CFX a right of entry application in the form approved by CFX. Upon receipt and approval of this form, CFX will grant to Duke Energy all such licenses and rights of access reasonably necessary to allow Duke Energy to perform the work described in this Agreement, including, without limitation, the right to enter upon CFX property. Duke Energy may exercise such rights after coordinating with and obtaining approval from the CFX contact referenced in Paragraph 9 above, so as to avoid, to the

extent reasonably practicable, any disruption of or interference with the quiet enjoyment of CFX's property.

11. Either party to this Agreement may, from time to time, change the contact information set forth above by giving notice of such change by any one or more of the methods specified.

**[Signatures appear on following page]**

DUKE ENERGY FLORIDA, LLC, a Florida limited liability d/b/a DUKE ENERGY

By:_____

Print name:_____

Title:_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____

Print name:_____

Title:_____

Legal review: _____

Print name: _____

APPROVED AS TO FORM AND LEGALITY FOR USE AND RELIANCE BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY:

BY: _____
James Edward Cheek, III,
Winderweedle, Haines, Ward & Woodman, P.A.

RECEIVED AND REVIEWED BY THE OFFICE OF GENERAL COUNSEL, CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Linda Brehmer-Lanosa, Deputy General Counsel

Dated: _____, 2016.

APPROVED BY CFX BOARD ON _____

# EXHIBIT A

Prepared By and Return To:
James E. Cheek III., Esq.
Winderweedle, Haines, Ward & Woodman, P.A.
Post Office Box 880
Winter Park, Florida 32790-0880

## SUBORDINATION OF EASEMENT AGREEMENT

**THIS SUBORDINATION OF EASEMENT AGREEMENT**, entered into this ___ day of _____, 2016, by and between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY,** a public corporation of the State of Florida (the "Authority"), having an address of 4974 ORL Tower Road, Orlando, Florida 32807, and **DUKE ENERGY FLORIDA, LLC, A Florida limited liability company** d/b/a Duke Energy (the "Utility"), having an address of P.O. Box 14042, St. Petersburg, Florida 33733.

## RECITALS:

WHEREAS, the Utility has perpetual easement(s) for the transmission and distribution of electricity encumbering certain lands hereinafter described that have been determined necessary for expressway purposes; and

WHEREAS, the proposed use of these lands for expressway purposes shall require subordination of the interest in such lands by the Utility to the Authority; and

WHEREAS, the Utility has the authority to subordinate its interest as hereinafter set forth; and

WHEREAS, the Authority is willing to replace Utility's perpetual easements with new easements encumbering different lands and pay for the removal or relocation of Utility's facilities.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, Utility and Authority agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2. **Subordination.** The Utility subordinates to the Authority, its successors and assigns, any and all of its existing or future easements only to the extent they encumber listed property in the lands described as follows, to wit:

**[See Composite Exhibit "A" attached hereto and incorporated by reference herein]**

for the purpose of constructing, improving, maintaining and operating an expressway and appurtenant improvements over, through, upon, and/or across such lands.

3. **Reservation of Rights.** The Utility reserves the right to construct, operate, maintain, improve, add to, upgrade, remove, or relocate facilities on, within, and upon the lands described herein in accordance with the Authority's current minimum standards, as may be amended, for such facilities as required by the State of Florida Department of Transportation ("FDOT"), Utility Accommodation Guide.

4. **Relocation of Easements.** Should the Authority require the Utility to alter, remove, adjust, or relocate its facilities located within any portion of the above-described lands, the Authority hereby agrees to pay the direct costs of such alteration, adjustment, relocation or removal including, but not limited to the cost of acquiring appropriate replacement easements to cover the relocated facilities. Any relocation, alteration or removal of the Utility's facilities not required by the Authority shall be performed at the Utility's sole cost and expense.

5. **Maintenance Access by the Utility.**

a. The Utility shall retain the reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 3 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that the exercise of such rights does not unreasonably interfere with the operation and safety of the Authority's expressway. The Utility shall pay tolls for the entry and exit of all its equipment and vehicles and those of its contractor at the prevailing rate.

b. In the exercise of the rights and privileges under Paragraphs 3 and 5a. above, the Utility shall not damage or disturb any improvements located outside of the easement areas and, upon completion of any work, shall repair and restore any damage to the Authority property or improvements to the satisfaction of the Authority. The Utility shall be responsible for the proper construction, operation, maintenance and repair of the facilities installed and maintained by the Utility, and the Authority shall assume no responsibility or liability for the maintenance, repair or safe operation of such facilities. All entries upon property owned by the Authority by Utility, its employees, agents and contractors, shall be at Utility's risk and expense. The Utility shall agree to indemnify the Authority against any loss or damage directly resulting from the Utility's exercise of its rights outlined in Paragraphs 3 and 5a. above.

6. **Non-Interference with Facilities.** The Authority covenants not to interfere with the Utility's facilities within the easement area on the above-described property.

7. **Notice of Construction.** Except in case of emergency, the Authority shall give a minimum of forty-eight (48) hours' notice to the Utility's local office prior to the commencement of construction over the Utility's easement areas in the above-described property. In emergency situations, Authority shall notify the Utility's office as soon as possible.

8. **General Provisions.** No failure of either party to exercise any power given

hereunder or to insist upon strict compliance with any obligation specified herein shall constitute a waiver of either party's right to demand strict compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by the parties. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. This Agreement shall be interpreted under the laws of Florida. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the day and year first above written.

**[SIGNATURE PAGES TO FOLLOW]**

Signed, sealed and delivered
in our presence as witnesses:

_____

_____
(Print Name)

_____

_____
(Print Name)

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

By: _____

Print Name: _____
Title: Deputy Executive Director

Signed, sealed and delivered
in our presence as witnesses:

_____

_____
(Print Name)

_____

_____
(Print Name)

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

By: _____
Linda Brehmer Lanosa
Print Name: _____
Title: Deputy General Counsel

Approved as to form for execution by the Authorized Signatory of the Central Expressway Authority

By: _____
Print Name: _____
Right of Way Counsel

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____ as _____of CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a municipal corporation, who is personally known to me or has produced _____ as identification and who did/did not take an oath.

_____
Notary Public

_____
Print Name
Notary Public, State of Florida
Commission No. _____
My commission expires:

Signed, sealed and delivered
in our presence as witnesses:

**DUKE ENERGY FLORIDA, LLC,**
a Florida limited liability company
d/b/a Duke Energy

_____

By: _____

_____

Print Name: _____

(Print Name)

Title: _____

_____

_____

(Print Name)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____ as _____ of Duke Energy Florida, LLC, a Florida limited liability company d/b/a Duke Energy, on behalf of the company, who is personally known to me or has produced _____ as identification and who did/did not take an oath.

_____
Notary Public

_____
Print Name

Notary Public, State of Florida
Commission No. _____
My commission expires:

# EXHIBIT B

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-205

PARCEL NO. 991
PURPOSE: PART A PERMANENT EASEMENT
PURPOSE: PART B PERMANENT EASEMENT
ESTATE: PERMANENT EASEMENT

## LEGAL DESCRIPTION

PARCEL 991 - PART A PERMANENT EASEMENT

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 5, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF SAID SECTION 5 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND BENT 1/2" IRON ROD AND NO IDENTIFICATION; THENCE NORTH 03°29'07" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 1284.16 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 5, SAID POINT BEING A FOUND 1/2" IRON ROD AND NO IDENTIFICATION; THENCE DEPARTING SAID WEST LINE, RUN NORTH 03°29'28" WEST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 1283.73 FEET TO THE NORTHEAST CORNER THE SOUTHWEST 1/4 OF SAID SECTION 5, SAID POINT BEING A FOUND 1/2" IRON ROD AND NO IDENTIFICATION; THENCE DEPARTING SAID WEST LINE, RUN NORTH 88°13'13" EAST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 292.94 FEET TO A POINT ON THE EAST LINE OF THE EXISTING FPC TRANSMISSION LINE EASEMENT AS RECORDED IN OFFICAL RECORDS BOOK 3349, PAGE 1972 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 26°36'38" EAST ALONG SAID EAST LINE, A DISTANCE OF 640.43 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 42°05'57" EAST, A DISTANCE OF 350.84 FEET TO A POINT; THENCE SOUTH 09°38'11" EAST, A DISTANCE OF 68.04 FEET TO A POINT; THENCE SOUTH 83°07'27" WEST, A DISTANCE OF 78.43 FEET TO A POINT ON AFORESAID EAST LINE OF THE EXISTING FPC TRANSMISSION LINE EASEMENT; THENCE NORTH 26°36'38" WEST ALONG SAID EAST LINE, A DISTANCE OF 376.69 FEET TO THE POINT OF BEGINNING.

CONTAINING 20,311 SQUARE FEET, MORE OR LESS.

SEE SHEET 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND



| | | |
|---|---|---|
| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: FEBRUARY 03, 2014<br>PROJECT NO.: P04-04<br>DRAWN: DPW CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-205*<br>*PARCEL NO. 991* | GEODATA CONSULTANTS, INC.<br>SURVEYING & MAPPING<br>1349 S. INTERNATIONAL PARKWAY<br>SUITE 2401<br>LAKE MARY, FLORIDA 32746<br>VOICE: (407) 732-6965 FAX: (407) 878-0841<br>LAND SURVEYOR BUSINESS LICENSE NO. 6556 |

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-205

PARCEL NO. 991
PURPOSE: PART A PERMANENT EASEMENT
PURPOSE: PART B PERMANENT EASEMENT
ESTATE: PERMANENT EASEMENT

## LEGAL DESCRIPTION

PARCEL 991 - PART B PERMANENT EASEMENT

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 5, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF SAID SECTION 5 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND BENT 1/2" IRON ROD AND NO IDENTIFICATION; THENCE NORTH 03°29'07" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 1284.16 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 5, SAID POINT BEING A FOUND 1/2" IRON ROD AND NO IDENTIFICATION; THENCE DEPARTING SAID WEST LINE, RUN NORTH 03°29'28" WEST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 1283.73 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 5, SAID POINT BEING A FOUND 1/2" IRON ROD AND NO IDENTIFICATION; THENCE DEPARTING SAID WEST LINE, RUN NORTH 88°13'13" EAST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 292.94 FEET TO A POINT ON THE EAST LINE OF THE EXISTING FPC TRANSMISSION LINE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3349, PAGE 1972 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 26°36'38" EAST ALONG SAID EAST LINE, A DISTANCE OF 1017.12 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN NORTH 83°07'27" EAST, A DISTANCE OF 78.43 FEET TO A POINT; THENCE SOUTH 09°38'11" EAST, A DISTANCE OF 240.24 FEET TO A POINT ON AFORESAID EXISTING FPC TRANSMISSION LINE EASEMENT; THENCE THE FOLLOWING TWO COURSES ALONG SAID EXISTING FPC TRANSMISSION LINE EASEMENT: THENCE SOUTH 71°52'36" WEST, A DISTANCE OF 3.73 FEET TO A POINT; THENCE NORTH 26°36'38" WEST, A DISTANCE OF 255.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,882 SQUARE FEET, MORE OR LESS.

SEE SHEET 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND



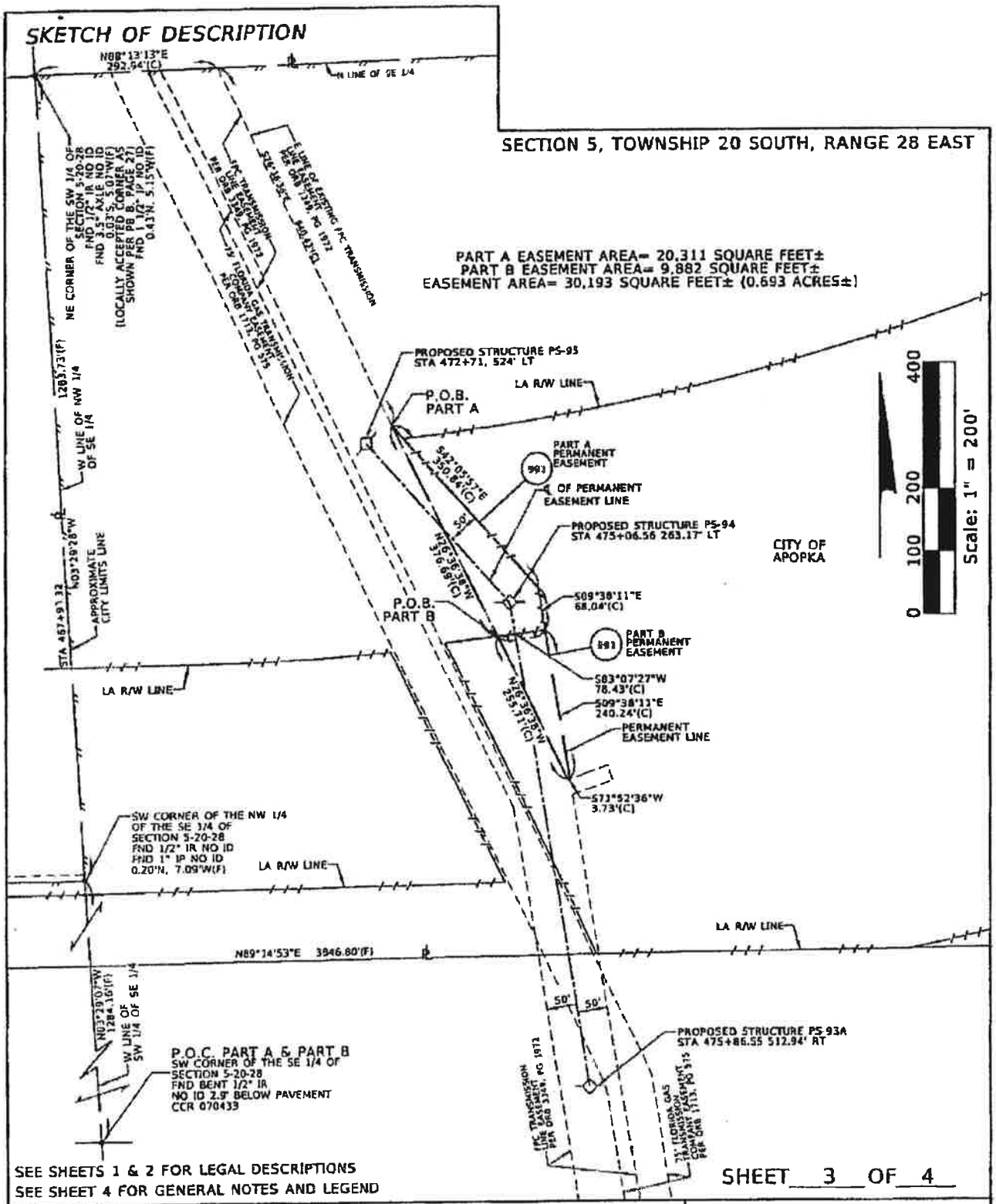
FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
DATE: FEBRUARY 03, 2014
PROJECT NO.: P04-04
DRAWN: DPW CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-205
PARCEL NO. 991

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 S. INTERNATIONAL PARKWAY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965 FAX: (407) 878-0843
LAND SURVEYOR BUSINESS LICENSE NO. 6556

# SKETCH OF DESCRIPTION

SECTION 5, TOWNSHIP 20 SOUTH, RANGE 28 EAST




SEE SHEETS 1 & 2 FOR LEGAL DESCRIPTIONS
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND



FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

DATE: FEBRUARY 03, 2014

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-205
PARCEL NO. 991

GEODATA CONSULTANTS, INC.
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1349 S. INTERNATIONAL PARKWAY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6955 FAX: (407) 878-0841
LAND SURVEYOR BUSINESS LICENSE NO. 6556

## SKETCH OF DESCRIPTION

### LEGEND AND ABBREVIATIONS

| | | | |
|---|---|---|---|
| (C) | = CALCULATED | LT | = LEFT |
| ℄ | = CENTERLINE | N: | = NORTHING |
| CCR | = CERTIFIED CORNER RECORD | NO. | = NUMBER |
| E: | = EASTING | ORB | = OFFICIAL RECORDS BOOK |
| (F) | = FIELD | ℄ | = PROPERTY LINE |
| FPC | = FLORIDA POWER CORPORATION | PG | = PAGE |
| FND | = FOUND | PB | = PLAT BOOK |
| ID | = IDENTIFICATION | P.O.B. | = POINT OF BEGINNING |
| IP | = IRON PIPE | P.O.C. | = POINT OF COMMENCEMENT |
| IR | = IRON ROD | RT | = RIGHT |
| LA | = LIMITED ACCESS | R/W | = RIGHT OF WAY |
| | | STA | = STATION |

### GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 05, TOWNSHIP 20 SOUTH, RANGE 28 EAST, HAVING A BEARING OF NORTH 03°29'28" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY DATED JANUARY 02, 2013, POLICY NO. FL4149-10-4150814-2012.2730609-87774489, WAS REVIEWED BY THE SURVEYOR. EXCEPTIONS LISTED THEREIN (IF ANY) WHICH AFFECT THE PARCEL DESCRIBED HEREON, WHICH CAN BE DELINEATED OR NOTED, ARE SHOWN HEREON.
6. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
7. ALL RECORDING REFERENCES SHOWN ON THIS SURVEY REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
8. THIS SKETCH IS NOT A SURVEY.

SEE SHEETS 1 & 2 FOR LEGAL DESCRIPTIONS
SEE SHEET 3 FOR SKETCH OF DESCRIPTION



| | | |
|---|---|---|
| | | |
| | | |
| ADDED PART B EASEMENT | DPW | 04/28/2014 |
| REVISED PER COMMENTS | DPW | 03/11/2014 |
| REVISION | BY | DATE |

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

H. Paul DeVivero, Professional Land Surveyor No. 4066 — DATE 3-24-2016

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

DATE: FEBRUARY 03, 2014

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-205
PARCEL NO. 991

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 S. INTERNATIONAL PARKWAY
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LAND SURVEYOR BUSINESS LICENSE NO. 6556

# EXHIBIT C

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX)
# UTILITY WORK SCHEDULE

| | |
|---|---|
| **Project Title:** Wekiva Parkway **CFX Proj#** 429-205 | **Federal Aid Project ID:** n/a |
| **County:** Orange | **State Road No.:** 429 |
| **Utility Agency/Owner (UAO):** Duke Energy Florida D/B/A Duke Energy Transmission | |

## A. Summary of Utility Work and Execution

| NON-CONSTRUCTION ITEMS | Estimated Time (Calendar Days) | CONSTRUCTION ITEMS | Estimated Time (Calendar Days) |
|---|---|---|---|
| Preliminary | n/a | Prior to CFX Project Construction | n/a |
| Material Procurement | n/a | During CFX Project Construction | 36 |
| Right-of-Way | n/a | Total | 36 |
| Other | n/a | | |
| Total | n/a | | |

This document has been developed as the method for a Utility Agency/Owner (UAO) to transmit to the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX). CFX's Contractor, and other right-of-way users, the location, relocation, adjustment, installation, and/or protection of their facilities, on this project. The following data is based on the CFX Pre-Bid 100% Construction Plans dated June, 2014. Any deviation by CFX or its contractor from the plans, as provided, may render this work schedule null and void. Upon notification by CFX of such change, this utility may require additional days for assessment and negotiation of a new work schedule. This UAO is not responsible for events beyond the control of the UAO that could not reasonably be anticipated by the UAO and which could not be avoided by the UAO with the exercise of due diligence at the time of the occurrence. The UAO agrees to notify the Authority in writing prior to starting, stopping, resuming, or completing work. During the project, the UAO shall locate its facilities within 48 hours notice to their:

**UAO Project Representative:** Joel Chatham **Telephone Number:** 407-942-9640

**UAO Field Representative:** George Baxter **Telephone Number:** 727-483-3242

This document is a printout of a CFX form maintained in an electronic format, and all revisions thereto by the UAO in the form of additions, deletions or substitutions are reflected only in an Appendix entitled "Changes to Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the UAO hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled "Changes to Form Document".
The UAO MUST signify by selecting or checking which of the following applies:

X No changes to forms document.
__ Appendix "Changes to Forms Document" is attached. Number of Attachment Pages: ____

| Authorized Utility Agent | Engineer of Record (EOR) | Acceptance by CFX |
|---|---|---|
| Ed Burkot (Signature) | (Signature) | (Signature) |
| Ed Burkot, Senior Engineer (Name) (Title) | Rodger Schmidt, PE, Engineer of Record (Name) (Title) | (Name) |
| NOVEMBER 23, 2015 (Date) | (Date) | (Date) |

| | |
|---|---|
| Project Title: Wekiva Parkway | County Road Number: N/A |
| State Road No: 429 | City Road: N/A |
| | Project No: 429-205(2A) |
| **UTILITY AGENCY/OWNER (UAO): Duke Energy Florida D/B/A Duke Energy Transmission** | |
| B. | **Special Conditions / Constraints** |

1) The Duke Energy Transmission (DET) existing facilities indicated on the attached plans are shown as they existed on 02/2012, in reference to the drawings dated 06/2014. Please contact the DET UAO representative previously listed to ensure that changes have not taken place and if so, what those changes are prior to performing any work that may be dependent upon the DET facilities' location and related data.

2) When requesting outages, the contractor must follow these guidelines:

i. The roadway contractor must provide an outage package indicating: the scope of work, start to finish schedule, type of equipment utilized, contractor team contact information, design drawings and other information as identified by DET as necessary. Outage initiation requires a minimum of 21-days from the approval of the outage package.

In cases where multiple transmission lines are impacted by the project, DET will only allow one circuit out of service at any given time.

ii. If at any time a de-energized line will need to be placed back into service, such as a system emergency (e.g. hurricane, loss of another transmission line, and/or extreme load, etc.) DET will ask the roadway contractor, within a two-hour period, to shut down any construction that would restrict DET construction crews from placing the de-energized line back into service.

iii. Typically, any de-energizing of any DET lines can only occur during the following time periods: October 1st to November 15th, and March 1st to April 15th. Any additional required de-energized time periods needed throughout the project will need to be coordinated with the UAO representative previously listed.

iv. Typically an outage cannot exceed a two-week duration; a new request may be required if additional outage time is needed.

v. DET can NOT guarantee that the roadway contractor will get the approval for the outage; it is the contractor's responsibility to follow up with the above-listed contact.

vi. If for any reason the outage was approved but can't be accomplished, then DET will reserve the right to cancel the outage with 2-hours advance notification vii. In cases where multiple transmission lines are impacted by the project, DET will only allow one circuit out of service at any given time.

viii. A responsible representative from the roadway contractor's staff will attend all daily and necessary pre-job briefing meetings conducted by DET.

3) This project is to be constructed in the vicinity of energized 230kV OH transmission.

4) When doing any work or task under or near any DET facilities, all NESC & OSHA guidelines must be adhered to.

5) Any relocation of existing or proposed DET facilities beyond what is described in this document that is required to accommodate construction will require notice sufficient to cover analysis, design, material logistics & mobilization/demobilization.

6) When the roadway contractor is excavating around DET facilities, they shall provide at least a 15-foot horizontal clearance to the facility; if this cannot be met, a notification must be sent to the UAO Field Representative previously listed to arrange for a field meeting.

7) No grading is allowed within any DET easement without prior approval from Asset Protection

8) The DET Project Representative shall be notified by the CFX or roadway contractor when any dependent activities are completed.

9) All relocation activities by DET will be performed during regular working hours between Monday through Friday. No night time or weekend activities will be performed unless otherwise coordinated in advance.

10) DET & DET contractor crews availability may be affected or limited due to DET requirement to respond to emergency conditions on or off of the DET system. This emergency response condition may affect this project's construction schedule .

| Project Title: Wekiva Parkway | County Road Number: N/A |
|---|---|
| State Road No: 429 | City Road: N/A |
| | Project No: 429-205(2A) |
| **UTILITY AGENCY/OWNER (UAO): Duke Energy Florida D/B/A Duke Energy Transmission** | |
| **B.** | **Special Conditions / Constraints** |

Conditions continued...

11) Upon completion of adjustment of this utility's facilities as described in this approved Utility Work Schedule-any additional adjustment of this Utility's same facilities that is required due to deviation by the CFX or its roadway contractor from the above referenced roadway plan date provided to this utility will be conveyed to the CFX and/or its roadway contractor for consideration to mitigate the conflict or for review by the CFX for reimbursement. Upon agreement with the CFX, this Utility will proceed with the design and construction of the additional adjustment within the standard work schedule of this utility.

12) Clearing and grubbing of 100 foot wide path across CFX property centered on planned DET route to be completed by CFX contractor prior to DET beginning construction. Area within 50 foot radius of PS-94 to have a slope of not greater than 1 to 10 prior to DET beginning construction.

13) The estimated calendar days of construction assumes all work is done during normal business, daylight hours, that there are no weather related work delays, and that no emergency situations arise to cause the crew to stop work on this project.

14) All proposed structures and transmission wires to be installed and the line energized prior to any existing structures and wires being removed.

| Project Title: Wekiva Parkway | | County Road Number: N/A | | |
|---|---|---|---|---|
| State Road No: 429 | | City Road: N/A | | |
| | | Project No: 429-205(2A) | | |
| UTILITY AGENCY/OWNER (UAO): Duke Energy Florida D/B/A Duke Energy Transmission | | | | |
| C. | Disposition of Facilities (List All Existing & Proposed) on Project: | | | |
| UTILITY FACILITIES by TYPE/SIZE/MATERIAL/OFFSET TO BASELINE FROM STA TO STA | DESCRIPTION OF UTILITY WORK | DEPENDENT ACTIVITIES | M.O.T. Phase Number | CONSECUTIVE CALENDAR DAYS |
| CONSTRUCTION DURING CFX CONSTRUCTION | | | | |
| *BL NB SR 429* | | | | |
| 470+03 L1081; PS-96; 85' WD H-STR(2); EMBEDDED 13' | STRUCTURE TO BE REMOVED | n/a | none | 4 |
| 470+09 L1070; PS-96 | PROPOSED OH TRANSMISSION STRUCTURE | Special Condition #12 | none | 4 |
| 472+71 L524; PS-95 | PROPOSED OH TRANSMISSION STRUCTURE | Special Condition #12 | none | 4 |
| 472+77 L514; PS-95; 85' WD H-STR(2);18" DIA.; EMBEDDED 12' | STRUCTURE TO BE REMOVED | n/a | none | 4 |
| 475+07 L263; PS-94 | PROPOSED OH TRANSMISSION STRUCTURE | Special Condition #12 | none | 4 |
| 475+20; PS-95 TO PS-94; 230kV TRANSMISSION CROSSING | OH TRANSMISSION CROSSING TO BE REMOVED | n/a | none | 0 |
| 475+30; PS-94 TO PS-93A; 230kV TRANSMISSION CROSSING | PROPOSED OH TRANSMISSION CROSSING | n/a | none | 0 |
| 475+53 R46; PS-94; 3X95' ST; 30" DIA.; EMBEDDED 14' | STRUCTURE TO BE REMOVED | n/a | none | 4 |
| 475+86 R513; PS-93A | PROPOSED OH TRANSMISSION STRUCTURE | Special Condition #12 | none | 4 |
| 476+09 R787; PS-93; 114'CC H-STR(2);30" DIA.; EMBEDDED 18' | STRUCTURE TO BE REMOVED | n/a | none | 4 |
| 476+16 R896; PS-93 | PROPOSED OH TRANSMISSION STRUCTURE | Special Condition #12 | none | 4 |

# EXHIBIT D

**PS 230kV Wekiva Pkwy OOCEA 431081-1-32-01 OrangeCo**

**UTILITY ESTIMATE SUMMARY**

Final billing will be based on actual costs

| | |
|---|---|
| **Financial Management No.: 431081-1-32-01** | **Federal Aid No.: 431081-1-32-01** |
| **County: Orange** | **State Road No.: Wekiva Parkway** CFX 429-205 (2A) |
| **Utility Agency/Owner (UAO): DUKE ENERGY FLORIDA, D/B/A DUKE ENERGY-TRANSMISSION** | |

**TYPE OF WORK ESTIMATED:** (Mark "X" in appropriate box(es).)

| Engineering | Relocation/ Installation | Items(s) |
|---|---|---|
| ☒ | ☒ | Force Account |
| ☐ | ☐ | Lump Sum |
| ☐ | ☐ | Third Party Contract |
| ☐ | ☐ | Other _____ |

**Estimate Summary:** (If more than one work order complete "Total" column)

| Item(s) | Job or Work Order No. ( ) | Job or Work Order No. 2451T3 | Total |
|---|---|---|---|
| Preliminary Engineering | | | $ - |
| R/W (Acquisition Only) | | | $ - |
| Construction Engineering | | | $ 278,879.25 |
| Construction Labor | | | $ 1,017,648.76 |
| Materials & Supplies | | | $ 470,925.99 |
| Materials Handling Charges | | | $ - |
| Transportation & Equipment | | | $ - |
| Contract Construction | | | $ - |
| Miscellaneous Expense | | | $ - |
| Inspection Costs | | | $ - |
| General Overhead Costs | | | $ 210,096.63 |
| GROSS RELOCATION COSTS: | | | $ - |
| *Salvage | | | $ - |
| *Betterment | | | $ - |
| *Expired Service Life | | | $ - |
| *Nonreimbursable | | | $ - |
| TOTAL CREDITS: | ( ) | ( ) | ( ) |
| TOTAL REIMBURSABLE COSTS: | | | $ 1,977,550.63 |
| *% To be Applied to Final Billing for Credits Due Project. | ( %) | ( %) | ( %) |

Submitted for the utility owner by: Joel Chatham (Print Name) October 22, 2015 (Date)

Signature

# CONSENT AGENDA ITEM

# #23

**MEMORANDUM**

TO: CFX Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel
Glenn Pressimone, Director of Engineering

DATE: May 4, 2016

SUBJECT: *Central Florida Expressway Authority v. Mega GNG, LLP, et al.*
Case No. 2014-CA-003590-O, Project: 429-203, Parcel 232
Owner: Mega GNG, LLLP
Location: 2809 W. Kelly Park Rd, Apopka, Florida 32712
Size of Land: Before: 39.849± gross / net acres
Taken: 0.170± gross / net acres (7,407± square feet)
Remainder: 39.679± gross / net acres

---

## INTRODUCTION AND PROPERTY DESCRIPTION

Mega GNG's property is located on the northeast corner of Plymouth Sorrento Road and West Kelly Park Road, in unincorporated Orange County, Florida. The easterly portion of the parent tract is improved with a modular office building, a metal warehouse building, three greenhouses, asphalt driveways, a cylindrical storage container, perimeter chain link fencing with barbed wire, a chain link gate, and a decorative brick wall with columns and metal entrance gates. Primary access is available on the east side of Plymouth Sorrento Road and north side of West Kelly Park Road. The property is zoned A-1, Citrus Rural District by Orange County. The future land use is Rural.

Parcel 232 is a strip and corner clip taking consisting of 7,407 square feet along the south border of the parent tract and the southwest corner. According to construction plans, West Kelly Park Road and Plymouth Sorrento Road will be constructed with 12-foot wide lanes, 10-foot wide shoulders (5-foot paved, 5-foot stabilized) and roadside ditches. A center left-turn-only lane for traffic turning onto southbound Plymouth Sorrento Road will be constructed on West Kelly Park Road in front of the subject property.

## SUMMARY OF CFX'S APPRAISAL REPORT

Walter N. Carpenter, Jr., MAI, CRE, appraised the property. He concluded that the highest and best use "as though vacant" is to hold for future commercial or mixed use development until economic conditions improve and as dictated by market demand. The highest and best use "as improved" is the existing use as interim until economic conditions improve and as dictated by market demand. Based upon the comparable sales approach, Mr. Carpenter estimated the value of Parcel 232 as of June 6, 2014 as follows:

Project: 429-203, Parcel 232
Owner: Mega GNG, LLLP

| Description | Amount |
|---|---|
| Value of Land Taken (7,407 sf @ $2/sf) | $14,800 |
| Improvements (740-ft chain link fence, sod) | 11,680 |
| Severance Damages | 0 |
| Cost to Cure (contributory value of fence based upon 15% depreciation) | 5,490 |
| **Total** | **$31,970** |

## SUMMARY OF THE OWNER'S DEMAND INCLUDING ATTORNEY'S FEES, EXPERT FEES AND COSTS

After consulting with Dan K. Richardson, PhD, MAI, AI-GRS, and John M. Donaldson of JMD Engineering, Inc., the owner, Mega GNG, made an initial demand of $88,000, plus statutory attorney's fees, expert fees and costs. The owner's demand is itemized below.

| Description | Amount |
|---|---|
| Value of Land Taken (7,407 sf @ $6.48/sf) | $48,000 |
| Improvements (740-ft chain link fence, sod) | 30,670 |
| Severance Damages | 0 |
| Cost to Cure (contributory value of fence based upon 15% depreciation) | 9,773 |
| **Total** | **$88,000** |
| Expert Fees | |
| Dan K. Richardson, PhD, MAI | $ 1,950 |
| JMD Engineering, Inc. | 1,974 |
| Statutory Attorney's Fees | 18,490 |
| Total Request for Expert Fees and Costs and Attorney's Fees and Costs | **$22,414** |
| All Inclusive Total | **$110,414** |

Although the owner did not produce expert reports, the expert fees and costs were reasonable.

## PROPOSED SETTLEMENT

After informal communications and discussions, the parties reached a proposed settlement in the amount of **$59,000** resolving all claims for compensation from CFX resulting from the taking of Parcel 232, including severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim, subject to apportionment, if any.

Project: 429-203, Parcel 232
Owner: Mega GNG, LLLP

## REQUESTED ACTION

Board approval is requested to accept the proposed settlement in the amount of **$59,000** resolving all claims for compensation from CFX resulting from the taking of Parcel 232, including severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim, subject to apportionment, if any.

The Right of Way Committee recommended approval on April 27, 2016.

Attachment: Aerial Photograph

Reviewed by: Joseph J Passiatore
Joseph L. Passiatore

Project: 429-203, Parcel 232
Owner: Mega GNG, LLLP

## REQUESTED ACTION

Board approval is requested to accept the proposed settlement in the amount of **$59,000** resolving all claims for compensation from CFX resulting from the taking of Parcel 232, including severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim, subject to apportionment, if any. The Right of Way Committee recommended approval on April 27, 2016.

Attachment: Aerial Photograph

Project: 429-203, Parcel 232
Owner: Mega GNG, LLLP



PARCEL NO. 232
OWNER MEGA GNG, LLLP
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY UNINCORPORATED/ORANGE

**AERIAL PHOTOGRAPH**

*Approximate Representation*
*Source: Orange County Property Appraiser*


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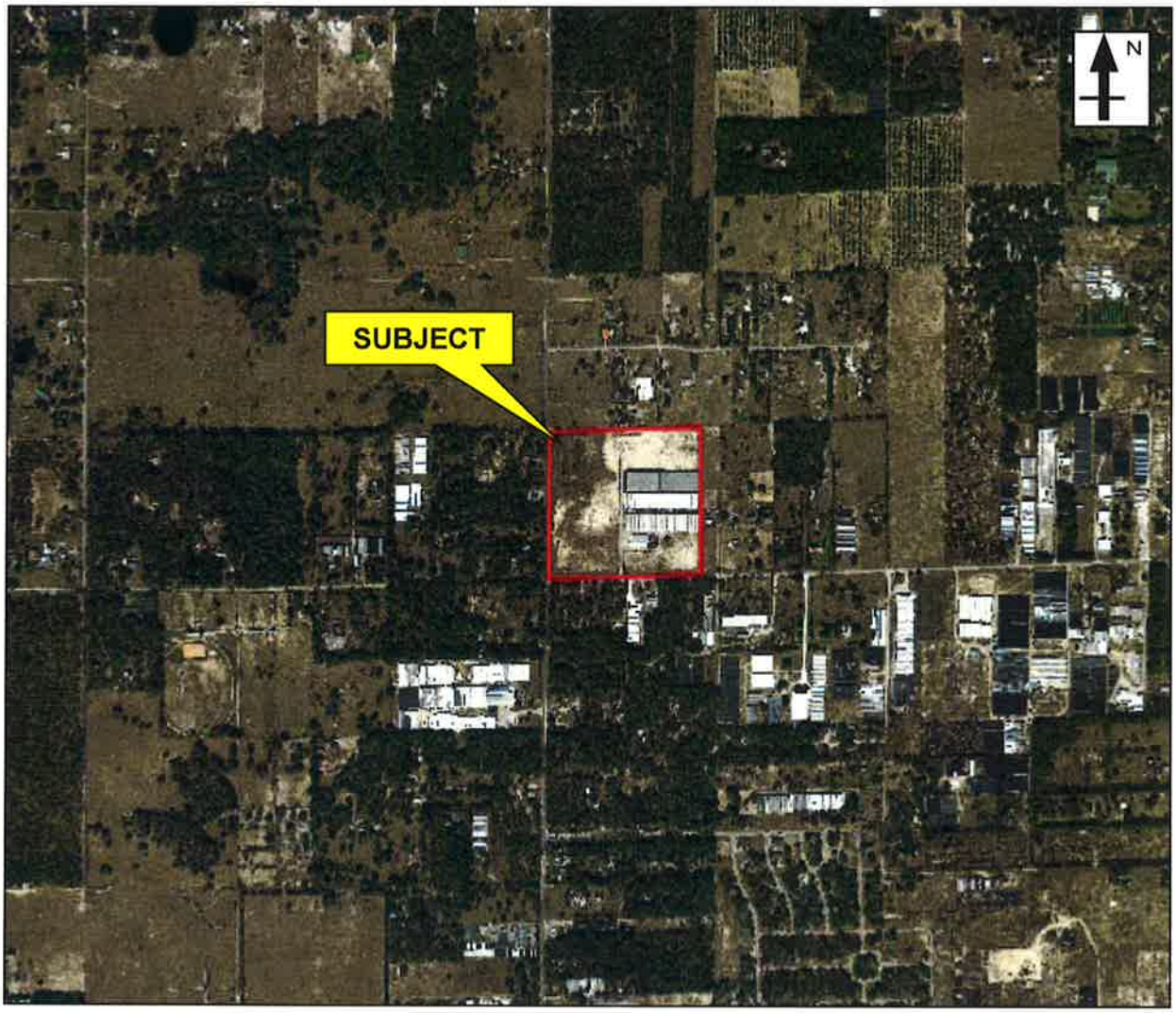


*Approximate Representation*
*Source: Orange County Property Appraiser*


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# CONSENT AGENDA ITEM

# #24

MEMORANDUM

TO: CFX Board Members

FROM: Richard N. Milian, Broad and Cassel

DATE: April 28, 2016

SUBJECT: Recommendation for Board Approval of Mediated Settlement Agreement of Attorneys' Fees and Experts Costs in Joseph B. Doerr Trust v. Central Florida Expressway Authority (Parcel 406)

---

Broad and Cassel recommends Board Approval of a Mediated Settlement Agreement of Attorneys' Fees and Experts Costs with Joseph B. Doerr Trust (hereinafter "Doerr"), arising from the acquisition of Parcel 406 required for the construction of the State Road 429 project.

## I. CASE BACKGROUND

In 2006 the Central Florida Expressway Authority's predecessor, Orlando/Orange County Expressway Authority (hereinafter "the Authority") filed a Petition in Eminent Domain to acquire 9.81 acres from Doerr for the State Road 429 project. The acquisition was a total taking of vacant commercial property at the 441/Maitland Boulevard intersection. Before the suit was filed, the Authority had an appraisal report completed which determined that the value of the property to be acquired was $4,300,000.00. The parties entered into pre-suit negotiations and a tentative agreement was reached to settle the matter for $5,000,000 plus attorneys' fees. The Right of Way Committee which existed at that time, rejected the proposed settlement because the landowners were insisting on an attorneys' fee payment of approximately $100,000. Thereafter, Broad and Cassel recommended that the Authority submit a first offer significantly greater than its appraised value in an effort to encourage settlement.

On June 5, 2006, the Authority submitted to Doerr a pre-suit written offer to purchase Parcel 406 for $4,914,221.00, which was over $600,000.00 greater than the Authority's appraised value. The first offer was not accepted by Doerr. The case was ultimately tried to a jury which found that the value of the taking was $5,744,830.00. Attorneys' fees in eminent domain cases are generally governed by Florida Statute 73.092(1), which provides that attorneys' fees are to be based on the betterment achieved. Based on the first offer submitted by the Authority, and the jury verdict in the case, the attorneys' fee to be awarded pursuant to 73.092(1) was $227,652.25. After the jury verdict, the Authority sought to have the trial judge enter an attorneys' fee award in this amount. The landowners, however, filed a motion asserting that the Authority's first offer was invalid and that attorneys' fees should be based on hourly rates pursuant to Florida Statute 73.092(2). Doerr requested that the trial judge enter an attorneys' fees award well in excess of $1,000,000. The trial judge ultimately entered an order striking the Authority's first offer and entered an attorneys' fee award in the amount of $816,000.00 based on hourly rates.

## II. DISTRICT COURT APPEALS

The trial court awarded $816,000.00 in attorneys' fees based on hourly rates because it concluded the Authority's first offer was invalid. Specifically, the Authority's first offer provided that the Authority would pay Doerr $4,914,221.00 "subject to all apportionment claims". In other words, the Authority's offer was conditioned upon Doerr providing clear title. This is a normal practice in eminent domain cases, as a condemning authority needs to obtain the property free and clear of any other interest. Doerr argued that including the language "subject to all apportionment claims" in the first offer, made the first offer conditional and invalid. The trial court agreed with the landowner and struck the Authority's first offer and then awarded attorneys' fees of $816,000.00 based on hourly rates. The Authority appealed the trial court's attorneys' fees order to the Fifth District Court of Appeal (hereinafter "5th DCA"). The 5th DCA found the Authority's first offer was in fact valid and reversed the trial court's award of attorneys' fees. The 5th DCA did, however, remand the case back to the trial court for consideration of Doerr's additional claim that the application of the benefit statute (73.092(1) violated Doerr's constitutional right to full compensation because the Authority caused "excessive litigation".

After the 5th DCA's first appellate ruling, the trial court again considered an appropriate attorneys' fee in this case. The trial court again refused to award an attorneys' fee of $227,652.25 based on the benefit statute. Instead, this time the trial court found that the Authority caused "excessive litigation" and again awarded an attorneys' fee of $816,000.00 based on hourly rates. The Authority appealed the trial court's ruling. On the second appeal, the 5th DCA again ruled in the Authority's favor. The 5th DCA found that attorneys' fees should have been based on the betterment statute and that if there was any "excessive litigation" the landowner should have sought sanctions for such "excessive litigation". The 5th DCA did, however, certify a question of great public importance to the Florida Supreme Court. Specifically, the 5th DCA asked the Florida Supreme Court to determine whether the benefit statute was appropriate if the case involved a claim of "excessive litigation".

## III. FLORIDA SUPREME COURT RULING

The Florida Supreme Court ruled that the trial court should have primarily used 73.092(1) to determine attorneys' fees in this case, but that in the event there was excessive litigation in the case, the trial court can award an additional attorneys' fee, but only for those hours incurred in defending against the excessive litigation. In other words, the Florida Supreme Court ruled that the trial court should have awarded $227,652.25 as the main attorneys' fee in this case, but that the trial court can also award an additional attorneys' fee for the hours incurred in defending against excessive litigation. The Florida Supreme Court took special effort to note that even though this case was a hard fought case, there was no indication that the case was litigated with "bad faith, illegal motives, or motivation by improper considerations". The Florida Supreme Court has remanded this case back to the trial court for the trial court to hold an evidentiary hearing to determine whether an additional award of attorneys' fee should be made based on hours incurred by Doerr because of excessive litigation.

## DOERR'S ATTORNEYS FEES AND EXPERT FEE CLAIMS

Doerr's most recent attorneys' fee and expert fee claim is set out in Exhibit "1" attached hereto. As can be seen, the claim is now in the amount of $3,287,459.96. The claim is comprised of the following:

- $183,440 for attorneys' fees for the second DCA appeal. Under Florida law, the landowner is entitled to attorneys' fees for any appeal brought by the condemning authority, whether the landowner wins or loses. The Authority brought the second appeal and thus must pay Doerr's attorneys' fees, even though the Authority prevailed. The Authority has already paid Doerr's attorneys' fees for the first DCA appeal, but has not paid attorneys' fee for the second DCA appeal. By way of comparison, the Expressway Authority's attorneys' fees for the second DCA appeal were $68,835.00.

- $240,113.30 for attorneys' fee for the Supreme Court appeal. Again, the Authority is statutorily obligated to pay Doerr's attorneys' fee for the Supreme Court appeal. By way of comparison, the Authority's attorneys' fees for the Supreme Court appeal were $77,451.00.

- $1,050,000.00 for Supreme Court allowed additional fees. Doerr is claiming it expended 2,200 attorney hours, and 400 paralegal hours, to respond to "excessive litigation". Doerr is arguing that it should be paid $1,050,000.00 for this time.

- $1,062,560.37 for litigating entitlement to any additional fees. Doerr's attorneys have argued that they are entitled to a fee of $1,062,510.37 for litigating entitlement to any additional fees allowed pursuant to the Florida Supreme Court decision.

- $701,926.29 for interest on attorneys' fees to be paid to Doerr.

- $49,420.00 for expert witness fees of Mr. Spalla. Mr. Leavitt's expert fees have not been determined.

## IV. SETTLEMENT RECOMMENDATION

On February 12, 2016 a mediation conference was held regarding the Doerr's attorneys' fee and expert witness fee claim wherein a tentative settlement agreement was reached to pay $1,500,000.00 in full and final settlement of all attorneys' fees and expert fees in this matter. While many of the claims Doerr has made regarding attorneys' fees and expert costs are debatable, it is highly likely that the trial judge will award significant attorneys' fees. Additionally, the cost of continued litigation will be significant. Broad and Cassel recommends approval of the Mediated Settlement Agreement in order to bring this matter to a final resolution. The CFX Right-of-Way Committee unanimously voted to recommend approval of the mediated settlement agreement at its April 27, 2016 meeting.

Reviewed by:

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL
CIRCUIT IN AND FOR ORANGE COUNTY, FLORIDA

ORLANDO/ORANGE COUNTY
EXPRESSWAY AUTHORITY,

Petitioner,

CASE NO. 2006-CA-006250-O

vs.

PARCEL NOS: 406

TUSCAN RIDGE, LLC, et al.,

Respondents.

**MEDIATED SETTLEMENT AGREEMENT**

At a mediation conference held on February 12, 2016, the parties reached the following Settlement Agreement:

1. The parties reach an agreement, and Central Florida Expressway Authority (CFX) will pay the total sum of **One Million Five Hundred Dollars ($1,500,000.00)** in full and final settlement of all pending claims against CFX in the above styled cause of action, including, but not limited to, all attorneys fees and costs at the trial level and the District Court of Appeal and Supreme Court levels.

2. This agreement is subject to the approval of the CFX Right-of-Way Committee and the governing Board for CFX, which will be recommended for approval.

3. This Agreement contains all of the agreements of the parties relating to the resolution of any and all pending claims.

4. Subject to all approvals, Counsel for Petitioner and Respondent will jointly submit to the Court for signature a mutually approved proposed Stipulated Order Awarding Attorney Fees & Taxing Costs as soon as practical hereafter, and in any event within thirty (30) days after all approvals. This proposed Stipulated Order Awarding Attorney Fees & Taxing Costs shall

incorporate, include and set forth all provisions of this agreement except this final paragraph. If either party fails to join in the submittal of this proposed Stipulated Order Awarding Attorney Fees & Taxing Costs to the court after all approvals within this time period, the other party may ask the court to enter an order incorporating, including, and setting forth these provisions, which shall not be objected to.

DATED this 12th day of February, 2016.


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For Central Florida Expressway Authority

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407-951-6865
Fax: (407) 660-3009

James A. Helfinger, Jr., Mediator

# CONSENT AGENDA ITEM

# #25

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement

DATE: April 26, 2016

SUBJECT: Approval of Supplemental Agreement No. 3 with
The DRS Group of Florida, Inc. for
Document Conversion Services, Contract No. 000978

---

Board Approval is requested to enter into Supplemental Agreement No. 3, with The DRS Group of Florida, Inc. in the amount of $105,000 for the referenced contract. Hourly rates will remain the same. The funding requested will continue the services throughout the initial term and the first one-year renewal period. The initial term of the contract expires October 2, 2016.

On June 26, 2013, Board approved authorization to advertise for a record conversion and archiving service for permanent and long term documents, according to Florida Statutes Chapter 119 public records must be preserved and readily accessible. The project consisted of archiving and retaining paper documents that dated back to the mid 1960's. On August 28, 2013, the Board awarded Contract No. 000978 to The DRS Group of Florida, Inc. for a three (3) year term with two (2) one-year renewal options. Supplemental Agreement No.1 added scanning and preservation for long term bond documents and Supplemental Agreement No. 2 added a line item for Hourly Assistance with Inventory Preparation for the documents stored offsite.

This Supplemental Agreement will allow for continuation of the following services:

1. Preparing and microfilming documents including large format drawings and construction plans.
2. Converting the silver film to Diazo for the purpose of creating new duplicate rolls of Diazo microfilm.
3. Scanning documents to CD's or DVD's.

4. Delivering finished microfilm, CD's, or DVD's.
5. Providing film verification assistance on a schedule approved by CFX.
6. Assisting in the design of the indexing configuration.

| | |
|---|---|
| Original Contract | 211,425.00 |
| Supplemental No. 1 (Accounting-Bonds) | 45,000.00 |
| Supplemental No. 2 (Adj. hourly) | .00 |
| Supplemental No. 3 | 105,000.00 |
| Total Revised Contract Amount (Not-To-Exceed) | 361,425.00 |

Reviewed by: Vicki McElroy

Vicki McElroy, FCRM
Manager of Public Records

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: THE DRS GROUP OF FLORIDA, INC.

Contract No: 000978 Project No.: N/A

This Supplemental Agreement No. 3 entered into this 12th day of May , by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (" CFX"), and THE DRS GROUP OF FLORIDA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 28, 2013, for services pertaining to records conversion services, (the "Contract").

1. "CFX" has determined it necessary to increase the Contract amount by $105,000.00 in order to continue the required records conversion services to the end of the Contract Term; and,

2. The Consultant hereby agrees to the increase in the Contract amount and will continue provide the required services with no change in the fees and rates included in the original Contract as outlined in Exhibit "A" including the "additional hours" at the hourly rate as established in Exhibit "A"; and,

3. "CFX" and Consultant agree that this Supplemental Agreement No. 3 shall not alter or change in any manner the force and effect of the Contract including any previous supplementals thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 3; that acceptance of this Supplemental Agreement No. 3 signifies the Consultant's complete and total claim for the terms and conditions of the same and that the Consultant waives all future right for additional compensation which is not already defined herein.

| | |
|---|---|
| Original Contract | 211,425.00 |
| Supplemental No. 1 (Accounting-Bonds) | 45,000.00 |
| Supplemental No. 2 (Adj. hourly) | .00 |
| Supplemental No. 3 | 105,000.00 |
| Total Revised Contract Amount (Not-To-Exceed) | 361,425.00 |

SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: Records Conversion Services

Contract No.: 000978 Project No.: N/A

Amount of Changes to this document: $105,000.00

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

**"CFX":**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

By: _____
Director of Procurement

Date: _____

**"Consultant":**

**THE DRS GROUP OF FLORIDA, INC.**

By: _____
Authorized Signature

Print Name: _____

Title: _____

Attest: _____
Notary

Date: _____

"EXHIBIT A"

**SUPPLEMENTAL AGREEMENT 3**

**ORIGINAL BID-QUANTITY ADJUSTMENTS-S/A 2 ADDED ITEM 14 TO**

**CONTRACT NO. 000978**

**RECORDS CONVERSION SERVICES**

| ITEM NO. | QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | TOTAL |
|---|---|---|---|---|---|
| 1 | 500 | Per Box | Document Preparation (Estimated 2,500 documents per box average) | $32.000 | $16,000.00 |
| 2 | 300 | Per Set | Document Preparation based of Plans and As Builts 8 1/2" X 11", 11"X17" and 24" X 36" | $0.750 | $225.00 |
| 3 | 700,000 | Per image | Scanning Paper Documents 8 1/2" x 11" , 8 1/2" x 14" to CD or DVD | $0.059 | $41,300.00 |
| 4 | 200,000 | Per image | Scanning Paper Documents 11" X 17" to CD or DVD | $0.059 | $11,800.00 |
| 5 | 96,500 | Per image | Scanning Paper Documents 24" X 36" to CD or DVD | $0.680 | $65,620.00 |
| 6 | 700,000 | Per image | Microfilming 16mm Documents 8 1/2" x 11" , 8 1/2" x 14" from digital CD, DVD, FTP site (1 Original on Silver Film and 1 copy on Diazo Film) | $0.026 | $18,200.00 |
| 7 | 200,000 | Per image | Microfilming 16mm Documents 11" X 17" from digital, CD, DVD,FTP site (1 Original on Silver Film and 1 copy on Diazo Film) | $0.026 | $5,200.00 |
| 8 | 100,000 | Per image | Microfilming 35mm Plans/Drawing 24" X 36" from digital CD, DVD, FTP site (1 Original on Silver Film and 1 copy on Diazo Film) | $0.220 | $22,000.00 |
| 9 | 5 | Per Hour | Indexing Assistance | .0 Incl | |
| 10 | 99,324 | Per file | Indexing scanned documents | $0.100 | $9,932.40 |
| 11 | 99,324 | Per file | Indexing microfilm documents | $0.100 | $9,932.40 |
| 12 | 4,000 | Per Container | Indexing storage medium for CD/DVD or Microfilm | .0 Incl | |
| 13 | 10 | Per Roll | Duplication of Original Silver Film to Diazo | $20.000 | $200.00 |
| 14 | 560 | Hour | Hourly Assistance with Inventory Preparation (S/A 2) | $19.670 | $11,015.20 |
| | | | **ORIGINAL PRICE WITH QUANTITY ADJUSTMENTS** | | **$211,425.00** |

Note: Quantities were for bidding purposes only. Original Bid and Supplemental 2 -Line 14 added
Supplemental 3 has no changes from Per Unit price from Original Bid and SA 2

# CONTRACT

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY**
**AND**
**THE DRS GROUP OF FLORIDA, INC.**

# RECORDS CONVERSION SERVICES

**CONTRACT NO. 000978**

**CONTRACT DATE: AUGUST 28, 2013**
**CONTRACT AMOUNT: $211,425.00**

EXPRESSWAY
AUTHORITY

# ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

**CONTRACT, SCOPE OF SERVICES, ADDENDUM, PROPOSAL AND FORMS**

# CONTRACT, SCOPE OF SERVICES, ADDENDUM,

# PROPOSAL AND FORMS

# FOR

# RECORDS CONVERSION SERVICES
# CONTRACT NO. 000978

**September 2013**

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY**

**Members of the Board**

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

**Executive Director**

**Max Crumit, P.E.**

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## CONTRACT

This Contract (the "Contract" as defined herein below), is made this 28th day of August, 2013, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and THE DRS GROUP OF FLORIDA, INC., 11281 Interchange Circle South, Miramar, Florida 33025, hereinafter the CONTRACTOR:

**WITNESSETH:**

**WHEREAS,** the AUTHORITY was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Orlando-Orange County Expressway System; and,

**WHEREAS,** the AUTHORITY has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and,

**WHEREAS,** the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide records conversion services and related tasks as may be assigned to the CONTRACTOR by the AUTHORITY and identified as Contract No. 000978; and,

**WHEREAS,** on or about June 29, 2013, the AUTHORITY issued an Invitation to Bid seeking bids from qualified contractors to perform such tasks; and,

**WHEREAS,** CONTRACTOR was the successful one of three qualified firms that responded to the Invitation to Bid and was ultimately selected as the low responsive and responsible bidder;

**NOW THEREFORE,** in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

### 1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of the AUTHORITY, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include providing records conversion services as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

The AUTHORITY does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. The AUTHORITY, at its option, may elect to have any of the services set forth herein performed by other contractors or AUTHORITY staff.

The Contract Documents, in order of precedence, consist of:

1.1 The Contract, including insurance policies,
1.2 The Scope of Services,
1.3 The Addendum,
1.4 The Method of Compensation,
1.5 The Proposal submitted by CONTRACTOR,

(collectively, the "Contract").

## 2. TERM AND NOTICE

The initial term of the Contract will be three (3) years from the date indicated in the Notice to Proceed from the AUTHORITY. There shall be two renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONTRACTOR with written notice of its intent at least 150 days prior to the expiration of the initial three-year Contract Term and any subsequent renewals.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 10 days notice for convenience or 15 days with cure notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt

performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of AUTHORITY reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, the AUTHORITY will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, the AUTHORITY may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, AUTHORITY will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, AUTHORITY will have the right to appropriate or use any or all materials as the AUTHORITY determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of AUTHORITY are required for Contract completion. All costs and charges incurred by AUTHORITY because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall pay the AUTHORITY the amount of the excess. If, after the default notice curative period has expired, but prior to any action by AUTHORITY to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with AUTHORITY's requirements, AUTHORITY may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of AUTHORITY incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by AUTHORITY which exceed the remaining amount due on the Contract shall be reimbursed to AUTHORITY by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

AUTHORITY shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

AUTHORITY reserves the right to terminate or cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

## 3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Contract term is $211,425.00

3.2 AUTHORITY agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation.

## 4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR's performance of the Contract determined necessary or desirable by the AUTHORITY for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to the AUTHORITY.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.

AUTHORITY reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR or any subcontractor. By submitting a response to the Request for Proposal, CONTRACTOR or any subcontractor submits to and agree to comply with the provisions of this section.

If the AUTHORITY requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with AUTHORITY, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for the AUTHORITY during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for the AUTHORITY until reinstated by the AUTHORITY.

Final Audit for Project Closeout: The CONTRACTOR shall permit the AUTHORITY, at the AUTHORITY'S option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by the AUTHORITY because of accounting errors or charges not in conformity with the Contract, the

CONTRACTOR agrees that such amounts are due to the AUTHORITY upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by the AUTHORITY, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

## 5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

AUTHORITY has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under the AUTHORITY'S program, CONTRACTOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services.

## 6. CONTRACTOR INSURANCE

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by the AUTHORITY. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide the AUTHORITY with correct certificates of insurance (ACORD forms) upon Contract execution:

6.1 **Commercial General Liability** Insurance having a minimum coverage of One Million Dollars ($1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars ($2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

6.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars ($1,000,000.00) for each accident;

6.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

6.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

Such insurance policies shall be without co-insurance, and shall (a) include the AUTHORITY, and such other applicable parties the AUTHORITY shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c)

include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to the AUTHORITY from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against AUTHORITY, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to AUTHORITY evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by AUTHORITY.

Any insurance carried by the AUTHORITY in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide AUTHORITY with certificates of same, the AUTHORITY may obtain such polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments.

## 7. CONTRACTOR RESPONSIBILITY

CONTRACTOR shall comply with, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible to comply with, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

(i) those relating to the safety of persons and property and their protection from damage, injury or loss, and

(ii) all workplace laws, regulations, and posting requirements, and

(iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, AUTHORITY's Drug-Free Workplace Policy; And

(iv) compliance with the public records laws of Chapter 119, Florida Statutes.

## 8. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, CONTRACTOR's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third

party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

8.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

8.2 AUTHORITY's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property,

8.3 AUTHORITY's full exercise of its rights under any license conveyed to it by CONTRACTOR,

8.4 CONTRACTOR's violation of the confidentiality and security requirements associated with the AUTHORITY Property and AUTHORITY Intellectual Property,

8.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

8.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

8.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the AUTHORITY or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from AUTHORITY to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

## 9. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the AUTHORITY. Thereafter, CONTRACTOR shall follow AUTHORITY'S instructions with regard to such request. To the extent that such request seeks non-exempt public records, the AUTHORITY shall direct CONTRACTOR to provide such records for inspection and copying incompliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by AUTHORITY.

## 10. PRESS RELEASES

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation AUTHORITY Property and AUTHORITY Intellectual Property, without first notifying AUTHORITY and securing its consent in writing.

## 11. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to AUTHORITY upon request.

## 12. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

CONTRACTOR acknowledges that AUTHORITY officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the AUTHORITY in accordance with the AUTHORITY's Ethics Policy. CONTRACTOR acknowledges that it has read the Ethics Policy and, to the extent applicable, CONTRACTOR will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

## 13. NONDISCRIMINATION

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

## 14. SUBLETTING AND ASSIGNMENT

AUTHORITY has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR'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 CONTRACTOR 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, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR 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 subcontractor, equal or exceed twenty five thousand dollars ($25,000.00), the CONTRACTOR shall first submit a request to the AUTHORITYs 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 CONTRACTOR until it has been approved by the AUTHORITY Board. In the event of a designated emergency, the CONTRACTOR 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.

## 15. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of the AUTHORITY's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and the AUTHORITY Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

## 16. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or CONTRACTOR's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONTRACTOR to be the prevailing party, CONTRACTOR must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with AUTHORITY, failing which AUTHORITY will be deemed the prevailing party for purposes of this Contract.

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys' fees and costs.

## 17. OTHER SEVERABILITY

If any section of this Contract, other than the immediately preceding Prevailing Party Attorneys' Fees section, be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

## 18. GOVERNING LAW

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

In consideration of the foregoing premises, AUTHORITY agrees to pay CONTRACTOR for work performed and materials furnished at the prices submitted with the Proposal.

## 19. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between AUTHORTIY and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of the AUTHORITY.

Any approval by AUTHORITY of a subcontract or other matter herein requiring AUTHORITY approval for its occurrence shall not be deemed a warranty or endorsement of any kind by AUTHORITY of such subcontract, subcontractor, or matter.

## 20. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify AUTHORITY and request clarification of AUTHORITY's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

## 21. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where the AUTHORITY shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by the AUTHORITY, whichever is later.

## 22. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

22.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

22.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

22.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

22.4 Obligations upon expiration or termination of the Contract; and

22.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

## 23. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

23.1 Immediately upon expiration or termination of this Contract CONTRACTOR shall submit to AUTHORITY, upon request, a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

23.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of AUTHORITY.

THIS SPACE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties 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 28, 2013.

ORLANDO-ORANGE COUNTYEXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: Claude Miller

Date: 9/26/13

THE DRS GROUP OF FLORIDA, INC.

By: _____

Print Name: John Civale

SVP
Title

ATTEST: _____ (Seal)

DATE: 9/9/2013

Approved as to form and execution, only.

_____
General Counsel for the AUTHORITY

**SCOPE OF SERVICES**
**RECORDS CONVERSION SERVICES**
**CONTRACT NO. 000978**

## 1.0 PROJECT OVERVIEW

The Contractor shall provide all labor, materials, equipment and incidentals necessary to perform record conversion services for the Orlando-Orange County Expressway Authority (Authority) as described herein.

Services shall include, but are not limited to: (i) preparing and microfilming documents including large format drawings and construction plans; (ii) converting the silver film to Diazo for the purpose of creating new duplicate rolls of Diazo microfilm; (iii) scanning documents to CD's or DVD's; (iv) delivering finished microfilm, CD's, or DVD's; (v) providing film verification assistance on a schedule approved by the Authority; (vi) assisting in the design of the indexing configuration. With the exception of microfilming, services shall be performed on-site at the Authority's Headquarters Building.

## 2.0 GENERAL REQUIREMENTS

2.1 The Contractor's standard work hours at the Authority's site shall be between 8:00 a.m. and 4:30 p.m., Monday through Friday, excluding the Authority's observed holidays. The Authority may require the Contractor to perform work during non-standard hours outside the standard work hours. Non-standard hours will be authorized in writing by the Authority. The Contractor shall advise the Authority 48 hours in advance of its projected work schedule for each week. The Contractor shall perform no work during the Authority's observed holidays without the prior written permission of the Authority.

The Authority's observed holidays are listed as follows:

| | |
|---|---|
| New Year's Day | Veterans Day |
| Martin Luther King's Birthday | Thanksgiving Day |
| Memorial Day | Friday after Thanksgiving |
| Independence Day | Christmas Day |
| Labor Day | |

2.2 In the event an emergency condition is declared by the Authority's Executive Director or Deputy Executive Director or their respective designees, the Contractor shall perform work during such hours as specified by the Authority.

2.3 The Contractor shall provide the necessary experienced personnel to support the services required by the Contract. The Contractor shall remove any employee whose work performance, in the Authority's opinion, is not satisfactory, and replace such personnel with employee(s) satisfactory to the Authority. In no event shall the Authority be responsible for monitoring or assessing the suitability of any employee or agent of the Contractor.

2.4 All Contractor employees shall wear business casual attire while working at the Authority site.

2.5 The Contractor shall comply with all Authority security policies, plans and procedures.

2.6 The Contractor shall be responsible for providing cellular phone equipment and services to the Contractor's employees.

2.7 The Contractor shall, at no additional cost to the Authority, correct any improper work resulting from faulty workmanship.

2.8 The Contractor shall be responsible for restoring, at no cost to the Authority, any and all records that are damaged while under the care of the Contractor, regardless of whether the damage results from improper or negligent practices, vandalism, act of God, etc.

2.9 Payments to the Contractor shall in no way constitute a waiver of any warranty requirements.

3.0 PRODUCT AND MATERIALS

3.1 The Authority will provide original documents for filming and scanning as follows:

3.1.1 Documents: written documents, ranging in sizes from 8.5" x 11" to 11" x 17", in 1.2 cubic foot storage boxes. Contractor shall prepare the documents for scanning and/or filming.

3.1.2 Drawings/Plans: architectural and engineering drawings/plans, in sizes from 8.5" x 11" to 24" x 36", in 1.2 cubic foot storage boxes; or in 33" x 43" X 1" flat boxes. Contractor shall prepare the documents for scanning and/or filming. Plans are bound with two (2) or three (3) post ranging from ½ inch to 4 inches; spiral comb binding, or stapled. Bound plans are considered a set and may range from 50 to 1000+ pages.

3.1.3 Digital Files: CD's, DVD's or electronic documents transferred from the Authority's FTP site to the Contractor for the purpose of microfilming. The Authority will provide the FTP link to the Contractor when electronic documents are placed on the Authority's FTP for transfer to the Contractor.

3.2 The Contractor shall provide the following materials and equipment:

3.2.1 Blank Film: Shall come in 5mm, one hundred (100) foot rolls, manufactured from safety base film (silver type on polyester base), for originals to produce density and resolution as defined in Rule 1B-26.0021, Florida Administrative Code. In addition, film shall meet or exceed

American National Standards Institute (ANSI) standards. Roll cores shall be made of non-ferrous materials with a corrosion resistant finish or other non-corroding plastic, which in any event will not react with the film. Roll cores that give off reactive fumes or exudations during storage shall not be used. (Ref: Kodak, Fuji, Agfa, or other approved equivalent product. Equivalency shall be determined by the Authority).

3.2.2 Film Storage Containers: Shall be plastic and designed to accommodate a front and top label indicating whether the roll is an original or duplicate, the roll number, date, and appropriate information as supplied by the Authority. Acid Free Boxes can be used to hold duplicate copies of the microfilm.

3.2.3 CD's and DVD's for converting original documents, or transferring electronic documents for the purpose of microfilming. The Contractor shall use RW type CD's with a minimum capacity of 700MB/80 minutes and/or RW type DVD's with a minimum capacity of 4.7GB when performing document scanning activities. These CD's/DVD's shall be compatible with CD/DVD/RW disk drives utilized in Hewlett Packard computers and may be manufactured by Maxell, Sony, Memorex, TDK, Verbatim, or equivalent alternate product.

3.2.4 The cost of materials necessary to perform the services specified herein shall be included in the Contract unit prices for the various items of Work to which it is incidental.

## 4.0 PERFORMANCE REQUIREMENTS

4.1 The Contractor shall perform all of its obligations and functions under the Contract in accordance with Contract specifications and industry standards. The Contractor shall adjust and coordinate its activities to the needs and requirements of the Authority and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the Authority.

4.2 Dates for commencement and completion of work will be on an as-needed basis and shall be coordinated with the Authority's representative.

4.3 Any work required beyond that which is specified herein shall be reported in advance to the Authority's representative. At no time shall work beyond the scope be performed without prior written authorization from the Authority's representative.

4.4 The Contractor shall utilize maximum safety precautions. Tools and equipment shall be in a good state of repair, safe to use, and be used in the manner in which they were intended. Contractor shall inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment shall be left unsecured on the project site at any time. The Authority assumes no responsibility for the Contractor's materials or equipment.

4.5 The Contractor shall allow the Authority's representative access to any and all Authority owned documents, drawings, plans, and Contractor generated products during the performance of service.

4.6 The Contractor shall keep a written index of all documents, drawings, plans, received from the Authority until such documents, drawings/plans, are returned to the Authority.

4.7 The Contractor shall advise the Authority as soon as practical of any defect or condition which may adversely affect the completion of work requested under the scope of services.

4.8 The Contractor shall take measures necessary to prepare paper documents for microfilming, which includes, but is not limited to, removal of all staples, paper clips, screws, removing documents from binders, page orientation, removal of post-it notes, etc. The Contractor shall reassemble documents and return them to their original state.

4.9 The Contractor shall not in any way damage original documents, drawings or plans.

## 5.0 MICROFILMING AND SCANNING REQUIREMENTS

5.1 The Contractor shall adhere to the guidelines and procedures as stated in the Florida Department of State, Division of Library & Information Services, Chapter 1B-26.0021, Florida Administrative Code Records Management – Standards and Requirements–Microfilm Standards, which meets or exceeds the American National Standards Institute (ANSI) standards.

5.2 Documents shall be scanned with a resolution of 300 dpi by the Contractor in a secured room on the Authority's property. Documents shall be scanned into a PDF or TIFF format. Format will be determined by the Authority based upon document type. Scanned documents shall be placed on a CD or DVD as described in section 3.2.3. The microfilming shall take place at the Contractor's facility utilizing electronic files.

5.3 The Contractor, with the assistance of the Authority's representative, shall develop indexes for scanning and microfilm. The Authority has identified seven (7) index types: minutes; consent agenda; resolutions; right-of-way; invoices; bonds; and project files. These index types are all permanent with the exception of invoices. More index types may be identified and Contractor assistance requested throughout the term of the Contract.

5.4 The Contractor shall provide indexes on the disk and microfilm outlining the contents of each. Disk and microfilm shall be created in a fashion whereby documents contained therein may be located as quickly as possible.

5.5 The Contractor shall transfer scanned documents from CD's, DVD's or FTP site to microfilm 16mm or 35mm film based upon document size. The Contractor shall return the RW type CD/DVD when delivering the microfilm. The Contractor shall notify the Authority's representative upon completion of downloading documents from the FTP site.

5.6 If less than one quarter (1/4) of a roll is left upon completion of filming of a project, Contractor shall begin a new roll for the next project. If more than one quarter (1/4) of a roll is left upon completion of filming a project, Contractor shall insert 25 spaces and begin filming the next project. After processing, the roll shall be cut to separate the next project onto a different roll.

5.7 The Contractor shall process and test all original microfilm. Contractor shall conduct and document Methylene Blue Test on each batch of processed original film, or on one (1) out of every ten (10) rolls of original film, for concentration of residual thiosulfate. The methylene blue test must not exceed 14 micrograms per square centimeter.

5.8 The Contractor shall provide (1) silver polyester base 5mm thick original and one (1) Diazo duplicate of each 5mm thick 100 foot roll from permanent documents.

5.9 If requested by the Authority's representative, the Contractor shall provide a Diazo duplicate of 5mm thick 100 foot roll from a silver polyester base 5mm thick 100 foot roll original.

5.10 When submitted to the Authority, all completed film shall be fully compatible with the microfilm reader and conversion equipment the Authority will be purchasing. Anticipated purchase will be a ScanPro 2000 or equivalent.

5.11 The Contractor shall provide on each loaded disk a label identifying the information that is on the disk and include the "Burn" date. The loaded disk shall be inserted in a jewel case containing an insert that also identifies the information on the disk and the "Burn" date. The Authority's representative will provide instruction as to labeling index requirements. If more than one disk is needed for a project, the disks shall be numbered "Disk 1 of X", "Disk 2 of X", etc.

5.12 The Contractor shall provide on each microfilm reel a label identifying the information that is on the microfilm reel and include the "Film" date. The loaded microfilm reel shall be inserted in a microfilm container as described in 3.2.2 above. The Authority's representative will provide instruction as to labeling index requirements. If more than one microfilm is needed for a project, the microfilms shall be numbered "Microfilm 1 of X", "Microfilm 2 of X", etc.

## 6.0 DELIVERY/PICKUP LOCATIONS

6.1 Delivery and pickup shall be to and from Orlando-Orange County Expressway Authority located at 4974 ORL Tower Road, Orlando, Florida 32807

6.2 The Authority reserves the right to add or remove any locations at any time during the term of the Contract. Any such changes will be documented in writing by the Authority.

6.3 The Contractor shall coordinate delivery of completed film with the Authority's representative.

6.4 Upon delivery, the Contractor shall supply the Authority with documentation supporting the delivery. Documentation provided shall include the following information:

- Contractor internal tracking number,
- Time and date of request for delivery,
- Name of Authority representative requesting delivery,
- Authority assigned box or carton number(s), and
- Authority description(s) from the exterior of the box and the initial index and filing paperwork.

## 7.0 INSPECTION AND APPROVAL

7.1 The Authority's representative will inspect the first roll of microfilm prior to the completion of any assigned project. Contractor shall not proceed with the balance of the assigned project until notified by the Authority's representative.

7.2 The Authority's representative will inspect the first CD or DVD prior to the completion of any assigned project. Contractor shall not proceed with the balance of the assigned project until notified by the Authority's representative.

7.3 At the completion of any assigned project, the Authority's representative will conduct an inspection of all film, CD's, DVD's, and other Contractor generated materials provided.

7.4 Any deficiencies noted during an inspection shall be corrected by the Contractor at its expense within seven (7) business days from the date of inspection.

## 8.0 REPORTS

8.1 Upon project completion, the Contractor shall provide the Authority an updated inventory bar code list of completed deliverables.

8.2 Upon project completion, the Contractor shall provide a master electronic inventory of all documents in a format acceptable to the Authority.

8.3 The Contractor shall submit all reports prior to submitting the final invoice.

8.4 The cost of the required reports specified herein shall be included in the Contract unit prices for the various items of Work to which it is incidental.

END OF SCOPE OF SERVICES

Orlando-Orange County Expressway Authority
4974 ORL Tower Road, Orlando FL 32807
(407) 690-5000 Fax: (407) 690-5032

| | |
|---|---|
| TO: | All Planholders of Record |
| FROM | Claude Miller, Director of Procurement |
| DATE: | July 17, 2013 |
| SUBJECT: | Contract No. 000978,<br>Records Conversion Services – Addendum No. 1 |

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated June 2013, as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal form. Failure to do so may subject the bidder to disqualification. This Addendum consists of 3 pages.

## RESPONSES TO QUESTIONS

1. The following questions were received from planholders of record. The Authority's response follows each question.

**Q001: Is this an all or none bid? Are we required to provide ALL services, or can we just bid on partial services?**

R: All line items are to be bid on. Partial bids will be deemed non-responsive.

**Q002: What is proposed for tracking paper files in and out of conversion?**

R: Refer to RFP, Scope of Services, Section 4.6

**Q003: Is there a procedure in place to cover the instance of a paper file being needed during conversion?**

R: Refer to RFP, Scope of Services, Section 4.5

**Q004: Will it be necessary to identify files that have been converted by physical means, i.e. annotating the paper file after conversion with an identifying mark?**

R: No

**Q005: How will a "project be defined?"**

R: The Authority will define the project(s).

**Q006: If the vendor is prepared to place a microfilm camera onsite would that be acceptable? In some circumstances, with some records, filming the paper directly results in superior resolution and density of image. The subsequent scanning of the microfilm provides an improved electronic image over that which can be achieved by scanning the paper directly.**

R: Yes however, Scope of Services, Section 5.2 still applies.

**Q007: Can you tell me who is the current provider of these services? Can you supply a bid tab/award notice from the prior bid?**

R: The awardee of this solicitation will be the first provider.

**Q008: Is subcontracting allowed? If so, due to the contract amount does the vendors have to disclose the subcontractor(s) when submitting their responses to allow the Authority to use that information in determining the responsive bidders?**

R: Yes subcontracting is allowed and they must be disclosed. All services performed under this contract shall be conducted within the continental United States (CONUS) by either the prime or their subcontractor(s).

**Q009: How will the Authority handle the security of Human Resource records if subcontracting is allow? Ie offshore or near shore indexing or other services being subcontracted.**

R: All services performed under this contract shall be conducted within the continental United States (CONUS) by either the prime or their subcontractor(s).

**Q010: What is the disposition of the documents once they are scanned?**

R: Documents will be returned to the Authority's representative in accordance with Scope of Services, Section 4.8.

**Q011: Recommend the Authority to get separate price for each service so you can determine if the cost of re-prepping is justifiable for every project?**

R: Bid items remain unchanged.

**Q012: During the walk through we saw many color images ( engineering plans ) and the assumption was that they are to be scanned in color due to graphs and color coding schematics . In our industry color**

**scanning is slower process and should be considered a separate line item.**

R: Black and white imaging will be the standard for scanning color documents unless color is warranted to insure the scanned document is clear, concise and accurate. That determination will be made by the Authority. Bid items remain unchanged.

**Q013: Is the estimated volume for all three years of service?**

R: Yes.

**Q014: Would we be able to perform any imaging related services off-site and off shore such as indexing?**

R: Yes services may be performed off-site but, subcontracting outside the continental United States (CONUS) is prohibited.

**Q015: Would we be able to use our 3rd party partners for processing microfilm?**

R: See response to Q014 above.

**Q016: Is OOCEA open to getting this project done quicker than 3 years?**

R: OOCEA will progress as quickly as possible based upon annual budgetary and resources available. The estimated volume / term of service remain unchanged.

**Q017: What does "providing film verification assistance on a schedule approved by the Authority" on page SS-1 mean?**

R: Contractor will assist in the initial review of microfilm being submitted to the Authority for each project that has new indexing. This assistance will include an explanation and demonstration on how the indexing on the microfilm is utilized to quickly identifying and locating the desired document(s).

END OF ADDENDUM NO. 1

## METHOD OF COMPENSATION
## RECORD CONVERSION SERVICES

1.0 PURPOSE

This document describes the limits and method of compensation to be made to the Contractor for the services set forth in the Scope of Services. The services shall be provided over the duration of the work specified in the Contract.

2.0 COMPENSATION

For the satisfactory completion of the services detailed in the Scope of Services, the Contractor will be paid at the rates shown in the Price Proposal for all work completed and accepted by the Authority.

3.0 METHOD OF COMPENSATION

3.1 Payment will be made to the Contractor not more than once monthly. The Contractor shall prepare and forward two (2) copies of each monthly invoice (in a format acceptable to the Authority) to the Authority's Manager of Procurement. The invoice shall include a breakdown of the work performed by the Contractor to verify the amount being requested for payment.

3.2 The Authority does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the Contractor is providing these services on a non-exclusive basis. The Authority, at its option, may elect to have any of the services set forth herein performed by other Contractors or Authority staff.

3.3 Contractor shall receive and accept the compensation and payment provided in its Price Proposal and the Contract as full payment for all labor, materials, expenses, supplies and incidentals required to be provided by the Contractor in the Scope of Services.

3.4 The Contractor shall promptly pay all suppliers their proportionate share of payments received from the Authority.

3.5 Payment for invoices received by the Manager of Procurement by the 1st of the month will be placed in the U.S. Mail on the last working day of the following month. Direct deposit of payment to the Contractor is available. If the Contractor elects to receive direct deposit of payments from the Authority, the Authority will provide the Contractor with the necessary Automatic Deposit Authorization Agreement form.

3.6 The Authority reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by the Authority or it's designated representative. Any and all such payments previously withheld shall be released and paid to Contractor promptly when the work is subsequently satisfactorily performed. If any defined action, duty or service or part required by the Contract is not performed by the Contractor, the value of such action, duty or service or part thereof will be determined by the Authority and deducted from any invoice or monthly billing period claiming such items for payment. In order to expedite the review, processing, and delivery of each month's invoice to the Authority, the Director of Procurement, with the approval of the Contractor, may elect to apply any deducted amounts to the following month's invoice total.

## 4.0 ADDITIONAL SERVICES

Additional services outside the scope of the Contract and the resulting compensation for such services shall be implemented by a written Supplemental Agreement in accordance with the Contract. Such work shall not be performed until a Supplemental Agreement has been executed by the Authority and the Contractor.

## 5.0 PROJECT CLOSEOUT

Final Audit: The Contractor shall permit the Authority, at the Authority's option, to perform or have performed, an audit of the records of the Contractor and any or all subcontractors to support the compensation paid the Contractor. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the Contractor under the Contract are subsequently determined to have been inadvertently paid by the Authority because of accounting errors or charges not in conformity with the Contract, the Contractor agrees that such amounts are due to the Authority upon demand. Final payment to the Contractor shall be adjusted for audit results.

END OF SECTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

RECORDS CONVERSION SERVICES
CONTRACT NO. 000978

PROPOSAL OF

The DRS Group of Florida
(Name)

11281 Interchange Circle S. 954-553-4009
(Address) (Telephone No.)
Miramar, FL 33025

Submitted 7/29/2013

Orlando-Orange County Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned, are interested in this Proposal as principals, and that this Proposal is made without collusion with any person, firm or corporation. We have carefully and to our full satisfaction examined the Bidding Documents and the location of the proposed work and the sources of supply of materials. We hereby agree to furnish all necessary labor, equipment, and materials, fully understanding that the quantities shown herewith are approximate only, and that we will fully complete all necessary work in accordance with the Bidding Documents and the requirements under them of the Authority, for the unit prices shown on the Bid Form.

I (we) hereby acknowledge receipt of the following Addenda issued during the bidding period:

Addendum No. 1 Dated 7/17/13 Bidder and/or Representative Initial_____

Addendum No. _____ Dated _____ Bidder and/or Representative Initial_____

Addendum No. _____ Dated _____ Bidder and/or Representative Initial _____

John Civiale SVP

Name of Bidder and/or Representative

If awarded the Contract, the undersigned further agrees to execute the Contract within 10 calendar days after the date on which the notice of award has been given.

The undersigned acknowledges that the Orlando-Orange County Expressway Authority officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the Authority.

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The DRS Group of Florida Inc.
Name of Bidder and/or Representative

I (We), the undersigned, hereby certify that I (we) have carefully examined this proposal after the same was completed, and have verified each item placed thereon; and I (we) agree to indemnify, defend, and hold harmless the Authority against any cost, damage, or expense which it may incur or be caused by any error or omission in my (our) preparation of same.

CORPORATION:

The DRS Group of FL
Principal (Bidder)

By: John Civore
President or Vice President

Attest:
Secretary (or Assistant Secretary)

(Affix
Corporate
Seal)

INDIVIDUAL OR FIRM TRADING AS:

_____
Principal (Bidder)

Signature: _____
Individual or Owner

Witness: _____

Witness: _____

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
RECORDS CONVERSION SERVICES
CONTRACT NO. 000978

AFFIDAVIT

This Affidavit, executed by, or on behalf of the person, firm, association, corporation or joint venture submitting the Proposal, shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Florida COUNTY OF Broward

Before me, the undersigned authority, personally appeared John Civiale who being duly sworn, deposes and says he is SVP (Title)

of DRS Group (Firm) of Miramar, FL (City and State)

the bidder submitting the attached Proposal for the work covered by Authority Contract No. 000978 in Orange County, Florida.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm, corporation, or joint venture under the same or different name, and that such bidder has no financial interest in the firm of another bidder for the same work. That he, his firm, association, corporation, or joint venture has neither directly, nor indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's bid on the above-named project. Furthermore, neither he, his firm, corporation, joint venture, nor any officers are debarred from participating in public contract lettings in any other state.

Corporation Must
affix Seal

The DRS Group of Florida
(Bidder)
By: John Civiale

Title: SVP

**********

STATE OF FLA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 7/25/13 (Date),

by John Civale SVP (Name of Officer or agent, title of officer or agent)

of The DRS Group of Florida Inc. (Name of Corporation acknowledging),

a Florida corporation, on behalf of the corporation. He/she is (State or place of incorporation)

personally known to me or has produced FLDL C-140-461-62-377-0 (Type of identification)

as identification and did (did not) take an oath.

EE 871947 Notary Public, Commission No.

Samuel Ventura (Name of Notary typed, printed or stamped)

SAMUEL VENTURA NOTARY My Comm. Expires (SEAL ABOVE) No. EE 871947 PUBLIC STATE OF FLORIDA

Title or Type of Document _____ (Optional)

Number of Pages ____ Date of Document _____ (Optional)

Signer(s) Other than Named Above _____ (Optional)

NOTICE: Any evidence of collusion among participating bidders will preclude their recognition as bidders on such job and subjects them to penalties under applicable State and Federal Law, both civil and criminal. The Authority will also disqualify such bidders on any work of the Authority until such participant shall have been reinstated as a qualified bidder.

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

THE ABOVE FORM OF AFFIDAVIT IS REQUIRED TO BE EXECUTED AND ATTACHED TO EACH BID PROPOSAL FOR THE PROPOSAL TO BE CONSIDERED.

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY**

**ACKNOWLEDGMENT OF STANDARD OF CONDUCT AND CODE OF ETHICS**

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

The undersigned further acknowledges that it has read the Authority's Code of Ethics, a copy of which is available on the Authority's web site at www.oocea.com and, to the extent applicable to the undersigned, agrees to abide with such policy.

The DRS Group of Florida
Company Name

By: John Civale

Title: SVP

(Note: Failure to execute and submit this form may be cause for rejection of the bid as non-responsive.)

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY**

**DRUG-FREE WORKPLACE FORM**

The undersigned, in accordance with Florida Statue 287.087 herby certifies that

The DRS Group of Florida does:

Name of Business

1. Publish a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction of, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies with the above requirements.

Bidder's Signature

7/23/13

Date

**RECORDS CONVERSION SERVICES**
**CONTRACT NO. 000978**
**EQUIPMENT LIST**

Provide a list of equipment necessary to perform records conversion services on-site at the Authority's Headquarters Building at 4974 ORL Tower Road, Orlando, Florida 32807.

| MODEL NAME | MODEL NUMBER | MANUFACTURER | QUANTITY |
|---|---|---|---|
| | | | |
| 1. Canon 9080C Scanner | 9080C | Canon 110Volts | 2-4 |
| 2. Contex large format | SD-4450 | Contex 110 Volts | 1-2 |
| 3. Tables | 30" x 48" 30 x 60" 30 x 72" | — | 2 2 2 |
| 4. Dell Computers | — | Dell | 3-6 |
| 5. Chairs | — | — | 3-6 |
| 6. | | | |

The information provided herein is for information purposes only to ensure adequate space and power source(s) are available.

DRS will Not Subcontract Any Part of this RFP.

REFERENCES

The Bidder shall submit references with the name of the business, contact person, address, telephone number, fax number, email address, and date of service. The Bidder shall have a minimum of five (5) years of experience in providing records conversion services. If more than four (4) references are necessary to document the minimum of five (5) years of experience this sheet may be duplicated.

Business Name: City of Pembroke Pines
Point of Contact: Dan Stewart
Address: 10100 Pines Blvd
Pembroke Pines, FL 33026
Phone: 954 435-6570
Fax:
Email: dStewart@PPines.com
Date of Service: 7/2005 - Current

Business Name: Martin County
Point of Contact: John Gallagh
Address: 2401 SE Monterey Rd
Stuart, FL 34996
Phone: 772 288-5480
Fax:
Email: JGallagh@Martin.FL.US
Date of Service: 6/2005 - 6/2011

Business Name: GOAA
Point of Contact: Alice Young
Address: Greater Orlando
Airport
Phone: 407 825-2060
Fax:
Email: AYoung@Goaa.org
Date of Service: 8/1/2008 - 7/2/2013

Business Name: City of Tamarac
Point of Contact: Lillian Pabon
Address: 7525 NW 88th Ave
Tamarac, FL 33321
Phone: 954-597-3503
Fax:
Email: LillianP@Tamarac.org
Date of Service: 7/2004 - Current

*** BID FORM ***
**CONTRACT NO. 000978**
**RECORDS CONVERSION SERVICES**

| ITEM NO. | QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | TOTAL | |
|---|---|---|---|---|---|---|
| 1 | 500 | Per Box | Document Preparation (Estimated 2,500 documents per box average) | 32.00 | 16,000.00 | |
| 2 | 300 | Per Set | Document Preparation based of Plans and As Builts 8 1/2" X 11", 11"X17" and 24" X 36" | 0.75 | 225.00 | |
| 3 | 800,000 | Per image | Scanning Paper Documents 8 1/2" x 11" , 8 1/2" x 14" to CD or DVD | 0.059 | 47,200.00 | |
| 4 | 200,000 | Per image | Scanning Paper Documents 11" X 17" to CD or DVD | 0.059 | 11,800.00 | |
| 5 | 100,000 | Per image | Scanning Paper Documents 24" X 36" to CD or DVD | 0.68 | 68,000.00 | |
| 6 | 800,000 | Per image | Microfilming 16mm Documents 8 1/2" x 11" , 8 1/2" x 14" from digital CD, DVD, FTP site (1 Original on Silver Film and 1 copy on Diazo Film) | 0.026 | 20,800.00 | |
| 7 | 200,000 | Per image | Microfilming 16mm Documents 11" X 17" from digital, CD, DVD,FTP site (1 Original on Silver Film and 1 copy on Diazo Film) | 0.026 | 5,200.00 | |
| 8 | 100,000 | Per image | Microfilming 35mm Plans/Drawing 24" X 36" from digital CD, DVD, FTP site (1 Original on Silver Film and 1 copy on Diazo Film) | 0.22 | 22,000.00 | |
| 9 | 5 | Per Hour | Indexing Assistance | .0 Incl | Ø | Included |
| 10 | 100,000 | Per file | Indexing scanned documents | 0.10 | 10,000.00 | |
| 11 | 100,000 | Per file | Indexing microfilm documents | 0.10 | 10,000.00 | |
| 12 | 4,000 | Per Container | Indexing storage medium for CD/DVD or Microfilm | .0 Incl | Ø | Included |
| 13 | 10 | Per Roll | Duplication of Original Silver Film to Diazo | 20.00 | 200.00 | |
| | | | TOTAL BID | | 211,425.00 | |

Note: Quantities are for bidding purposes only. Actual quantities may vary.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: THE DRS GROUP OF FLORIDA, INC.

Contract No: 000978 Project No.: N/A

This Supplemental Agreement No. 1 entered into this 14th day of October, 2014, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), and THE DRS GROUP OF FLORIDA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 28, 2013, for services pertaining to records conversion services, (the "Contract").

1. The Authority has determined it necessary to increase the Contract amount by $45,000.00 in order to continue the required records conversion services to the end of the Contract Term; and,

2. The Consultant hereby agrees to the increase in the Contract amount and will continue provide the required services with no change in the fees and rates included in the original Contract as outlined in Exhibit "A" excluding a new line item "additional hours" at the hourly rate as established in Exhibit "A"; and,

3. The Authority and Consultant agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Consultant's complete and total claim for the terms and conditions of the same and that the Consultant waives all future right for additional compensation which is not already defined herein.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Records Conversion Services

Contract No.: 000978 Project No.: N/A

Amount of Changes to this document: $45,000.00

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

**"Authority":**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

By: _____
Director of Procurement

Date: 10/13/14

**"Consultant":**

**THE DRS GROUP OF FLORIDA, INC.**

By: _____
Authorized Signature

Print Name: John Civil

Title: SVP

Attest: _____
Notary

Date: 10/09/2014

GUILLERMO ZEREDA
NOTARY PUBLIC
STATE OF FLORIDA
My Comm. Expires May 19, 2018
No. FF 124822
Bonded through CNA Surety

Exhibit "A"

# Products and Services Price Quote


**The DRS Group of Florida**
**11281 Interchange Circle South**
**Miramar, FL 33025**
**954 538-1112**


**Date:** 9/26/14
**Quotation #:** <Quote Number>
**Customer ID:**
***Quotation valid until:***
***Prepared by:*** John Civale

**Bill To:** **Central Florida Expressway Authority**
4974 ORL Tower Rd
Orlando, FL 32807
**Robert Johnson (407) 690-5000**
**JohnsonR@oocea.com**

**Ship To:**

| | | *Invoices* | | |
|---|---|---|---|---|
| **Qty** | **Part No.** | **Description** | **Unit Cost** | **Total Cost** |
| 260,000 | Scan | Scan 130 boxes of invoices average box has 2000 images | .059 | 15,340.00 |
| 130 | Prep | Prepare 130 boxes of invoices | 32.00 | 4,160.00 |
| 130 | Additional hours | Additional time to index outside the original SOW | 19.67 | 2,557.10 |
| 300,000 | microfilm | Convert images to Microfilm<br>Not to exceed $30,000 | .022 | 6,600.00 |
| | | | TOTAL | 28,657.10 |

| | | *Journal entries and statements* | | |
|---|---|---|---|---|
| **Qty** | **Part No.** | **Description** | **Unit Cost** | **Total Cost** |
| 75,000 | Scan | Scan TBD boxes of invoices average box has 2000 images | .059 | 4,425.00 |
| 100 | Prep | Prepare TBD boxes of invoices | 32.00 | 3,200.00 |
| 100 | Additional hours | Additional time to index outside the original SOW | 19.67 | 1,967.00 |
| 100,000 | microfilm | Convert images to Microfilm<br>Not to exceed $15,000 | .022 | 2,200.00 |

- **All quantities are estimates, actual quantities may be more or less.**
- **Total NOT TO EXCEED $45,000.00**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: THE DRS GROUP OF FLORIDA, INC.

Contract No: 000978 Project No.: N/A

This Supplemental Agreement No. 2 entered into this 11th day of May, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), and THE DRS GROUP OF FLORIDA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 28, 2013, for services pertaining to records conversion services, (the "Contract").

1. The Authority has determined it necessary to adjust the Contract quantities and add a line item for an hourly rate to assist in the backlog of inventory to be processed for conversion. There will be no increase in the Contract amount or the Contract term.

2. The Consultant hereby agrees to the adjustment in the Contract quantities and the addition of an hourly rate line item for inventory processing as shown on the attached "Exhibit "A" with no increase in the Contract amount or Contract time.

3. The Authority and Consultant agree that this Supplemental Agreement No. 2 shall not alter or change in any manner the force and effect of the Contract including any previous supplementals thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 2; that acceptance of this Supplemental Agreement No. 2 signifies the Consultant's complete and total claim for the terms and conditions of the same and that the Consultant waives all future right for additional compensation which is not already defined herein.

This Supplemental Agreement is necessary to adjust the Contract quantities and add a line item for an hourly rate to assist in the backlog of inventory to be processed for conversion.

SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Records Conversion Services

Contract No.: 000978 Project No.: N/A

Amount of Changes to this document: $0.00

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

**"Authority":**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

By: _____
Director of Procurement

Date: 5/14/15

**"Consultant":**

**THE DRS GROUP OF FLORIDA, INC.**

By: _____
Authorized Signature

Print Name: John Ciuzio

Title: EVP

Attest: Rosalie Gray
Notary

Date: 5/13/2015

Did produce Florida Drivers License as Identification.

Rosalie D. Gray
State of Florida
My Commission Expires 10/09/2018
Commission No. FF 167368

RECEIVED
CONTRACTS DEPT
5/15/15
SIGNATURE / DATE

# CONSENT AGENDA ITEM

# #26

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement

DATE: April 26, 2016

SUBJECT: Approval for Supplemental Agreement No. 4
TransCore, L.P.
Toll System Upgrade
Contract No. 001021

---

Board approval is requested to enter into Supplemental Agreement No. 4 with TransCore, L.P., in the amount of $1,102,791.68, for the referenced contract to provide toll equipment maintenance services for the Osceola County Expressway Authority's (OCX) Poinciana Parkway. In order to save time and money OCX has requested toll operations maintenance support for the tolling equipment, through an existing CFX contract. OCX has agreed to reimburse CFX for these maintenance fees.

| | |
|---|---|
| Original Contract Amount | $85,000,000.00 |
| Supplemental No. 1 | $ (693,692.16) |
| Supplemental No. 2 | $ (75,000.00) |
| Supplemental No. 3 | $ 0.00 |
| Supplemental No. 4 | $ 1,102,791.68* |
| Total revised Contract Amount | $85,334,099.52 |

*These cost will be pass through to OCX.

Reviewed by: _____
Joann Chizlett
Director of Special Projects

OSCEOLA COUNTY EXPRESSWAY AUTHORITY

February 23, 2016

Ms. Laura Kelley
Executive Director
4974 ORL Tower Road
Orlando, Florida 32807

Reference: Poinciana Parkway
Osceola County Expressway Authority
Request for Operations and Maintenance Contract

**Atlee Mercer**
Chairman

**Bob Healy**
Secretary

**William Folsom**
Vice-Chairman

**Thomas White**
Board Member

**Arturo Otero**
Board Member

**Noranne Downs**
FDOT District 5

**Jeffrey Jones**
Acting Executive Director

Dear Ms. Kelley:

The Osceola County Expressway Authority (OCX) sincerely appreciates working with the Central Florida Expressway Authority (CFX) in moving the Poinciana Parkway project forward. There is an excellent working relationship with our consultants and the CFX staff on the toll collection system and marketing of E-Pass.

To further assist OCX as we approach the opening of the initial segment of Poinciana Parkway, we are requesting that CFX continue partnering with OCX to provide the maintenance of the toll equipment by TransCore and the maintenance of the toll plaza buildings by your facilities maintenance contractor. We understand that CFX has an existing toll equipment maintenance contract with TransCore and OCX is requesting to be added to that contract for the Poinciana Parkway equipment maintenance. On the facilities contract, we understand it is in the procurement process and we are requesting the procurement include the two additional toll plaza sites on Poinciana Parkway. OCX would reimburse CFX for the costs associated with these two maintenance contracts. We believe that by working with CFX on these maintenance contracts, there will be significant savings.

We look forward to continuing to work with you to make Poinciana Parkway a success.

Sincerely,
Osceola County Expressway Authority

Atlee Mercer
Chairman

xc: Jeff Jones, Frank Raymond, Jan Everett, Wayne Rich, Jo Thacker

OCX

1 Courthouse Square
Suite 1100
Kissimmee, FL 34741
PH: (407) 742-0293
Fax: (407) 742-0206
www.osceolaxway.org

TRANSCORE.

2416 Lake Orange Drive, Suite 100
Orlando, FL 32837
407.362.1201 tel

March 28, 2016

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: Corey Quinn - Chief of Technology & Operations

Re: Supplemental Agreement to Toll System Upgrade Contract #001021 - Poinciana Parkway Toll System Maintenance

Dear Mr. Quinn:

TransCore is pleased to submit the following supplemental agreement to provide maintenance services on the Poinciana Parkway to the Osceola County Expressway Authority (OCX). Our proposal includes maintenance of four single-lane toll zones, a Plaza Subsystem, the Local-Area Network, and 24/7 system monitoring via TransCore's regional Maintenance Monitoring Center (MMC).

**Scope:** The work proposed is the full maintenance of the Toll System installed at the Marigold and KOA tolling facilities. This includes preventive, corrective and emergency maintenance of the System as more fully described in Section 14 of Exhibit 1.7 of the CFX Toll System Upgrade Project, contract 001021.

**Assumptions:** The following assumptions, when applicable, were used in determining this price and schedule proposal:

- General contract terms and conditions are to be consistent with the current Toll System Upgrade Project with the Central Florida Expressway Authority
- Maintenance starts at when System Acceptance is achieved or each tolling zone is opened to traffic, whichever occurs first
- Performance requirements of the OCX toll system are the same as for the toll system the Toll System Upgrade Project contract with the CFX
- A payment and/or performance bond is not required
- Spare parts are not included, and will be invoiced separately

**Pricing:** See Attachment A - OCX Monthly Maintenance Price which is in accordance with the TSUP contract.

**Schedule duration:** This proposal contemplates these maintenance services being provided concurrently with the CFX maintenance contract.

We thank you in advance for your consideration of our proposal and look forward to discussing our capabilities in further detail soon.

Sincerely,

Jim Wilson
Senior Vice President, TransCore

cc: Jan Everett, AECOM
Anna Gennaro, TransCore
Dave Wynne, CFX
Joann Chizlett, CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
**TOLL SYSTEM UPGRADE**
**CONTRACT NO. 001021**
**SUPPLEMENTAL AGREEMENT NO. 4**

This Supplemental Agreement No. 4 ("Supplemental Agreement") is entered into this 12th day of May, 2016, by and between the Central Florida Expressway Authority ("CFX") and TransCore, L.P. ("Contractor").

WITNESSETH:

WHEREAS, CFX and the Contractor on May 14, 2015, entered into an agreement ("the Contract") whereby CFX retained the Contractor to provide toll system upgrade services; and

WHEREAS, CFX has determined it necessary and desirable to expand the Contract Statement of Work to include full maintenance of the toll system installed at the Marigold and KOA tolling facilities on the Poinciana Parkway when so directed by CFX.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree to the expansion of the Contract Statement of Work to include full maintenance of the toll system installed at the Marigold and KOA tolling facilities on the Poinciana Parkway when so directed by CFX, with no increase in the Contract time. Increase(s) in the Contract Amount will be based on costs and fees as outlined in Exhibit "A" in a not to exceed amount of $1,102,791.68.

All other provisions of the Contract 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 any supplements made previously thereto, the provisions of this Supplemental Agreement shall take precedence.

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed, in triplicate, on the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Director of Procurement

TRANSCORE, L.P.

By:_____

Print Name:_____

Attest:_____ Title:_____

Title:_____

Approved as to form and execution, only.

_____
General Counsel for CFX

## OCX MAINTENANCE PRICE - ATTACHMENT A

| | | Marigold | | | | Marigold and KOA | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Interim | | | | Alignment with TSUP Interim Maintenance | | | | | | | |
| | | | Interim | | | | Year #1 | | | Year #2 | | | |
| Pay Item # | Description | Qty | Each | | Extended | Qty | Each | | Extended | Each | | Extended | |
| | Maintenance Monitoring Center (MMC) | 1 | $ 5,118.94 | $ | 5,118.94 | 1 | $ 5,118.94 | $ | 5,118.94 | $ 5,298.10 | $ | 5,298.10 | |
| 639 | 1-lane ORT zone | 2 | $ 1,168.14 | $ | 2,336.28 | 4 | $ 1,168.14 | $ | 4,672.56 | $ 1,203.19 | $ | 4,812.76 | |
| 621 | Plaza Subsystem Maintenance - Mainline Plaza | 1 | $ 1,080.64 | $ | 1,080.64 | 1 | $ 1,080.64 | $ | 1,080.64 | $ 1,113.06 | $ | 1,113.06 | |
| 623 | LAN & Network Control Maintenance - Plaza | 2 | $ 190.99 | $ | 381.98 | 4 | $ 190.99 | $ | 763.96 | $ 196.72 | $ | 786.88 | |
| | | | Monthly | $ | 8,917.84 | | Monthly | $ | 11,636.10 | | $ | 12,010.80 | |

| | | TSUP Maintenance | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Year #1 | | | Year #2 | | | Year #3 | | | Year #4 | | | Year #5 | |
| Pay Item # | Description | Each | Extended | | Each | Extended | | Each | Extended | | Each | Extended | | Each | Extended |
| | Maintenance Monitoring Center (MMC) | $ 5,483.53 | $ 5,483.53 | $ | 5,675.46 | $ 5,675.46 | $ | 5,874.10 | $ 5,874.10 | $ | 6,050.32 | $ 6,050.32 | $ | 6,231.83 | $ 6,231.83 |
| 639 | 1-lane ORT zone | $ 1,239.28 | $ 4,957.12 | $ | 1,276.46 | $ 5,105.83 | $ | 1,314.75 | $ 5,259.01 | $ | 1,354.19 | $ 5,416.78 | $ | 1,394.82 | $ 5,579.28 |
| 621 | Plaza Subsystem Maintenance - Mainline Plaza | $ 1,146.46 | $ 1,146.46 | $ | 1,180.85 | $ 1,180.85 | $ | 1,216.28 | $ 1,216.28 | $ | 1,252.77 | $ 1,252.77 | $ | 1,290.35 | $ 1,290.35 |
| 623 | LAN & Network Control Maintenance - Plaza | $ 202.62 | $ 810.49 | $ | 208.70 | $ 834.80 | $ | 214.96 | $ 859.84 | $ | 221.41 | $ 885.64 | $ | 228.05 | $ 912.21 |
| | | | $ 12,397.59 | | | $ 12,796.94 | | | $ 13,209.23 | | | $ 13,605.51 | | | $ 14,013.67 |

| Summary Period | Duration (months) | Total cost |
|---|---|---|
| Interim period: | 3 | $ 26,753.57 |
| Alignment with TSUP Interim Maintenance: | 24 | $ 283,762.78 |
| Maintenance: | 60 | $ 792,275.39 |
| Grand Total: | | $ 1,102,791.68 |

**CONTRACT**

This Contract (the "Contract" as defined herein below), is made this 14th day of May, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the CFX and TransCore, LP, hereinafter the CONTRACTOR:

**WITNESSETH:**

**WHEREAS,** the CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Orlando-Orange County Expressway System; and,

**WHEREAS,** the CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and,

**WHEREAS,** the CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to design, furnish, install and maintain toll collection system replacement equipment and related tasks as may from time to time be assigned to the CONTRACTOR by the CFX; and,

**WHEREAS,** on or about September 29, 2014, the CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

**WHEREAS,** CONTRACTOR was the sole qualified firm that responded to the Request for Proposals and was ultimately selected; and,

**NOW THEREFORE,** in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

## 1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of the CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include designing, furnishing, installing and maintaining toll collection system replacement equipment as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

The CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services

on a non-exclusive basis. The CFX, at its option, may elect to have any of the services set forth herein performed by other contractors or CFX staff.

The Contract Documents, in order of precedence, consist of:

1.1 The Contract
1.2 Negotiated Areas v12 dated 4/21/2015
1.3 TransCore modifications and clarifications
1.4 Revised CDRL Appendix K dated 2/24/2015
1.5 Agreed changes to Milestone Payments
1.6 The Addenda (RFP001021 Addendum 1, 2, & 3) modifying the Contract Documents,
1.7 The Statement of Work,
1.8 The System Requirements,
1.9 The Method of Compensation,
1.10 TransCore Project Management Matrix
1.11 TransCore Maintenance Personnel Matrix
1.12 TransCore Revised Project Schedule
1.13 The Technical Proposal submitted by CONTRACTOR
1.14 The Price Proposal submitted by CONTRACTOR,
1.15 TransCore "Allegro Toll Transponder Replacement Proposal"
1.16 Bonds, and
1.17 Insurance policies

(collectively, the "Contract").

## 2. TERM AND NOTICE

The term of the Contract will be from the date established in the Notice to Proceed from the CFX as shown in the table below:

**Table III.00.02 – Project Milestones**

| Project Phase | Mile-stone No. | Milestone | Time Frame |
|---|---|---|---|
| Phase I System Design Development | 1 | Completion of Mobilization | 8/27/2015 |
| | 2 | Satisfactory Completion of Preliminary Design Review (PDR) | 9/7/2015 |
| | 3 | Satisfactory Completion of Detail Design Review (DDR) | 10/21/2015 |

| Table III.00.02 – Project Milestones | | | |
|---|---|---|---|
| Project Phase | Mile-stone No. | Milestone | Time Frame |
| Phase II System Integration & Testing | 4 | Satisfactory Completion of Factory Acceptance Test (FAT) | 2/22/2016 |
| Phase III System Implementation, Installation, Commissioning & Testing | 5 | Satisfactory Completion of Implementation of Toll Host Environment Subsystems& Message Converter Interface w/Legacy | 3/7/2016 |
| | 6 | Satisfactory Completion of Toll Host Environment Interoperability & External Interface Testing | 6/7/2016 |
| | 7 | Satisfactory Completion of System Initial End-to-End Testing (SIETET) | 11/28/2016 |
| | 8 | Satisfactory Completion of Plaza Acceptance Testing (PAT) at Last Plaza Group | 12/3/2019 |
| Phase IV Final System Acceptance | 9 | Satisfactory Completion of Final System Acceptance Testing (SAT) | 6/27/2019 |
| Phase V Warranty Period | ---- | ---------- | 11/28/2016 THRU 12/19/2019<br>H/W: Host Environment: Date of Host Environment Commissioning for 3 years.<br>Plaza Group: Date of 1st Plaza Group Commissioning for 1 year.<br>S/W: Date of 1st Plaza Group Commissioning thru end of Contract Term. |
| Phase VI System Maintenance Period | 10 | End of Initial System Maintenance Period | 6/27/2019<br>H/W: Date of Final System Acceptance.<br>S/W: Date of Final System Acceptance. |
| | 11 | End of Operational System Maintenance Period | 5 years after Date of Final System Acceptance. |

## EXTENDED SYSTEM MAINTENANCE

At CFX's sole option, CONTRACTOR shall provide extended system maintenance for ten (10) additional one-year periods, or portions thereof, with a price that shall not increase more than the prior year's average annual increase as reported in the Consumer Price Index (CPI) for All Urban Consumers (not seasonally adjusted, south urban, all items) published by the Bureau of Labor Statistics or no more than 3% per year, whichever is lower. If the CPI is negative, then the price shall not decrease, but remain the same as the prior year.

The CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 120 days notice for convenience or 60 days with cure notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the CFX (with or without cause) constitute a default by the CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the CFX, the CFX will give notice in writing to the CONTRACTOR and CONTRACTOR's surety of such delay, neglect or default. If the Contract is declared in default, the CFX may require the CONTRACTOR's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, the CFX may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, as the CFX determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR and the surety shall be jointly and severally liable and shall pay the CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be

reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to cancel and terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of the CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to terminate or cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

## 3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Contract term is $85,000,000.00.

3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation, Contract Exhibit 1.9 as amended by Contract Exhibit 1.5.

## 4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR's performance of the Contract determined necessary or desirable by the CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to the CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR or any subcontractor. The CONTRACTOR or any subcontractor submits to and agree to comply with the provisions of this section.

If the CFX requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for the CFX during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for the CFX until reinstated by the CFX.

Final Audit for Project Closeout: The CONTRACTOR shall permit the CFX, at the CFX's option, to perform or have performed an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by the CFX because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR agrees that such amounts are due to the CFX upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by the CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

## 5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

The CFX encourages participation of local minority and women business enterprises on contracts considered for an award. The CONTRACTOR has committed to a two point seven (2.7%) M/WBE participation objective for this project.

The CONTRACTOR shall ensure that M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the CONTRACTOR shall take all necessary and reasonable steps to accomplish that result.

The CONTRACTOR shall submit a draft M/WBE Participation Plan to the CFX for review within 15 days after the Notice to Proceed for the project. The CONTRACTOR's M/WBE plan shall meet the CONTRACTOR's objective approved by the CFX.

At any time, the CFX's Executive Director may grant a partial or complete waiver of the M/WBE objectives for the project due to consideration of property, public safety, and health, including financial impact to the CFX.

5.1 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:

(1) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:

(a)"Black Americans", which includes persons having origins in any of the black racial groups of Africa;

(b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;

(c) "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;

(d) "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(e) "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh; and

(f) "Women".

(2) "Joint Venture" means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.

(3) "Certified" means a finding by Orange County, Florida, or the City of Orlando, Florida that the business is a bona fide Minority or Women owned and operated business.

(4) "Women Business Enterprise" comprises all women. All minority women business owners will be classified as a Women Business Enterprise.

5.2 Specific Requirements: The CONTRACTOR shall, among other things, implement techniques to facilitate continuing M/WBE participation in contracting activities including, but not limited to:

(1) Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;

(2) Providing assistance to M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;

(3) Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;

(4) Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible M/WBE contractors to apply for certification.

(5) Meeting with appropriate officials of the CFX, including its Business Development Program Office, to assist with the CONTRACTOR's efforts to locate M/WBEs and assist with developing joint ventures, partnering, and mentorship.

5.3 The CFX will count M/WBE participation toward meeting M/WBE objectives as follows:

(1) The total dollar value of the contract to be awarded to the certified M/WBE may be counted toward the applicable M/WBE objective.

(2) A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the M/WBE partner in the joint venture may be counted toward the M/WBE objective.

(3) Only expenditures to M/WBEs that perform a commercially useful function may be counted toward the M/WBE objective. An M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether an M/WBE is performing a commercially useful function, the CFX will evaluate all relevant factors such as the amount of work subcontracted and industry practices.

(4) Consistent with normal industry practices, an M/WBE may enter into subcontracts. If an M/WBE subcontracts 50 percent or more of the work

assigned to it, the M/WBE shall be presumed not to be performing a commercially useful function.

(5) Expenditures for materials and supplies obtained from M/WBE suppliers and manufacturers may be counted toward the M/WBE objective, provided that the M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the M/WBE objective is as follows:

(a) All expenditures to an M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the M/WBE objective.

(b) CONTRACTOR may count toward its M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from an M/WBE regular dealer, and 100 percent of such expenditures to an M/WBE manufacturer.

A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the CONTRACTOR.

A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packages shall not be regarded as manufacturers or regular dealers within the meaning of this article.

(c) CONTRACTOR may count toward M/WBE objectives the following expenditures to M/WBE firms that are not manufacturers or regular dealers:

1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials of supplies required for performance of the Contract, provided that the fee or commission

is determined by the recipient to be reasonable and not excessive as compared with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

5.4 Records and Reports: The CONTRACTOR shall develop a record keeping system to monitor its M/WBE participation and shall maintain the following records:

(1) the procedures adopted to comply with these special provisions;

(2) the number of subordinated contracts on CFX projects awarded to M/WBEs;

(3) the dollar value of the contracts awarded to M/WBEs;

(4) the percentage of the dollar value of all subordinate contracts awarded to M/WBEs as a percentage of the total contract amount;

(5) a description of the general categories of contracts awarded to M/WBEs;

(6) the specific efforts employed to identify and award contracts to M/WBEs;

(7) maintenance of records of payments and monthly reports to the CFX;

(8) Subcontract Agreement between CONTRACTOR and M/WBE subcontractors; and

(9) any other records required by the CFX's Project Manager or Executive Director.

The records maintained by the CONTRACTOR in accordance with this article shall be provided to the CFX for review within 48 hours of the CFX's request. The CONTRACTOR shall submit a

properly executed M/WBE Payment Certification (Form No. 275-020-001-A) monthly during the life of the M/WBE subcontract whether payment is made or not.

CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the Contract Date hereof and throughout the Term, regarding use of small business MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices, and shall be in a form reasonably acceptable to CFX.

## 6. CONTRACTOR INSURANCE AND PERFORMANCE PAYMENT BOND

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All bonds and insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by the CFX. All surety bonds shall be in a form and issued by a surety company approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide the CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

6.1 **Commercial General Liability** Insurance having a minimum coverage of Five Million Dollars ($5,000,000.00) per occurrence of bodily injury or property damage and a minimum of Ten Million Dollars ($10,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for tort liability for bodily injury and property damages assumed by CONTRACTOR under this Contract.

6.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of Five Million Dollars ($5,000,000.00) for each accident;

6.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

6.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

6.5 **Performance and Payment Bond equal to the amount of the Contract;**

6.6 **Employees Fidelity Bond covering each employee for a minimum of $100,000.00 per employee, covering each employee of CONTRACTOR employed on this Contract. Commercial Crime insurance with limits no less than $5,000,000 is acceptable in lieu of an Employees Fidelity Bond.**

Such insurance policies shall be without co-insurance, and shall (a) include the CFX, and such other applicable parties the CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to the CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by the CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, the CFX may obtain such polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments.

## 7. CONTRACTOR RESPONSIBILITY

7.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

(i) all employees of CONTRACTOR and its subcontractors and other persons who would reasonably be expected to be affected by the performance of the Services;

(ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the plazas or other areas upon which services are performed;

(iii) members of the public who may be traveling through the plazas and their vehicles.

7.2 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with the applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

(i) those relating to the safety of persons and property and their protection from damage, injury or loss, and

(ii) all workplace laws, regulations, and posting requirements, and

(iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX's Drug-Free Workplace Policy; and

(iv) compliance with the public records laws of Chapter 119, Florida Statutes.

7.3 CONTRACTOR shall be responsible for actual damage and loss that may occur with respect to any and all property located on or about any structures in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the negligent acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

7.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public. CONTRACTOR shall immediately notify CFX of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

7.5 CONTRACTOR shall not make any requirement of any employee, or enter into a non-competition agreement with any employee, whether oral or written, of any kind or nature, that would prohibit CONTRACTOR's employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR.

## 8. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of the CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Principal-In-Charge; Project Manager; Deputy Project Manager, System Design; Deputy Project Manager, System Installation; Manager, Quality Assurance/Quality Control; Manager, Application Development; Database Administrator; Toll Installation and Maintenance Liaison Leader(s); Manager, Training (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Statement of Work, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by the CFX. When the CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall hire and maintain Key Personnel as employees throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to CFX and the CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to the CFX, such action shall constitute an event of default by CONTRACTOR hereunder. CONTRACTOR may cure such event of default only by replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of CFX, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee whom CFX considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of the CFX.

## 9. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless CFX and all of its respective officers, CONTRACTOR's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

9.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

9.2 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

9.3 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

9.4 CONTRACTOR's violation of the confidentiality and security requirements associated with the CFX Property and CFX Intellectual Property (as defined herein below),

9.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

9.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

9.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

## 10. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. Thereafter, CONTRACTOR shall follow CFX's instructions with regard to such request. To the extent that such request seeks non-exempt public records, the CFX shall direct CONTRACTOR to provide such records for inspection and copying incompliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by CFX.

## 11. INFORMATION RELEASES

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation CFX Property and CFX Intellectual Property, without first notifying CFX and securing its consent in writing.

CONTRACTOR shall protect and shall make no release of any information, data, customer information, system metrics, to anyone outside of the Contract, unless otherwise explicitly authorized by CFX. The CONTRACTOR shall secure all network interfaces and take prudent measures to protect CFX data and information within the CONTRACTOR'S organization from both internal and external potential threats of data theft and misuse.

## 12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in

preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property").

CFX's ownership rights apply to all data gathered, processed, stored or otherwise used by the System. CFX shall have unrestricted, free access to all such System data at all times. CFX's rights to all data shall be at no additional cost. The CONTRACTOR shall in a timely manner support all data requests made by CFX.

CFX's ownership of the CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is the CFX's registered trademark name for the CFX's electronic toll collection system, and comprises a portion of the CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use the CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in the CFX's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of the CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

12.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**

12.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**

12.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with the CFX's use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; **AND**

12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain the CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use the CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in the CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of the CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there are no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

12.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; **or**

12.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; **and**

12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

## 13. CUSTOM SOFTWARE OWNERSHIP AND LICENSING

All custom software provided under this agreement, as the term "custom software" is defined in Volume VI, Appendix "A", including documentation, executable code and source code, will be owned by CFX or licensed to CFX as stated below.

13.1 Custom Software Ownership

The CONTRACTOR shall provide to CFX a license for all custom software and any related software including any product upgrades for the life of the system. The CONTRACTOR or its subcontractor(s) shall grant CFX a non-exclusive, no cost, royalty free, perpetual license for unlimited CFX use of the custom software and documentation including executable code and source code. Such license shall extend to any CFX owned or operated facility. All such software will remain the property of the CONTRACTOR or its subcontractor(s) and all title and rights will remain with the CONTRACTOR or its subcontractor(s) subject to CFX's license. Said license of the CONTRACTOR or its subcontractor(s) shall grant CFX or any third party under contract with CFX the right to modify or change any software (source and executable code) in performance of maintenance and enhancement functions. Any modification of the source code by CFX, its agents, or third party contractors shall nullify and invalidate CONTRACTOR's software warranty for that particular piece of software.

If CFX decides to release licensed custom software during the term of this Contract to any firm specializing in software integration for toll collection systems, it shall provide the CONTRACTOR with sufficient notification to allow the CONTRACTOR to facilitate the execution of a non-disclosure agreement between the owner and the receiving party. CFX shall not release the software and/or source code until the non-disclosure agreement is fully executed. The owner of the software shall act within a reasonable time and fashion to execute the non-disclosure agreement with the receiving party, but in no event shall the owner execution exceed 30 calendar days from owner receipt of non-disclosure agreement signed by the recipient; otherwise the owner waives its right to such non-disclosure agreement. The CONTRACTOR shall include such provision in all CONTRACTOR software subcontracts where CFX will be licensed custom software. The CONTRACTOR and CFX will utilize mutually agreed upon non-disclosure forms. Such non-disclosure agreement shall not be required beyond the term of this Contract.

## 14. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONTRACTOR shall, unless otherwise specified, procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

## 15. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the CFX in accordance with the CFX's Ethics Policy. CONTRACTOR acknowledges that it has read the Ethics Policy and, to the extent applicable, CONTRACTOR will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as

it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

## 16. NONDISCRIMINATION

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

## 17. NOTIFICATION of CONVICTION of CRIMES

CONTRACTOR shall notify the CFX if any of CONTRACTOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

## 18. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the Services based upon, among other considerations, characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of the CFX, which may be withheld in the CFX's sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract. Notwithstanding the foregoing:

18.1 CONTRACTOR may assign its rights to receive payment under this Agreement with CFX's prior written consent, which consent shall not be unreasonably withheld. CFX may assign all or any portion of its rights under this Agreement without consent of or advance notice to CONTRACTOR; and

18.2 Subject to the right of CFX to review and approve or disapprove subcontracts, and subject to the compliance by CONTRACTOR with the provisions of this Contract with regard to Key Personnel, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

(i) shall name CFX as a third party beneficiary and provide that the subcontract is assignable to the CFX (or its successor in interest under the terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from the CFX. Upon such event, the CFX shall be deemed to assume all rights and obligations of the CONTRACTOR under the subcontract, but only to the extent such rights and obligations accrue from and after the date of the assignment. Without limitation, all warranties and representations of subcontractor shall inure to the benefit of CFX, and

(ii) shall require the subcontractor to comply with all laws and the SOP Manual, as all may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to the CFX in its sole discretion, and shall provide CFX with certificates of insurance upon request. The CFX shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to the CFX upon request, and

(iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of CFX, and

(iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing the CFX with equal or greater protections than herein.

If, during the Term of the Contract, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to the CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars ($25,000.00), the CONTRACTOR shall first submit a request to the CFX's Director of Procurement requesting approval 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 CONTRACTOR until it has been approved by the CFX Board. In the event of a designated emergency, the CONTRACTOR 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 CFX Board at its next regularly scheduled meeting.

## 19. DAMAGES

CFX and the CONTRACTOR recognize that time is an essential element of the Contract, and that such conditions including without limitation: delay in completing the work on time; failure of the System to perform with the required functionality or at required service levels; and/or failure to provide the required level of service for Contract activities such as System Maintenance; will result in damages due to public inconvenience, obstruction to traffic, interference with business, loss of revenues, and increasing of inspection and administrative costs to CFX.

### 19.1 Liquidated Damages

It is therefore agreed that in view of the difficulty of making a precise determination of actual damages, a sum of money in the amount stipulated in Appendix E of Volume VI, will be charged against the CONTRACTOR for failure to perform within the time required, not as penalty, but as liquidated damages.

### 19.2 Assessment and Collection of Damages

(i) The Contractor's delay in completing the work in accordance with the baseline schedule and subsequent revisions shall result in a damage to CFX. These damages

will be assessed as Liquidated Damages as indicated herein. The assessment for each applicable milestone, phase or plaza group implementation shall be one thousand dollars ($1,000.00) per calendar day for each day of delay beyond the scheduled date of completion. Assessment of and collection of payment for such Liquidated Damages will occur upon completion of work the milestone, phase, or plaza group for which the Liquidated Damages occur. Liquidated Damages shall apply to the following completion dates for milestones, phases and plaza groups as provided in the baseline schedule:

a. Failure to meet the schedule date for Milestone 7 – Completion of the System Initial End-to-End Test (SIETET).

b. Failure to meet the scheduled dates for completion of the Plaza Acceptance Test by individual Plaza group (subset of Milestone 8)

(ii) Assessment and collection of liquidated damages for failure to meet service level requirements shall occur at the completion of each invoice period (generally monthly).

(iii) Assessment and collection of actual damages such as for loss of revenues, etc. shall occur at the completion of each invoice period (generally monthly).

(iv) CFX shall have the right to apply as payment on such liquidated or actual damages any money that is due to the CONTRACTOR by CFX.

(v) CFX does not waive its right to liquidated or actual damages due under the Contract by allowing the CONTRACTOR to continue and to finish the work, or any part of it, after the expiration of the contract time for a phase including granted time extensions. CFX considers a phase complete when the CONTRACTOR has completed all work and CFX has accepted the work.

(vi) CFX reserves the right to delay assessment of liquidated and/or actual damages or waive damages in whole or in part at any time if CFX determines such waiver is in its best interest. Any such waiver is at CFX's sole discretion.

(vii) CFX reserves the right to assess and collect actual damages as a result of poor workmanship or failure of the CONTRACTOR to follow manufacturer's instructions relating to any supplied installed product. This provision includes but is not limited to the Point of Sale (POS) equipment in the event of a compromise that results in damages and fines to CFX which is attributable to the device not being installed, operated or maintained in accordance with the manufacturer's instructions.

19.3 Schedule of Liquidated Damages – The amounts and descriptions of various warrants for Liquidated Damages are provided throughout the Contract documents, particularly in Volume III, Statement of Work; Volume IV, System Requirements; and in Volume VI, Appendix E, Performance Measures and Service Levels.

19.4 Not used

19.5 Permitting CONTRACTOR to Finish Work – Permitting the CONTRACTOR to continue and to finish the work, or any part of it, after the expiration of the contract time allowed for a phase, including extensions of time granted to the CONTRACTOR, shall in no way act as a waiver on the part of CFX of the damages due under the Contract.

19.6 Completion of Work by CFX – In case of default of the Contract and the completion of the work by CFX, the CONTRACTOR and the CONTRACTOR's Surety shall be liable for the damages under the contract, but no shall be chargeable for any delay in the final completion of the work by CFX due to any unreasonable action or delay on the part of CFX.

19.7 Reduction in Payment for Liquidated or Actual Damages – Liquidated or actual damages for days of delay will be charged against the payment(s) due the CONTRACTOR for a Phase before the balance thereof is released and paid to the CONTRACTOR. In the event the balance due the CONTRACTOR for a Phase is insufficient to offset the liquidated damages due CFX, CFX shall have the right of offset against other payments due the CONTRACTOR under other phases of work. When neither offset provision remedies the damages amount due CFX, damages are due CFX upon demand.

19.8 Contract Cap on Liquidated Damages related to Appendix E of Volume VI, – An overall Contract cap to Liquidated Damages will apply for the duration of this Contract related to the requirements stipulated in Appendix E of Volume VI. After the first month of operations, Liquidated Damages, if any, are capped at a maximum of fifteen percent (15%) of the monthly Contract's invoice. After the second month of operations, Liquidated Damages, if any, are capped at a maximum of thirty percent (30%) of the monthly Contract's invoice. After the third month of operations, Liquidated Damages, if any, are capped at a maximum of forty-five percent (45%) of the monthly Contract's invoice. After the fourth month of operations, Liquidated Damages, if any, are capped at a maximum of sixty percent (60%) of the monthly Contract's invoice. After the fifth month of operations, Liquidated Damages, if any, are capped at a maximum of seventy-five percent (75%) of the monthly Contractor's invoice. After the sixth month of operations and thereafter, Liquidated Damages, if any, are capped at a maximum of ninety percent (90%) of the monthly Contractor's invoice.

19.9 Contract Cap on Actual Damages – The Contract cap to Actual Damages is divided into two phases as follows:

(i) Prior to Final System Acceptance

1) Cap for toll revenue losses is capped at the amount of the lost toll revenue due to any issue that results in a loss of revenues. (Note: for current toll revenue and traffic information, refer to CFX's monthly statistical report which can be found on CFX's website:

https://www.cfxway.com/CorporateInformation/FinancialReportsampStatistics/StatisticalReports.aspx)

2) Cap for non-toll revenue losses is capped at five million dollars ($5,000,000.00).

(ii) After Final System Acceptance

The cap is ten million dollars ($10,000,000.00).

19.10 At its sole discretion, CFX may waive Liquidated Damages and assess the Contractor Actual Damages to recover revenue loss due to system malfunctioning and the costs associated with researching such system malfunctioning, which may include but not limited to labor costs, consultant costs, and any other miscellaneous costs.

## 20. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of the CFX's Executive Director (or his/her delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and the CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

## 21. REMEDIES

In addition to any remedies otherwise available to the CFX under law, upon an uncured default the CFX shall have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of the CFX are required for Contract completion. All costs and charges incurred by the CFX because of or related to the CONTRACTOR's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to the CFX for the difference. On a Contract terminated for default, in no event shall the CFX have any liability to the CONTRACTOR for expenses or profits related to unfinished work, or for CFX's use of any CONTRACTOR materials or equipment on the work sites, including without limitation the CONTRACTOR Property and CONTRACTOR Intellectual Property.

## 22. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or CONTRACTOR's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONTRACTOR to be the prevailing party, CONTRACTOR must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with CFX, failing which CFX will be deemed the prevailing party for purposes of this Contract.

For purposes of determining whether the judgment of award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to CONTRACTOR for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to CFX (exclusive of interest, costs or expenses) on claims asserted by CFX against CONTRACTOR in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of CONTRACTOR litigation (exclusive of interest, cost or expense), which for purposes of enforcing this section only shall be admissible into evidence.

The term "contested claim" or "claims" shall include "Claims" as defined in Section 9, as well as the initial written claim (s) submitted to CFX by CONTRACTOR (disputed by CFX) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which CFX agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR's claim(s).

Attorneys' fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to CFX through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether the original or subsequent claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

"Attorneys' fees" shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys' CONTRACTOR's, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceedings arising out of this Contract.

"Costs" shall include but not be limited to any filing fees, application fees, expert witnesses' fees, court reporters' fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this Contract.

As a condition precedent to filing a claim with any legal or administrative tribunal, CONTRACTOR shall have first submitted its claim (together with supporting documentation) to CFX, and CFX shall have had sixty (60) days thereafter within which to respond thereto.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, CFX and CONTRACTOR agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys' fees and costs.

## 23. OTHER SEVERABILITY

If any section of this Contract, other than the immediately preceding Prevailing Party Attorneys' Fees section, be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

## 24. GOVERNING LAW

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

## 25. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between AUTHORTIY and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of the CFX.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

## 26. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

## 27. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where the CFX 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 CFX, whichever is later.

## 28. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

28.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

28.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

28.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

28.4 Obligations upon expiration or termination of the Contract, as set forth in Section 27; and

28.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

## 29. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

29.1 Immediately upon expiration or termination of this Contract: CONTRACTOR shall submit to CFX a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

29.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the CFX's Board of Directors at its meeting on May 14, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: Claude Miller

TRANSCORE LP.

By: _____

Print Name: Tracy Marks

Title: President

ATTEST: _____ (Seal)

TransCore, LP
MARCH 3, 1994
DELAWARE

Approved as to form and execution, only.

_____
General Counsel for the CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
**TOLL SYSTEM UPGRADE**
**CONTRACT NO. 001021**
**SUPPLEMENTAL AGREEMENT NO. 1**

This Supplemental Agreement No. 1 ("Supplemental Agreement") is entered into this 1st day of December, 2015, by and between the Central Florida Expressway Authority ("CFX") and TransCore, L.P. ("Contractor").

WITNESSETH:

WHEREAS, CFX and the Contractor on May 14, 2015, entered into an agreement ("the Contract") whereby CFX retained the Contractor to provide toll system upgrade services; and

WHEREAS, CFX has determined it necessary to delete from the Contract requirements the Patron Toll Displays, Island Traffic Lights, and Violator Beacons with audible alarms on the Traffic Control Pedestal for 262 lanes.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree to the deletion of the equipment in accordance with the attached Exhibit A, Scope of Services, with a total credit to the Contract of $693,692.16, as detailed in the attached Exhibit B, Details of Credit to the Contract. The remaining total compensation to the Contractor shall be $84,306,307.84 for all materials and services required under the Contract.

All other provisions of the Contract 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 any supplements made previously thereto, the provisions of this Supplemental Agreement shall take precedence.

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed, in triplicate, on the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

TRANSCORE, L.P.

By: _____

Print Name: Tracy Marks

Title: President

Attest: _____

Title: Contract Manager

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TOLL SYSTEM UPGRADE
CONTRACT NO. 001021
SUPPLEMENTAL AGREEMENT NO. 1

# EXHIBIT A
# SCOPE OF WORK

## I. General

CFX wishes to delete from the Contract requirements the Patron Toll Displays, Island Traffic Lights, and Violator Beacons with audible alarms on the Traffic Control Pedestal for 262 lanes. A detailed breakdown of credit for each item is included in Exhibit B.

## II. Conditions

The Contractor shall identify and bring to CFX's attention in writing any unique field conditions, different configurations, etc., not otherwise mentioned in this Supplemental Agreement that will affect the Contractor's work.

## III. Schedule Impact

The removal of the existing equipment is considered a constructive acceleration of the work and does not impact the critical path schedule; therefore, there is no change to the overall project schedule. The Contractor shall have no right to make any claim for constructive acceleration or include the same as an element of any claim the Contractor may otherwise submit under the Contract.

**END OF EXHIBIT A**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
**TOLL SYSTEM UPGRADE**
**CONTRACT NO. 001021**
**SUPPLEMENTAL AGREEMENT NO. 1**

**EXHIBIT B**
**DETAILS OF CREDIT TO THE CONTRACT**

Delete the Patron Toll Displays, Island Traffic Lights, and Violator Beacons with audible alarms on the Traffic Control Pedestal from the contract requirements for 262 lanes. This total includes 8 lanes in Osceola County identified as:

4 Manned/AVI lanes at Shingle Creek Mainline Plaza
2 Dedicated AVI lanes at Shingle Creek Mainline Plaza
1 Dedicated AVI lane at Poinciana Off Ramp
1 Dedicated AVI lane and Poinciana On Ramp

262 lanes x $2,647.68 credit per lane = $693,692.16 Total Credit to the Contract calculated as follows:

| Component | Unit Price | Total Credit |
|---|---|---|
| 2 Aspect (R/G) Signal @ | $493.72 each x 262 lanes = | $129,354.64 |
| Patron Toll Display @ | $1,719.49 each x 262 lanes = | $450,506.38 |
| Violation Beacon @ | $434.47 each x 262 lanes = | $113,841.14 |
| | $2,647.68 | $693,692.16 |

This total includes costs for labor, mounting brackets, and cable associated with each cable.

**END OF EXHIBIT B**

**SUPPLEMENTAL AGREEMENT NO. 2 TO**
**CONTRACT FOR TOLL SYSTEM UPGRADE**
**CONTRACT NO. 001021**

This Supplemental Agreement is made and entered as of the last date of execution below, by and between, TRANSCORE, LP, duly registered to do business in the State of Florida, having a place of business at 2100 Lake Orange Drive, Suite 100, Orlando, Florida 32837, and CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter "CFX."

**WITNESSETH:**

WHEREAS, Contract No. 001021 for a Toll System Upgrade, executed on or about May 14, 2015, requires TransCore to provide source code, corresponding configuration settings, documentation, compilers and other necessary materials required to create executable software from the source code, hereinafter collectively referred to as "Source Code;" to CFX, annually and at all significant events, including the first plaza acceptance test, Final System Acceptance, and routine updates and releases as indicated in Contract Exhibit 1.2, item number 13.

WHEREAS, the Contract provides that "CFX has the right to make copies, to use the code on its systems, and to alter or modify the source code, as upgraded, enhanced, modified, or configured, at its risk and option, which right survives the term of the Contract."

WHEREAS, one of TransCore's subcontractors, QFree America Inc., hereinafter "QFree," will not agree to provide CFX with the Source Code.

WHEREAS, the CFX's Board of Directors at its meeting on the 14th day of January 2016, agreed to enter into an Escrow Agreement; CFX Contract No. 001183, with QFree and NCC Group Escrow Associates, to provide protocol procedures for access to the source code in case of a release event.

WHEREAS, QFree has agreed in addition to the Escrow Agreement, to reduce the contractual cost to TransCore by $75,000.

WHEREAS, CFX has determined it necessary to obtain a credit from TransCore in the amount of $75,000.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree with a total credit to the Contract of $75,000.00, as detailed in the attached Exhibit A, Details of Credit to the Contract. The remaining total compensation to the Contractor shall be $84,231,307.84 for all materials and services required under the Contract.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Supplemental Agreement on behalf of the parties as of the last day of execution below.

TRANSCORE, LP

Date: 2/22/16

By: _____

Print Name: Jim Willson

Title: SVP

ATTEST: _____ (Seal)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Date: 2-26-16

By: _____
Director of Procurement

APPROVED AS TO FORM
AND EXECUTION ONLY

_____
CFX General Counsel

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
**TOLL SYSTEM UPGRADE**
**CONTRACT NO. 001021**
**SUPPLEMENTAL AGREEMENT NO. 2**

**EXHIBIT A**
**DETAILS OF CREDIT TO THE CONTRACT**

The $75,000 credit shall be applied towards the Factory Acceptance Test (FAT), line item 105 of Exhibit 1.15 of the contract.

| Line item | Nomenclature | | |
|---|---|---|---|
| 105 | Factory Acceptance Test (FAT) | Extended Price - | $199,307.56 |
| | | Credit - | -$75,000.00 |
| | | Total | $124,307.56 |

**END OF EXHIBIT A**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
**TOLL SYSTEM UPGRADE**
**CONTRACT NO. 001021**
**SUPPLEMENTAL AGREEMENT NO. 3**

19 JAN '16 PM 2:03

This Supplemental Agreement No. 3 ("Supplemental Agreement") is entered into this 8th day of January, 2016, by and between the Central Florida Expressway Authority ("CFX") and TransCore, L.P. ("Contractor").

WITNESSETH:

WHEREAS, CFX and the Contractor on May 14, 2015, entered into an agreement ("the Contract") whereby CFX retained the Contractor to provide toll system upgrade services; and

WHEREAS, CFX has determined it necessary and desirable to expand the Contract Statement of Work to include transponder distribution services when so directed by CFX.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree to the expansion of the Contract Statement of Work to include transponder distribution services when so directed by CFX, with no increase in the Contract time. Increase(s) in the Contract Amount will be based on costs and fees negotiated between CFX and the Contractor at the time the services are required and approved by CFX.

All other provisions of the Contract 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 any supplements made previously thereto, the provisions of this Supplemental Agreement shall take precedence.

28 JAN '16 AM10:18

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed, in triplicate, on the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Director of Procurement

TRANSCORE, L.P.

By:_____

Print Name: Jim Wilson

Title: SVP

Attest:_____

Title: AVP

# CONSENT AGENDA ITEM

# #27

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement

DATE: April 26, 2016

SUBJECT: Approval of Purchase Order for Traffic & Parking Control Co., Inc. (TAPCO) for Wrong-Way Driving Vehicle Detection and Countermeasures Equipment; Project 599-526B

---

Board approval is requested to issue a purchase order to TAPCO in the amount of $349,900.00 to purchase wrong-way driving vehicle detection and countermeasures equipment for installation at 10 remaining ramps that were identified in the original Wrong Way Driving Study.

In order to expedite the procurement of project materials and to ensure consistency with previous phases of the pilot project, it is recommended that CFX owner furnish the wrong-way driving detection equipment from TAPCO, whom we have identified as a single source provider with previous deployments.

This project is funded in the Five Year Work Plan.

Reviewed by:
Brian Homayouni, P.E.
Traffic Operations Manager

ATKINS

# Memorandum

**Date:** April 20, 2016

**To:** Bryan Homayouni, P.E.
Manager of Traffic Operations / CFX

**From:** Charles R. Lattimer, P.E.

**CC:** Corey Quinn, P.E. / CFX
Nathan Silva, P.E. / Atkins

**Re:** **Project 599-526B**
**(Wrong-Way Driving Vehicle Detection and Countermeasures Phase IIB):**
**Recommendation to purchase owner-furnished wrong-way driving detection equipment**

CFX, with assistance from the University of Central Florida (UCF), is conducting a pilot deployment of wrong-way driving detection and countermeasures equipment at strategic ramps on the CFX expressway system. The first phase of the pilot deployment equipped five ramps (four on SR 408 and one on SR 528) in 2015. Phase IIA, which will equip an additional 19 ramps, is currently under construction and will be completed in the summer of 2016. Phase IIB, which will equip another ten ramps, was advertised for construction on April 10, 2016.

In order to expedite the procurement of critical project materials and to ensure consistency with previous phases of the pilot deployment, it is recommended that CFX purchase the wrong-way driving detection equipment from TAPCO and owner-furnish said equipment to the Contractor. This approach is consistent with Project 599-526A (Phase IIA), which is currently under construction. In addition to avoiding Contractor cost markups, utilizing this procurement method allows CFX to reduce its material purchase costs by exercising its tax-exempt status.

Atkins has reviewed the attached quotation from TAPCO for laser-based wrong-way driving detection equipment for use at ten ramp locations, plus spare parts. We find the proposed cost of $349,900.00 to be reasonable.

We therefore recommend a request be submitted to the May 2016 Consent Agenda requesting Board authorization to issue a purchase order to TAPCO in the amount of $349,900.00 to furnish wrong-way driving detection equipment for Project 599-526B.

Please call me at (407) 806-4287 if you have any questions or if you would like to discuss further.

**ATTACHMENT A**

**Traffic & Parking Control Co, Inc.**
5100 W Brown Deer Rd
Brown Deer, WI 53223
800-236-0112

March 28, 2016

Mr. Bryan Homayouni, P.E.
Director of Expressway Operations
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

Mr. Homayouni:

Thank you for your continued interest in TAPCO's Wrong Way Vehicle Detection Equipment. We are pleased to assist your organization in their further enhancement of Wrong Way Vehicle Countermeasures. As requested, you'll find our detailed equipment quote in the following pages.

Per our conversation last week, I've requoted both Boggy Creek Rd locations in the 599-526B project as Radar-Based with the remaining sites and the spare system staying as Laser-Based systems.

I welcome any questions or concerns you may have. Please do not hesitate to contact me directly to discuss any aspects of the attached quotation, or specifics of our proposed equipment.

With best regards,

*Maximilion Smith*

Maximilion Smith
Engineering Manager
Traffic & Parking Control Co, Inc.
max@tapconet.com
262-649-5232

TAPCO®

Safe travels.™

5100 W Brown Deer Rd, Brown Deer, WI 53223 800-236-0112

# Wrong Way Detection Equipment Quotation

**Prepared Exclusively for Central Florida Expressway Authority**

**For CFX Contract Number 599-526B**

**Revised March 28, 2016**

**-Confidential-**

# SALES QUOTE

**Customer Copy**

| | |
|---|---|
| **Number** | **ETO15-01643** |
| **Date** | 3/28/2016 |
| **Page** | 1 |

TAPCO®

5100 West Brown Deer Road, Brown Deer, Wisconsin 53223
Phone 1-800-236-0112 • www.tapconet.com • Fax 1-800-444-0331

| Sell To Cust. C39680 | Ship To Cust. |
|---|---|
| Central Florida Expressway Authority<br>Bryan Homayouni, P.E.<br>4974 ORL Tower Road<br>ORLANDO, FL 32807<br>USA | Central Florida Expressway Authority<br>Bryan Homayouni, P.E.<br>4974 ORL Tower Road<br>ORLANDO, FL 32807<br>USA |

| Reference # | Expires | Slsp | Terms | Freight | Ship Via |
|---|---|---|---|---|---|
| | 5/27/2016 | Max Smith | Net 30 DAYS | PREPAY/ADD | BEST RATE |

| Item | Description | Quantity | UM | Price | UM | Extension |
|---|---|---|---|---|---|---|
| | TAPCO Wrong Way Equipment Only Quote:<br>CFX Contract Number 599-526B | | | | | |
| 2180-SYSTEM | Radar-Based Wrong Way Detection System<br>(See attached Details) | 2 | EA | 23,500.00 | EA | $47,000.00 |
| 2180-SYSTEM | Laser-Ready Wrong Way Detection System<br>(See attached Details) | 8 | EA | 20,000.00 | EA | $160,000.00 |
| 2180-SYSTEM | Laser-Ready Wrong Way Detection System,<br>Black Finish (See attached Details) | 1 | EA | 20,500.00 | EA | $20,500.00 |
| 2180-CUSTOM | SICK LMS-581 Laser Scanner, Brackets, Cables<br>(Includes One Year Warranty) | 9 | EA | 11,800.00 | EA | $106,200.00 |
| 2180-CUSTOM | OPTIONAL: Additional 4 Year Warranty for Laser<br>Scanners (Priced per Scanner) | 9 | EA | 1,800.00 | EA | $16,200.00 |
| SP SIGN | Sheeted Blank, 18x24" x 0.125" DG3 White (No<br>Legend) | 20 | EA | | EA | |
| | BlinkLink Web Service Included for 1 year, $895<br>Per Modem, Per Year Thereafter. | | | | | |
| | 5 Year Limited Warranty Included on All Items<br>EXCLUDING Laser Scanners.<br>Furnish Only, Freight Included. | | | | | |
| | Required On-Site Setup and Testing Additional. | | | | | |
| | 8 Week Lead Time ARO | | | | | |
| | - CONFIDENTIAL - | | | | | |

Shipment within _____
Acceptance By _____
Date _____
By _____

| Merchandise | Freight | Tax | Total |
|---|---|---|---|
| $349,900.00 | $0.00 | $0.00 | $349,900.00 |

For terms and conditions, please visit: http://www.tapconet.com/terms-and-conditions

# Radar-Based Wrong Way Detection System Component Listing

Each System Contains:

| Primary Detector Pole Components | |
|---|---|
| **Qty** | **Description** |
| 1 | **Incoming Radar Cabinet Assembly with Dual Output**<br>-Primary Output to Activate Warning Lights<br>-Secondary Output to Confirm Approaching Vehicle<br>-Banding Brackets |
| 1 | **Incoming Camera Assembly**<br>-Captures Images after Warning Light Activation<br>-Banding Brackets |
| 1 | **Outgoing Radar Cabinet Assembly with Single Output**<br>-Output to Confirm Departing Vehicle<br>-Banding Brackets |
| 1 | **Outgoing Camera Assembly**<br>-Output to Confirm Departing Vehicle with Cross-Line Analytics<br>-Captures Images of Confirmed Wrong Way Vehicle<br>-Banding Brackets |
| 1 | **Wrong Way Control Cabinet Assembly**<br>-All Aluminum Construction, Vented, Screened<br>-120W 12VDC Power Supply<br>-120W 24VDC Power Supply<br>-76W 48VDC Power Supply<br>-Solid State Flash Controller<br>-Solid State Output for LED Illuminator<br>-Solid State LED Output Drivers (Up to 4 Light Bars)<br>-900MHz FHSS Wireless Transceiver<br>-900MHz Omni-Directional Antenna<br>-Dual Channel POE Injector<br>-Dual Serial to Ethernet Converters<br>-4G/LTE Cellular Gateway with Antenna<br>-5 Port 10/100 Switch<br>-Lighting Arrestor<br>-Circuit Breaker<br>-Screw-Type Terminal Block<br>-Banding Brackets |
| 1 | **LED Illuminator**<br>-Provides Additional Lighting for Increased Outgoing Camera Performance<br>-Activated Simultaneously with Warning Lights<br>-Banding Brackets |
| 2 | **RRFB Light Bar**<br>-Dual 8 LED Modules - Red<br>-Banding Brackets |
| 1 | **48" x 36" R5-1a WRONG WAY Static Sign**<br>-3M DG3 Retro-Reflective Sheeting<br>-3M 1160 Anti-Graffiti Overlay<br>-.080" Aluminum |

## Laser-Ready Wrong Way Detection System Component Listing

Each System Contains:

| Primary Detector Pole Components | |
|---|---|
| 1 | **Incoming Camera Assembly**<br>-Captures Images after Warning Light Activation<br>-Banding Brackets |
| 1 | **Outgoing Camera Assembly**<br>-Output to Confirm Departing Vehicle with Cross-Line Analytics<br>-Captures Images of Confirmed Wrong Way Vehicle<br>-Banding Brackets |
| 1 | **Wrong Way Control Cabinet Assembly**<br>-All Aluminum Construction, Vented, Screened<br>-120W 12VDC Power Supply<br>-120W 24VDC Power Supply<br>-76W 48VDC Power Supply<br>-Solid State Flash Controller<br>-Solid State Output for LED Illuminator<br>-Solid State LED Output Drivers (Up to 4 Light Bars)<br>-900MHz FHSS Wireless Transceiver<br>-900MHz Omni-Directional Antenna<br>-Dual Channel POE Injector<br>-Dual Serial to Ethernet Converters<br>-4G/LTE Cellular Gateway<br>-Cellular Antenna<br>-5 Port 10/100 Switch<br>-Lighting Arrestor<br>-Circuit Breaker<br>-Screw-Type Terminal Block<br>-Banding Brackets |
| 1 | **White Light LED Illuminator**<br>-Provides Additional Lighting for Increased Outgoing Camera Performance<br>-Activated Simultaneously with Warning Lights<br>-Banding Brackets |
| 2 | **RRFB Light Bar**<br>-Dual 8 LED Modules - Red<br>-Banding Brackets |
| 1 | **48" x 36" R5-1a WRONG WAY Static Sign**<br>-3M DG3 Retro-Reflective Sheeting<br>-3M 1160 Anti-Graffiti Overlay<br>-.080" Aluminum |

| Warning Pole Components (Hardwired to Adjacent WW Control Cabinet) | |
|---|---|
| 2 | **RRFB Light Bar**<br>-Dual 8 LED Modules - Red<br>-Banding Brackets |
| 1 | **48" x 36" R5-1a WRONG WAY Static Sign**<br>-3M DG3 Retro-Reflective Sheeting<br>-3M 1160 Anti-Graffiti Overlay<br>-.080" Aluminum |

| Up-Stream Controller Pole Components (Radio Activated) | |
|---|---|
| 1 | **Warning Control Cabinet Assembly**<br>-All Aluminum Construction, Vented, Screened<br>-120W 12VDC Power Supply<br>-Solid State Flash Controller<br>-Solid State LED Output Drivers (Up to 4 Light Bars)<br>-900MHz FHSS Wireless Transceiver<br>-900MHz Omni-Directional Antenna<br>-Lighting Arrestor<br>-Circuit Breaker<br>-Screw-Type Terminal Block<br>-Banding Brackets |
| 2 | **RRFB Light Bar**<br>-Dual 8 LED Modules - Red<br>-Banding Brackets |
| 1 | **48" x 36" R5-1a WRONG WAY Static Sign**<br>-3M DG3 Retro-Reflective Sheeting<br>-3M 1160 Anti-Graffiti Overlay<br>-.080" Aluminum |

| Warning Pole Components (Hardwired to Adjacent Up-Stream Warning Control Cabinet) | |
|---|---|
| 2 | **RRFB Light Bar**<br>-Dual 8 LED Modules - Red<br>-Banding Brackets |
| 1 | **48" x 36" R5-1a WRONG WAY Static Sign**<br>-3M DG3 Retro-Reflective Sheeting<br>-3M 1160 Anti-Graffiti Overlay<br>-.080" Aluminum |

## Black System Add-On Component Listing

Each Upgrade Contains:

| Items to be Upgraded to Black Finish | |
|---|---|
| **Qty** | **Description** |
| 1 | **Wrong Way Control Cabinet Upgrade**<br>-Black Powder Coat Finish Exterior<br>-Black Powder Coat Finish Banding Brackets |
| 1 | **Up-Stream Control Cabinet Upgrade**<br>-Black Powder Coat Finish Exterior<br>-Black Powder Coat Finish Banding Brackets |
| 4 | **48" x 36" R5-1a WRONG WAY Static Sign Upgrade (Replaces Raw Signs)**<br>-3M Black Vinyl Back |

# TAPCO Wrong Way Project Terms and Conditions:

## Indemnity Clause:

The BlinkLink Web-based Traffic Device Monitor and Control and the Wrong Way LED Warning System (the "devices") are not fail safe devices. Caltrans will hold harmless and defend TAPCO from and against all claims arising out of extraordinary events, or circumstances beyond the control of the parties, which might cause the system to stop working, malfunction, or function in an unexpected or undesired way, including but not limited to, weather, solar eruptions, electrical outages or any other risk beyond the control of TAPCO between incidences of regular service.

## Exclusions:

TAPCO shall not provide items other than those listed on Project Sales Quote contained herein.

## Delivery:

- All products are shipped FOB Factory.
- All risk of loss or damage to the Products in transit shall be borne by Customer regardless of the party paying for the freight.
- Offload is Customer's responsibility.
- TAPCO shall not be liable for any losses or damages, whether direct, indirect, incidental, consequential, or otherwise, for delays in shipment or delivery, regardless of the cause.
- TAPCO shall have the right to make partial shipments and invoice separately. Partial shipment invoices shall be due per project payment terms.

## Variables:

a. Submittals:
Prior to commencing manufacturing, TAPCO shall provide to the customer at customer request a project submittal document. The submittal document represents the governing document for project specifications, materials, and terms and conditions. The submittal shall be customer approved prior to manufacturing release.

b. Change Orders:
Changes in product requirements after customer approved submittals are subject to TAPCO's acceptance or rejection in writing. Change orders shall be subject to additional charges and agreed upon in writing and may alter total cost and/or delay project shipping.

c. Modifications and Governing Law:
Any modifications of this Agreement or Attachments/Exhibits to this Agreement must be in writing and signed by authorized representatives of both the Customer and TAPCO. In the event that any of the provisions of the Agreement shall for any reason be determine to be invalid, illegal or unenforceable in any respect, the remaining portions shall continue in full force and effect.

d. Changes in Products and Parts:
TAPCO continually improves its products and shall provide products that meet or exceed project requirements. If original replacement parts are no longer available, TAPCO shall provide parts that meet the fit, form and function unless specifically advised in writing that such parts are not acceptable.

e. Force Majeure:
TAPCO's performance hereunder, or any delay in such performance, shall be excused for such failure to perform or delay as attributable to any cause or reason beyond TAPCO's control, including without limitation lack of available storage space, equipment breakdown, labor trouble, governmental regulations, transportation difficulties, embargoes, civil disturbances, acts of God, or any other causes of the like or difference character beyond TAPCO's control.

| Warning Pole Components (Hardwired to Adjacent WW Control Cabinet) | |
|---|---|
| **Qty** | **Description** |
| 2 | **RRFB Light Bar**<br>-Dual 8 LED Modules – Red<br>-Banding Brackets |
| 1 | **48" x 36" R5-1a WRONG WAY Static Sign**<br>-3M DG3 Retro-Reflective Sheeting<br>-3M 1160 Anti-Graffiti Overlay<br>-.080" Aluminum |

| Up-Stream Controller Pole Components (Radio Activated) | |
|---|---|
| **Qty** | **Description** |
| 1 | **Warning Control Cabinet Assembly**<br>-All Aluminum Construction, Vented, Screened<br>-120W 12VDC Power Supply<br>-Solid State Flash Controller<br>-Solid State LED Output Drivers (Up to 4 Light Bars)<br>-900MHz FHSS Wireless Transceiver<br>-900MHz Omni-Directional Antenna<br>-Lighting Arrestor<br>-Circuit Breaker<br>-Screw-Type Terminal Block<br>-Banding Brackets |
| 2 | **RRFB Light Bar**<br>-Dual 8 LED Modules - Red<br>-Banding Brackets |
| 1 | **48" x 36" R5-1a WRONG WAY Static Sign**<br>-3M DG3 Retro-Reflective Sheeting<br>-3M 1160 Anti-Graffiti Overlay<br>-.080" Aluminum |

| Warning Pole Components (Hardwired to Adjacent Up-Stream Warning Control Cabinet) | |
|---|---|
| **Qty** | **Description** |
| 2 | **RRFB Light Bar**<br>-Dual 8 LED Modules - Red<br>-Banding Brackets |
| 1 | **48" x 36" R5-1a WRONG WAY Static Sign**<br>-3M DG3 Retro-Reflective Sheeting<br>-3M 1160 Anti-Graffiti Overlay<br>-.080" Aluminum |

*Pricing includes aluminum shields with fasteners if needed for ramp tuning

# TAPCO Standard Terms and Conditions:

1. Traffic and Parking Control Co., Inc. (TAPCO) assigns to buyer any manufacturer's warranty. TAPCO is not responsible for improper installation, improper operation or improper maintenance of its products, unless specifically so stated on the TAPCO quote. Other than the assignment of the manufacturer's warranty, TAPCO makes no warranty, express or implied, as to any matter whatsoever any, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. Buyer's exclusive remedy for failure of the product to meet the manufacturer's warranty or any other non-conformity or defect whatsoever, is limited to the return of the product and repayment of the price or repair and/or replacement of the non-conforming product: incidental, consequential, special or punitive damages are excluded. Buyer shall defend and indemnify TAPCO against any claim including costs and attorney fees arising out of buyer's use of the product. No claim may be maintained after one year from the accrual of the cause of action.

2. If any product fails to comply with the manufacturer's warranty, TAPCO shall immediately be notified, and the product shall be returned to TAPCO or to the manufacturer within 30 days. Transportation charges on the returned product shall be prepaid by the buyer and TAPCO will credit the buyer any transportation charge involved with the returned products.

3. The correction of any defect by repair or replacement shall constitute a complete fulfillment of all obligations to the buyer. TAPCO will not accept any charges associated with or resulting from the use or replacement of apparatus claimed defective; nor will it pay any charges involved by the removal or replacement of such equipment.

4. Any claims for shortages or damages must be documented by specifying the shortage or other damage in writing on the transportation company's Bill of Lading at the time of delivery and in no cases later than 30 days after receipt of order. To file a claim for concealed loss or damage, the outer container must NOT show any visible evidence of such damage and must be returned to substantiate the claim. The allowable length of time to report such a claim is thirty days.

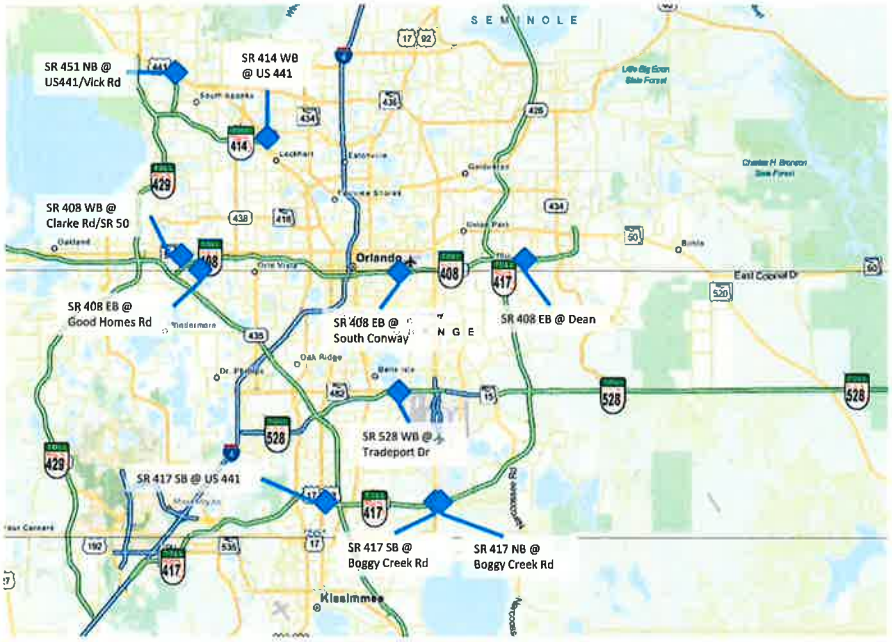
5. Buyer shall exercise due diligence by promptly inspecting the product immediately upon delivery. Prompt inspection and prompt reporting to TAPCO of any problems are the duties of the buyer. The buyer is never empowered to take corrective steps without first reporting the problem to TAPCO. Hence, "charge backs" are not allowed unless authorized in writing by a TAPCO representative.

6. Payment, from customers with established credit, is due within thirty days from the date of an invoice unless otherwise authorized in writing by a TAPCO representative. Buyer shall pay TAPCO interest of eighteen percent per annum on the unpaid balance after the date due. If buyer fails to pay an invoice when due or if buyer defaults, breaches or repudiates any agreement with TAPCO, or if buyer shall become insolvent, make an assignment for the benefit of creditors, or becomes the subject of a bankruptcy, receivership or any other insolvency proceeding, TAPCO may (a) cancel this and/or any other agreement with buyer, and buyer shall promptly return the purchased products to TAPCO (or TAPCO may reposes without civil process) whereupon TAPCO shall return any portion of the purchase price previously paid less up to 25% of the purchase price for a re-stocking fee or (b) declare buyer's outstanding orders and invoices immediately due and payable and postpone delivery of TAPCO products until all purchases are prepaid in full. At all times, TAPCO may invoke the remedies above if TAPCO has reason to believe buyer may be unable to perform its obligations. In addition, TAPCO maintains the right to pursue any and all available legal remedies.

7. Buyer grants a purchase money security interest to TAPCO in all products purchased by buyer and all tangible personal property owned by the buyer and in all of buyer's deposit accounts and accounts receivable; buyer authorizes TAPCO to perfect its security interest.

8. As a service to TAPCO customers, TAPCO frequently furnishes customers with engineering data, wiring diagrams recommendations, etc. Ordinarily, no charge is made for this service and every reasonable effort is made to avoid errors. Nevertheless, errors may occasionally occur and, in consideration of the fact that TAPCO makes no charge for this service, buyer agrees that TAPCO assumes no responsibility for the completeness or accuracy of such information or data and accordingly releases TAPCO from liability. Buyer stipulates that the economic loss doctrine applies to all contracts between buyer and TAPCO, and buyer waives all tort claims against TAPCO. Unless authorized in writing by a TAPCO employee, buyer is not entitled to liquidated or late payment penalties for any failure by TAPCO to deliver purchased products on time.

# Project 599-526B Deployment locations



EXPRESSWAY AUTHORITY

ORLANDO - ORANGE COUNTY

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

# MEMORANDUM

**TO:** Claude Miller
Director of Procurement

**FROM:** Corey Quinn CQ
Director of Expressway Operations

**SUBJECT:** Single Source Justification for
Traffic & Parking Control Co., Inc. (TAPCO)
Wrong Way Driving Detection System Pilot Project

**DATE:** July 11, 2013

In accordance with the Procurement Procedures Manual, your approval is requested to designate Traffic & Parking Control Co., Inc. (TAPCO) as a single source vendor and exempt from the competitive bidding requirements to provide a wrong-way detection system for the Orlando-Orange County Expressway Authority's expressway system. It is my opinion that the single source determination is justified based on the attached documentation from Atkins that demonstrates the good faith efforts made to support this request.

✓ Approved _____ Disapproved

Claude Miller, Director of Procurement

WALTER A. KETCHAM, JR. *Chairman*
R. SCOTT BATTERSON, P.E. *Vice Chairman*
TERESA JACOBS *Secretary/Treasurer Ex Officio Board Member Orange County*
VACANT *Board Member*
NORANNE B. DOWNS, P.E. *Ex Officio Board Member Florida Department of Transportation*
MAX D. CRUMIT, P.E. *Executive Director*

ATKINS **Memorandum**

**Date:** June, 24 2013

**To:** Corey Quinn, P.E / OOCEA

**From:** Keith DeLuca

**CC:** Charles R. Lattimer, P.E. / Atkins
File: ITS Deployment / Wrong Way Driving Detection System Pilot Project

**Re:** **Wrong Way Driving Detection System Pilot Project**
**Justification for Single Source Determination**

The Orlando-Orange County Expressway Authority in conjunction with the University of Central Florida (UCF) is assembling a conceptual plan and a cost estimate to test a system capable of alerting motorists they are traveling the wrong way on selected expressway ramps. A study undertaken by Dr. Haitham Al-Deek from UCF has indicated that the occurrences of wrong-way driving (WWD) on the Authority's expressway system may be underreported. The purpose of this pilot project is to gather quantitative data of WWD activity in the vicinity of five (5) expressway off-ramps and equip wrong-way warning signs at those ramps with supplemental flashing beacons for increased safety.

Since expressway wrong-way detection systems are currently not common, Atkins recommends that the key components of the system be equivalent to those used elsewhere by others in similar successful test applications. In the case of Rectangular Rapid Flash Beacons (RRFB), the Tapco Traffic and Parking Control AC powered RRFB Perimeter Wrong Way System has been recommended by Haitham Al-Deek, Ph.D., P.E. Professor of Engineering, University of Central Florida and currently is in use by the Texas Department of Transportation in the San Antonio District. Tapco is currently an FDOT Approved Products List (APL) vendor. The Tapco RRFB system as of yet has not been tested by Traffic Engineering Research Laboratory (TERL).

Recommended Vendors:

**Wavetronix** – Oviedo, FL 32765
Contact: Kevin Yorke – Applications Engineer, Phone; 407-575-8601
Mike Kline – Southeast Regional Sales Manager, Phone; 407-366-5144

- Wavetronix HD products have been used extensively on the Authority's expressway system as well as the Florida Department of Transportation's (FDOT) roadways. Wavetronix Click products are currently listed on the FDOT Approved Products List.
- Wavetronix is offering a price reduction over their regular price in order to participate in the wrong way detection pilot project (see quote contained in Attachment A).
- Wavetronix HD Sensors are currently being deployed by the Texas Department of Transportation (TxDOT) in a wrong-way driving detection application in San Antonio Texas.

**Tapco Traffic and Parking Control** – Brown Deer, WI 53223
Contact: Bryan Everard – TAPCOMade Products Sales Manager, Phone; 866-814-7337



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