AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
July 14, 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 JUNE 22, 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. UPDATE ON FDOT'S I-4 ULTIMATE PROJECT – *Loreen Bobo, FDOT I-4 Ultimate Construction Program Manager* (Info. item)

2. UPDATE ON RELOAD SERVICE – Corey *Quinn, Chief of Technology/Operations and Michelle Maikisch, Chief of Staff/Public Affairs Officer* (Info. Item)

3. UPDATE ON WRONG-WAY DRIVING DETECTION AND PREVENTION SERVICE – *Corey Quinn, Chief of Technology/Operations* (Info. Item)

4. TRAFFIC OPERATIONS AND INTELLIGENT TRANSPORTATION SYSTEMS (ITS) DEPARTMENT PRESENTATION – *Bryan Homayouni, P.E., Manager of Traffic Operations* (Info. 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.

C.

6/22/16 Board Meeting Minutes

MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
June 22, 2016

Location: Central Florida Expressway Authority
Board Room

Board Members Present:
Commissioner Welton G. Cadwell, Lake County (Chairman)
Commissioner S. Scott Boyd, Orange County (Vice Chairman)
Mayor Buddy Dyer, City of Orlando
Andria Herr, Gubernatorial Appointment
Mayor Teresa Jacobs, Orange County

Board Members Participating by Phone:
Commissioner Brenda Carey, Seminole County (Treasurer)
Commissioner Fred Hawkins, Jr., Osceola County
S. Michael Scheeringa, Gubernatorial Appointment

Board Members Not Present:
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 10:30 a.m. by Chairman Welton Cadwell.

B. PUBLIC COMMENT

Virgil Blocker of Teen Drive Alert talked about his program to bring awareness and prevention to the problem of teen distracted driving. He asked CFX to assist in getting their message out.
Chairman Cadwell asked staff to prepare an update to the Board on all the organizations that we have been working with regarding distracted driving.

C. APPROVAL OF MINUTES

A motion was made by Commissioner Boyd and seconded by Ms. Herr to approve the May 12, 2016 minutes as presented. The motion carried with five members present and voting AYE by voice vote and three members voting AYE via phone; Mr. Madara was not present.

D. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval.

CONSTRUCTION

1. Approval of Purchase Order to Interstate Highway Sign Corp. for Guide Sign Panel Overlays – Project No. 599-624A (Purchase Order Value: $97,294.00)

2. Approval of Construction Contract Modifications on Contract No. 599-738 with Air Mechanical & Services Corp. (Contract Value: $71,461.50)

3. Approval of contract award to Superior Construction Company Southeast, LLC for SR 429 (Wekiva Parkway) from Systems Interchange east to Mt. Plymouth Road – Project No. 429-205/Contract No. 001137 (Contract Value: $38,650,000)

ENGINEERING

4. Approval of contract award to Dewberry Engineers, Inc. for Professional Engineering Consultant Services for SR 417 Widening from Econlockhatchee Trail to Seminole County Line – Project No. 417-134/Contract No. 001153 (Contract Value: Not-to-Exceed $2,575,000)

HUMAN RESOURCES

5. Approval of updates to Human Resources Policies

LEGAL

6. Approval of Amended Agreement with Bullard, Hall & Adams, Inc. for Appraisal Services for the Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206 (Addendum Value: $100,000)

7. Approval of Amended Agreement with Donald W. McIntosh Associates, Inc. for Engineering Expert Witness Services for the Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206 and SR 408 Widening Project 408-253f (Addendum Value: $150,000)

8. Approval of Addendum to Amended Agreement with Durrance & Associates, P.A..for Appraisal Services for the Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206 (Addendum Value: $150,000)

9. Approval for settlement of Attorney's Fees for Wekiva Parkway Project No. 429-204, Parcels 262, 266 & 866 (Attorney Fee Payment: $9,750)

10. Request for release of phosphate, minerals and metals and petroleum rights on Surplus Parcel #1-141 located at SR 408/Chickasaw Trail

11. Approval of negotiated settlement with Thomas Lewis for Parcel 305, Wekiva Parkway Project No. 429-204 (Settlement Amount: $164,859 including all attorneys' and experts' fees and costs)

12. Approval of negotiated settlement with Jacqueline Gress aka Jacqueline Lewis-Gress and Roy Gress for Parcel 304, Wekiva Parkway Project No. 429-204 (Settlement Amount: $290,711.80 including all attorneys' and experts' fees and costs)

13. Approval of mediated settlement with Hafeez R. Ali and Vonney Roberts for Parcel 262, Wekiva Parkway Project No. 429-204 (Settlement Amount: $304,425.20 including all attorneys' and experts' fees and costs)

14. Approval of Second Amendment to Amended and Restated 2006 Innovation Way/Beachline Interchange Agreement

MAINTENANCE

15. Approval of contract renewal with Ayres Associates, Inc. for Systemwide Overhead Sign Inspection Services – Contract No. 000988 (Contract Value: $250,000)

16. Approval of contract renewal with Jorgensen Contract Services, LLC for Roadway and Bridge Maintenance Services – Contract No. 000761 (Contract Value: $3,397,905.60)

17. Approval of contract renewal with KMG Fence, LLC for Fence Installation and Repair – Contract No. 001128 (Contract Value: $143,635.00)

OPERATIONS

18. Approval of Operations Agreement with PayTollo for toll collection services via a cell phone application

19. Approval of contract award to SICE, Inc. for Wrong-Way Driving Vehicle Detection and Countermeasures Equipment Installation – Project No. 599-526B/Contract No. 001186 (Contract Value: $1,232,916.63)

20. Approval of final ranking and contract award for General Systems Consultant (GSC) Services to HNTB Corporation and AECOM Technical Services – Contract Nos. 001144 and 001215 (Combined upset amount: $30,000,000)

21. Approval of Resolution revising the Free Transponders Policy

22. Approval of Purchase Order for ConvergeOne, Inc. for PBX Telephone System Phase 2 for Project No. 599-913 (Purchase Order Amount: $165,698.00)

A motion was made by Commissioner Boyd and seconded by Mayor Dyer to approve the Consent Agenda as presented. The motion carried with five members present and voting AYE by voice vote and three members voting AYE via phone; Mr. Madara was not present.

E. REPORTS

1. CHAIRMAN'S REPORT

There was no Chairman's Report this month.

2. TREASURER'S REPORT

By phone, Commissioner Carey reported that toll revenues for April were $32,814,584 which is 10% above projections and 8% above prior year. CFX's total revenues were $35 million for the month.

Total OM&A expenses were $5.1 million for the month and $47.8 million year-to-date, which is 12% under budget.

After debt service the total net revenue available for projects was $18 million for April and $165.8 million year-to-date.

3. EXECUTIVE DIRECTOR'S REPORT

Executive Director Laura Kelley gave an update on the Reload Service that began about a month ago. The service has been very successful. The majority of the customers using the service are cash paying. We anticipate coming to the Board in the fall with some proposals to expand the service.

F. BOARD MEMBER COMMENT

1. Mayor Dyer introduced John Booker, a new employee of the City of Orlando.

2. Ms. Herr expressed her appreciation in serving on this Board with two of the best mayors in the country.

G. ADJOURNMENT

Chairman Cadwell adjourned the meeting at 10:41 a.m.

Commissioner Welton G. Cadwell
Chairman
Central Florida Expressway Authority

Darleen Mazzillo
Recording Secretary/Executive Assistant
Central Florida Expressway Authority

Minutes approved on _____, 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

D.

Consent Agenda

CONSENT AGENDA
July 14, 2016

CONSTRUCTION

1. Approval of Cooperative Purchase Agreement with Traffic Control Devices, Inc. for installation of E-PASS Overlay Sign Panels – Contract No. 001219 (Agreement Value: $97,175.00)

2. Approval of Reimbursement Agreement with Sprint Communication Company – Project No. 528-313 (Agreement Value: Not-to-Exceed $244,215.23)

3. Approval of Agreement with Sprint Communication Company for modification of 1984 Indenture Agreement pending the construction of duct bank by All Aboard Florida

4. Approval of construction contract modifications on the following contracts:

a.	Contract No. 429-654C	Southland Construction, Inc.	($38,398.73)
b.	Contract No. 253F	The Lane Construction Corp.	($764,747.99)
c.	Contract No. 417-733	Ranger Construction Ind., Inc.	$13,696.46
d.	Contract No. 429-202	Prince Contracting, LLC	$161,234.57
e.	Contract No. 599-732	Kenyon & Partners, Inc.	($30,809.34)

5. Approval to advertise for construction bids for S.R. 528 Econlockhatchee River Bridge Replacements

6. Approval of contract award to The Integration Factory, Inc. for Audio/Video Equipment for CFX Board Room – Project No. 599-912/Contract No. 001163 (Agreement Value: $365,567)

7. Approval of contract award to S.A. Casey Construction Co., Inc. for CFX Headquarters Second Floor Renovations - Project No. 599-913/Contract No. 001214 (Contract Value: $$547,299)

ENGINEERING

8. Approval of Supplemental Agreement #2 For Post Design Services with WSP/Parsons Brinckerhoff – Project No. 528-131/Contract No. 001098 (Agreement Value: Not-to-Exceed $136,692.41)

9. Approval of Geodata Consultants, Inc. as Subconsultant to the General Engineering Consultant Contract with Atkins North America, Inc. – Contract No. 000820

10. Approval of supplemental signage for the Sports District on S.R. 417/Lake Nona Blvd. (Cost: Not-to-Exceed $60,000)

11. Approval of contract renewal with CDM Smith, Inc. for Traffic and Earnings Consultant – Contract No. 000889 (Agreement Value: $750,000)

EXECUTIVE

12. Approval of Metro Orlando Economic Development Commission (EDC) Annual Policy Council Investment in the amount of $50,000

FINANCE/ACCOUNTING

13. Authorization to dispose of foreign and mutilated coins

INTERNAL AUDIT

14. Acceptance of Payment Card Industry (PCI) Report on Compliance

LEGAL

15. Approval of negotiated settlement with Gregory W. Stoner, Esquire for attorney's fees and costs relating to Parcel 251, Wekiva Parkway Project 429-204 (Settlement Amount: $15,000)

16. Approval of settlement for Parcel 104/804, Wekiva Parkway Project 429-202 (Settlement Amount: $616,500)

17. Approval of settlement for Parcel 143 (Parts A, B & C), Wekiva Parkway Project 429-202 (Settlement Amount: $1,000)

18. Approval of settlement for Parcel 195, Wekiva Parkway Project 429-203 (Settlement Amount: $1,533,000)

19. Approval of payment of expert fees and costs relating to Parcel 170, Wekiva Parkway Project 429-203 (Settlement Amount: $8,464.50)

MAINTENANCE

20. Approval of contract renewal with John Brown & Sons, Inc. for clearing right of way fences – Contract No. 001031 (Agreement Value: $100,000)

21. Authorization to sublet services of La Roka Company for Landscape Maintenance Services as requested by Groundtek of Central Florida, Inc. – Contract No. 000965 (Agreement Value: $150,000)

CONSENT AGENDA ITEM

#1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: June 27, 2016

RE: Authorization to Execute Cooperative Purchase (Piggyback) Agreement with Traffic Control Devices, Inc., for Installation of E-Pass Overlay Sign Panels
Contract No. 001219

Board approval is requested to execute an agreement with Traffic Control Devices, Inc. (TCD) in the amount of $97,175.00 to install E-Pass Overlay Sign Panels along S.R. 417, S.R. 408, and S.R. 417.

This will be a cooperative purchase (piggyback) agreement based on a contract between TCD and the City of Winter Park for the same services which will allow us to take advantage of the favorable rates already negotiated by the City of Winter Park.

Reviewed by:
Ben Dreiling
Director of Construction

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

WWW.CFXWAY.COM

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
INSTALLATION OF E-PASS OVERLAY SIGN PANELS
CONTRACT NO. 001219

This Contract is made this 14th day of July, 2016, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and TRAFFIC CONTROL DEVICES, INC., 242 N. Westmonte Drive, Altamonte Springs, FL 32714, hereinafter the CONTRACTOR:

WITNESSETH:

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and,

WHEREAS, 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 Central Florida Expressway Authority, in order to carry out the powers granted to it (by state law);" and,

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to perform installation of E-PASS Overlay Sign Panels; and,

WHEREAS, on or about October 29, 2014, the CONTRACTOR entered into Contract No. IFB-12-2014 with the City of Winter Park (City) to provide substantially the same services as required by CFX; and,

WHEREAS, an Invitation to Bid seeking qualified contractors to perform such services for CFX was not required because the CONTRACTOR has an existing contract with the City for substantially the same services to be provided hereunder and CFX has decided to contract with CONTRACTOR for the performance of the services described herein under the same conditions previously negotiated by the City; and,

WHEREAS, the CONTRACTOR agrees to provide the services under the same terms, conditions and rates as included in its contract with the City, a copy of which is attached to this Contract, and such additional terms and conditions as detailed below;

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 equipment, supplies, labor and incidentals necessary to perform this Contract in the manner and to the full extent as required by CFX

2. CONTRACT TERM AND AMOUNT

The term of the Contract will be sixty (60) calendar days from the date specified in the Notice to Proceed from CFX. The Contract amount shall not exceed $97,175.00 during the term.

3. COMPENSATION FOR SERVICES

Compensation shall be in accordance with the pricing sheet included in the CONTRACTOR's contract with the City.

4. CONTRACTOR INSURANCE

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated in the CONTRACTOR's contract with the City with additional coverage as required below. Compliance with these insurance requirements shall not relieve or limit the CONTRACTOR's liabilities and obligations under this Contract. 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 CONTRACTOR'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. Additional coverage shall be as follows:

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

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

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

Such policy or policies shall be carried without deductible, without co-insurance, and shall (a) include CFX, and such other parties CFX shall designate, as additional insureds, (b) be primary insurance, (c) include within the terms of the policy, or by contractual liability endorsement, coverage insuring the CONTRACTOR's indemnity obligations, (d) provide that the policy may not be canceled or changed without at least thirty (30) days prior written notice to 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. 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 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, CFX may obtain such polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments.

5. CONTRACTOR RESPONSIBILITY

CONTRACTOR shall take all reasonable precautions in the performance of the services and shall cause its employees, agents and subcontractors to do the same.

5.1 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

5.2 CONTRACTOR shall be responsible for all damage and loss that may occur with respect to any and all property 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 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.

5.3 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.

6. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless CFX and all of its respective officers, agents, CONTRACTOR's or employees from all 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). 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 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.

7. 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 CFX. Thereafter, CONTRACTOR shall follow CFX's instructions with regard to such request. To the extent that such request seeks non-exempt public records, 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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
(407) 690-5000
PublicRecords@CFXWay.com

8. MEDIA 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, without first notifying CFX and securing its consent in writing.

9. 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 CFX upon request.

10. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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 CFX in accordance with CFX's Ethics Policy. 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.

11. 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.

12. SUBLETTING AND ASSIGNMENT

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 CFX, which may be withheld in 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.

13. DISPUTES AND TERMINATION

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or her/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.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time, for any reason, with 7 days notice for convenience or 10 days notice for cause.

14. OTHER SEVERABILITY

If any section of this Contract 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.

15. 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.

16. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between CFX 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.

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.

17. 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. 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, 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.

18. 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:

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

18.2 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.

19. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

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. This Contract was awarded by the CFX Board of Directors at its meeting on July 14, 2016.

IN WITNESS WHEREOF, the authorized signatures named below have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Director of Procurement

TRAFFIC CONTROL DEVICES, INC.

By:_____

_____
Title

Attest: _____(Seal)

Date: _____

Approved as to form and execution, only.

_____

General Counsel for CFX

TRAFFIC CONTROL DEVICES, INC.

Corporate Office
242 North Westmonte Drive
Altamonte Springs, Fl 32714

Phone - 407.869.5300
Fax - 407.682.0076
www.TCD-USA.com

Local Offices
Altamonte Springs, FL
Clermont, FL
Deland, FL
Jacksonville, FL
Pompano, FL
Punta Gorda, FL
Rockledge, FL
Sarasota, FL
Tampa, FL
Dallas, TX
Houston, TX
San Antonio, TX
Salisbury, NC

To:	Central Florida Expressway Authority	**Contact:**	Ben Dreiling
Address:	4974 ORL Tower Road	**Phone:**	(407) 690-5000
	Orlando, FL 32807	**Fax:**	(407) 690-5032
Project Name:	801-16 CFX - Install EPass Overlay Sign Panels (Rev 1)	**Bid Number:**	599-624A
Project Location:	Along SR417, SR429, SR408, SR417, Orlando, FL	**Bid Date:**	6/16/2016

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
4	Overtime Traffic Signal Level I Tech	700.000	MH	$67.50	$47,250.00
5a	Bucket Truck	420.000	HR	$74.25	$31,185.00
5d	Service Vehicle (Project Supervisor Vehicles)	280.000	HR	$35.50	$9,940.00
6	Police Officer	160.000	MH	$55.00	$8,800.00

Total Bid Price: $97,175.00

Notes:

- This proposal is a unit price proposal. The total sum is an approximate sum based on the estimated quantities on the attached proposal (which is an integral part of this proposal) at the unit prices depicted thereon. The final contract amount of any contract resulting from this proposal shall be based on the quantities actually installed and field verified by the Owner's architect/engineer at these unit prices.
- Our price includes Insurance.
- No items quoted herein may be "broken out" without prior approval in writing.

Payment Terms:

Payments are to be made to us by the tenth day of the month for all work installed and materials placed on the job site during the preceding month, less five (5%) percent retainage (unless the Prime Contract calls for a different retainage percentage). Final Payment, including retainage, will be due not more than thirty (30) days after completion and acceptance of the work. Any contract resulting from this proposal shall be on the terms and conditions mutually acceptable to the Purchaser and Traffic Control Devices, Inc.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Traffic Control Devices, Inc.

Authorized Signature:

Estimator: Rob Rebert
407-869-5300 r.rebert@tcd-usa.com

CITY OF CULTURE AND HERITAGE

CITY OF WINTER PARK

401 South Park Avenue

Winter Park, Florida

32789-4386

PURCHASING DIVISION

407.643.1627

407.599 3448

cityofwinterpark.org

October 27, 2015

Mr. JC Breeding
Traffic Control Devices, Inc.
242 N. Westmonte Dr.
Altamonte Springs, FL 32714

RE: IFB-12-2014 – Traffic Signal Maintenance

Dear Mr. Breeding:

The subject contract will expire on October 28, 2015 unless renewed by mutual consent. The City wishes to renew the contract using this Amendment from October 29, 2015 through October 28, 2016.

If you wish to renew the contract upon the same terms, conditions and prices, please sign and return the attached Amendment 1 no later than October 29, 2015.

Please confirm your acceptance by executing under the vendor area below and return to the address listed or via email to jjones@cityofwinterpark.org.

Sincerely,

Jennifer Jones, CPPB, FCCM
Senior Purchasing Agent

Traffic Control Devices

Signature

J C BREEDING

Print Name

10-27-15

Date

City of Winter Park

City Manager

10-29-15

Date

Purchasing Division

CITY OF WINTER PARK, FLORIDA

IFB-12-2014
Traffic Signal Maintenance

Price Sheet

1. $61.50 /Hourly rate for regular time traffic signal maintenance from a Level II Technician Regular time traffic signal maintenance shall be for Contractor providing service between 7:00am and 6:00pm (EST). The maintenance shall include all the materials, equipment and supplies. *See attachment "A"
2. $92.25 /Hourly rate for overtime traffic signal maintenance from a Level II Technician. Overtime traffic signal maintenance shall be for Contractor provided service between 6:01 pm and 6:59 am (EST), and on all weekends and legal holidays
3. $45.00 /Hourly rate for regular time traffic signal maintenance from a Level I Technician. Regular time traffic signal maintenance shall be for Contractor providing service between 7:00am and 6:00pm (EST). The maintenance shall include all the materials, equipment and supplies. *See attachment "A"
4. $67.50 /Hourly rate for overtime traffic signal maintenance from a Level I Technician. Overtime traffic signal maintenance shall be for Contractor providing service between 6:01 pm and 6:59 am (EST), and on all weekends and legal holidays.

    1. Contractor shall list all holidays for their Company below:
    New Years's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day after Thanksgiving, Christmas Eve & Christmas Day

    2. The City's holidays are as follows:
    New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve (Half Day), & Christmas

5. The Contractor shall charge the prevailing rental rate to the Owner on all standard construction equipment. The following specialized traffic light equipment shall be charged to the lesser of the prevailing rental rate for the Owner or the following designated cost per hour:

a) Bucket Truck	$74.25 /hour
b) Lift Truck	$74.25 /hour
c) Auger/Crane Truck	$158.50 /hour
d) Service Vehicle	$35.50 /hour

COMPANY NAME: Traffic Control Devices, Inc.

TELEPHONE: 407-869-5300 Email: d.hutchins@tcd-usa.com

AUTHORIZED SIGNATURE: J.C. Breeding/VP

DATE: September 3, 2014

Insurance Requirements

	Insurance Type	Required Limits
√	Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits
√	Employer's Liability	$500,000.00 each accident, single limit per occurrence
√	Commercial General Liability (Occurrence Form) patterned after the current ISO form	$1,000,000.00 single limit per occurrence $2,000,000.00 aggregate for Bodily Injury Liability & Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products & Completed Operations & Contractual Liability.
√	Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless City Of Winter Park, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of the Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of City of Winter Park.
√	Automobile Liability	$1,000,000.00 each person; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included. $2,000,000.00 each accident; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included.
	Other	

Vendor shall ensure that all subcontractors comply with the same insurance requirements that he/she is required to meet. The same Vendor shall provide the City with certificates of insurance meeting the required insurance provisions.

The City of Winter Park must be names as **"ADDITIONAL INSURED"** on the Insurance Certificate for Commercial General Liability where required.

The Certificate Holder shall be named as City of Winter Park.

Thirty (30) Days Cancellation Notice required.



242 N. Westmonte Drive
Altamonte Springs, FL 32714
(407) 869-5300
(407) 682-0076

ATTACHMENT "A"

We are taken exception to the last sentence in items 1 and 3. This attachment explains how we incorporated our cost into what items.

Do to this being a Maintenance Contract there is no way for us to include materials, equipment and supplies in one item. Below explains what is included in each pay item.
For 1, 2, 3 & 4 on the price sheet the hourly rate only includes the labor for the Level II or Level I Technician.

All material shall be priced separately to include: material cost, plus tax and mark-up of 17.5%.

Equipment used shall be charged per 5a, 5b, 5c and 5d on the price sheet.

Thank you,

James C. Breeding/VP

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

VEHICLE REGISTRATION

STATE OF Florida

COUNTY OF Seminole

BEFORE ME, this day, personally appeared Traffic Control Devices, Inc. ,
(Contractor's Name)

who says that all of the vehicles operated or caused to be operated by said Contractor, are registered in the State of Florida, in accordance with Section 337.11(13) F.S. (2010).

(Contractor's Signature)

Typed Name: James C. Breeding

Position: Vice-President

Company Name: Traffic Control Devices, Inc,

Company Address: 242 N. Westmonte Drive

Altamonte Springs, FL 32714

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

VEHICLE REGISTRATION

****

STATE OF Florida

COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 11/20/2015 (Date) by James C. Breeding (Name of Officer or agent, title of officer or agent),

of Traffic Control Devices, Inc. (Name of Corporation acknowledging), a Florida (State or place of incorporation) corporation, on behalf of the corporation. He/~~she~~ is

personally known to me ~~or has produced~~ N/A (Type of identification)

as identification and did (did not) take an oath.

Karen A Ricketson Notary Public, Commission No.

Karen A. Ricketson (Name of Notary typed, printed or stamped)

Title or Type of Document _____ (Optional)

Number of Pages ____ Date of Document _____ (Optional)

Signer(s) Other than Named Above _____ (Optional)

Notary Public State of Florida
Karen A Ricketson
My Commission FF 060168
Expires 10/15/2017

(SEAL ABOVE)

CITY OF WINTER PARK

PROFESSIONAL SERVICES AGREEMENT

The City of Winter Park, 401 Park Avenue South, Winter Park, FL 32789, (hereinafter "City"), enters this Agreement for professional services with Traffic Control Devices, Inc., (hereinafter "Contractor"), and for the consideration hereinafter specified, the adequacy of which is acknowledged, the parties agree as follows:

1. Scope of Services. The Contractor is contractually bound to provide the following described professional services: Traffic Signal Maintenance. If Contractor was selected pursuant to a form of competitive procurement issued in writing, then the terms, conditions and contractual requirements with respect to IFB-12-2014 (hereinafter referred to as the "IFB") shall be incorporated herein by reference and the requirements of the RFP are fully incorporated and are binding.

With respect to the Scope of Services and services provided, Contractor is bound and agrees as follows:

a. All services rendered will be in compliance with the Contract, including any City issued RFP/competitive procurement specifications.

b. The services will be rendered in a good, workmanlike and professional manner of a quality required of like contractors or professionals in Florida when providing such service.

c. The services will be in compliance with all requirements of applicable local, state and federal laws.

d. If a professional license is required for any part of the service provided hereunder, then only licensed professionals whose licenses are in good standing under

Florida law shall provide such service, and all of such service shall be provided in a manner required by Florida law with respect to such licensure.

2. Consideration/Payment. For rendition of these services, the City agrees to pay the Contractor as follows: Net 30. Contractor's invoices shall be sufficiently detailed so that the City can identify reasonably the service provider or providers, dates of service, details regarding the service provided on specific dates, and if there is payment by hour, then each service shall be sub-billed in increments of six (6) minutes (.1 hour). Costs may be billed only if authorized, and shall be actual, incurred, and billed in detail by Contractor with the invoice. Backup documentation for all costs must be attached to the invoice or the cost item will not be payable. If travel and meals/lodging are reimbursable, then the state maximum for such travel expenses, including meals and lodging, shall be subject to the maximum limitations set out in Chapter 112, Florida Statutes, and there will be a requirement that any air travel will be payable only at the available coach rate.

3. Term of the Contract. This Contract is valid for 1 year subject to renewal options of 4 additional 1 year renewals at the sole discretion of the City. The Contract may be terminated sooner as follows:

a. The Contract may be terminated for material breach that is not of an emergency nature by the party not in breach issuing a written notice to the other identifying the alleged material breach or breaches of contract. The party receiving notice shall thereafter have thirty (30) days within which to cure the default or the Contract shall be deemed terminated. If the nature of the default is such that it may not be cured within thirty (30) days, then it is sufficient if the party receiving notice commences cure within said thirty (30) day cure period and works continuously thereafter with reasonable dispatch to complete the cure of the default.

b. City may terminate the Contract for any reason, including for its own convenience or without cause, by serving written notice of thirty (30) days on the Contractor. At the City's option, Contractor may continue to provide services during the thirty (30) day notice period or, will immediately remove its tools and personnel upon demand by the City. The City's sole obligation will then be to pay for Contractor's services rendered through the date of notice (directing removal from the project) or through the date of termination following the expiration of the thirty (30) day notice period, at the option of the City.

c. Contractor may terminate the Contract for any reason, including for its own convenience or without cause, by serving written notice of sixty (60) days on the City. The City's sole obligation will then be to pay for Contractor's services rendered through the date of notice (directing removal from the project) or through the date of termination following the expiration of the sixty (60) day notice period, at the option of the City, whichever date applies.

d. The Contract may be terminated immediately by notice by a party not in breach if the other party has committed a material breach that creates an emergency situation endangering the health, safety or welfare of persons or property.

e. Invoices are due and payable within forty-five (45) days after receipt of the invoice by the City. If the City fails to identify problems with an invoice as required by Florida's Prompt Payment Act and upon expiration of forty-five (45) days from City's receipt of an invoice the Contractor may thereafter serve a written demand for payment of the invoice. The City shall thereafter have fifteen (15) days to cure by making any required payment. If City fails to cure or identify deficiencies in

the billing which excuse payment, the Contractor may thereafter terminate the Contract by further notice.

4. Contractor's Indemnification and Hold Harmless. Contractor, its successors and assigns shall hold harmless and indemnify the City and its agents and employees from and against any and all claims, losses, damages, lawsuits or demands of any type whatsoever made by any third party arising out of or related to Contractor's performance of this Contract or any matter relating to the performance of work under this Contract or the work itself. Without limitation, this duty to indemnify and hold harmless will include all third party claims related in any manner to an allegation of deficient work or failure to perform work called for under this Contract resulting in injury or damage to person or property. Notwithstanding this provision, the duty to indemnify and hold harmless will not apply if the cause of the loss or damage is shown to be substantially the fault or responsibility of the City as a result of its negligence or the intentional wrongdoing or reckless and gross negligence of any agent or employee of the City acting within the course and scope of his or her employment/agency.

5. Required Insurance. Contractor shall have and shall maintain continuously throughout the term of this Contract the following required insurance coverages:

a. Commercial general liability: as stated in solicitation document.

b. Workers compensation insurance as required by law for all personnel.

c. Automobile/motor vehicle coverage: as stated in solicitation document.

d. Errors and omissions or professional liability insurance: as stated in solicitation document.

All insurance required shall be in a form and coverage acceptable to the City's Director of Risk Management. Contractor agrees to revise or replace such insurance as may be requested by the Director of Risk Management from time to time during the term of the Contract. Contractor shall allow all of its insurance documents to be reviewable upon request by the City. Contractor shall assign to the City all of its rights under its policies of insurance upon demand by the City.

Contractor shall provide certificates of insurance for its professional liability/errors and omissions, automobile/motor vehicle and commercial general liability coverages showing that the insurance is in effect and will not be canceled without notice to the City, and such policies/certificates shall name the City of Winter Park as an additional insured.

6. Miscellaneous.

a. City reserves all of its authority, rights and privileges of sovereign immunity, including without limitation those rights, privileges and limitations of liability in Section 768.28, Florida Statutes. This Contract shall not be interpreted in any manner to waive or limit the City's rights of sovereign immunity.

b. There are no third party beneficiaries to this Contract and only the City and Contractor shall have any rights that are enforceable under this Contract.

c. This Contract shall be binding upon all successors to the Contractor. Notwithstanding, this Contract may not be assigned without the prior express written permission of the City.

d. This Contract may not be amended except in writing approved in the manner required by the City's Code of Ordinances respecting contracts.

e. The exclusive venue and forum for resolution of any disputes arising out of or related to this Contract or the services provided hereunder shall mandatorily be in the court of appropriate jurisdiction in Orange County, Florida. The law of Florida shall apply with respect to the interpretation of the Contract and all rights and remedies of the parties to the Contract.

f. Any notice required or allowed by this Agreement shall be served by fax, email and express delivery or hand delivery showing the signature of the person to whom delivered as follows:

i. **Notice to the City:** Randy Knight, City Manager
City of Winter Park
401 Park Avenue South
Winter Park, FL 32789
Fax: 407- 691.6651
Email: rknight@cityofwinterpark.org

With a copy to: Usher L. Brown, Esquire, City Attorney
Brown, Garganese, Weiss & D'Agresta, P.A.
111 N. Orange Ave., Suite 2000
Orlando, FL 32801
Fax: 407-425-9596
Email: ulbrown@orlandolaw.net

ii. **Notice to Contractor:** _____
_____
_____
Fax: _____
Email: _____

With a copy to: _____
_____
_____
Fax: _____
Email: _____

g. Waiver of any default by a party shall not constitute a waiver of any future default.

h. Contractor had an opportunity to negotiate this Contract and seek advice of its counsel. Accordingly, in interpreting this Contract the court shall not apply the rule that the Contract should be construed against the drafter and instead will treat the Contract as if it was drafted by the parties equally.

i. No employee or agent of the City has any authority to modify or alter the terms of this Contract and Contractor is bound to know the limitations of the authority with each agent and employee of the City with whom it may deal. The Contractor is permitted to take direction consistent with the express terms of this Contract from the City Manager or designee, but such direction may not alter or vary the express written terms hereof without a subsequent formal written amendment to the Contract.

7. Time for Completion. Time is of the essence with respect to this Contract and Contractor shall promptly perform all work assigned in a good and workmanlike manner and shall complete the work on a timely basis. The City Manager or designee shall have the authority to issue a notice to proceed with respect to the services required hereunder. With respect to completion of work:

a. Contractor shall complete its work under this Contract on or before N/A.

b. If the work is assigned periodically, then the notice to proceed shall specify the completion date for the work assigned, and Contractor will agree to such completion date as may be stated in notices to proceed issued pursuant to the authority hereof.

c. If Contractor fails to achieve timely completion, City shall be damaged, but the parties agree that the actual amount of damages that would be suffered by a failure to achieve timely completion is unable to be determined at this time reasonably.

Therefore, the parties agree that for each day following the deadline for completion that Contractor is not completed with its work, City may assess liquidated damages in the amount of N/A dollars ($N/A) per day which may be set off against any monies otherwise due Contractor. The parties agree that this amount is not a penalty, but is a reasonable approximation of the damages that would be suffered in the future by the City in the event the Contractor fails to timely complete its work.

8. Retainage and Corrective Work. At the option of the City, it may withhold ten percent (10%) from each invoice payable to the Contractor as retainage to assure that the Contractor will complete the work and perform any corrective work. Upon tender of completion, the City shall have twenty (20) business days to identify any deficiencies in the work and Contractor agrees to promptly remedy and correct such matters, including completion of work identified as incomplete or insufficient.

9. Contractor May Not Alter These Terms. No purchase order, contract addendum or document of any type issued by Contractor will be acceptable and none of such will be allowed to amend or alter the requirements of this Contract and the competitive procurement referenced above. In the event such a document is issued by Contractor, it shall be null, void and of no effect.

10. Contractor's Warranty. Contractor warrants all of its work as good, workmanlike, sufficient, and compliant with the requirements of the Contract and all applicable laws and codes.

11. Effective Date. This Contract is effective on the date approved by the City Commission or signed by the Mayor/City Manager, whichever is the latest date.

CITY OF WINTER PARK

"CITY"

By: _____

Printed Name: Randy Knight/Kenneth Bradley

Title: City Manager/Mayor

Date: 10/29/14

Attest:

_____

Cindy Bonham, City Clerk

Date: 10/29/14

TRAFFIC CONTROL DEVICES, INC.

"CONTRACTOR"

By: _____

Printed Name: J.C. BREEDLOVE

Title: VICE PRESIDENT

Date: 10-16-14

Telephone 407.869.5300

Email: j.breedlove@tcd-usa.com

CONSENT AGENDA ITEM

#2

MEMORANDUM

TO: CFX Board Members

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

DATE: June 28, 2016

SUBJECT: Sprint Fiber Optic Reimbursement Agreement
Project No. 528-313

Sprint Communication Company L.P, is a tenant with its fiber optic cable occupying a conduit in CFX's duct bank along the north side of SR 528 within the project limits of the SR 528 Innovation Way Interchange Project. Sprint and CFX entered into an agreement on May 24, 2001, entitled "Fiber Optic Conduit License Agreement...". In FY 15-16 CFX received $689,166.97 in compensation from Sprint related to this Lease Agreement.

Article 14.04 of the Agreement addresses relocation of CFX's fiber optic conduit system and states in part that the "Authority reserves the right to relocate the License area to accommodate modifications to the Authority's Conduit System or to its tolled roadway system. However, such relocation shall be at the Authority's sole cost…".

SR 528/Innovation Way interchange construction, which began July 5, 2016, includes the required relocation of the CFX fiber optic duct system in order to accommodate the interchange. While in accordance with the Agreement, CFX has the obligation for the relocation of the Sprint fiber optic cable into the new duct location, Sprint has indicated a desire to perform the fiber optic cable relocation work themselves and be reimbursed by CFX.

Board approval is requested to enter into an agreement with Sprint for the not-to-exceed amount of $244,215.23 to reimburse Sprint for the cost of performing the Sprint fiber relocation. This amount accounts for Sprint's Cost Estimate of $212,361.07 and a 15% contingency which should be sufficient to cover most any unforeseen field conditions if they are encountered. Sprint will only be paid for the actual costs incurred as confirmed by CFX's representative on the Interchange construction project.

This project and these associated costs are included in the current Five-Year Work Plan.

Reviewed by: Joseph A. Berenis

Joseph A. Berenis, P.E.
Chief of Infrastructure

REIMBURSEMENT AGREEMENT
BETWEEN
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
SPRINT COMMUNICATIONS COMPANY L.P.

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into effective the last day of execution below, by and between Sprint Communications Company L.P., a Delaware limited partnership, and its successors and assigns (hereinafter referred to as "Sprint"), whose mailing address is 6391 Sprint Parkway, Overland Park, Kansas 66251, Mail Stop: KSOPHT0101-Z2040, and who is registered and authorized to conduct business in the State of Florida, and Central Florida Expressway Authority (hereinafter referred to as "CFX") as successor to OOCEA whose mailing address is 4974 ORL Tower Rd. Orlando, FL 32807.

BACKGROUND:

A. On or about May 31, 2001, Sprint and CFX entered into that certain Fiber Optic Conduit License Agreement (the "License Agreement"), as amended, by which Sprint was granted a license to install fiber optic cable owned and maintained by Sprint in CFX's conduit located within a defined license area along the north side of State Road (SR) 408 near the Delaney Avenue exit, going easterly to SR 417, continuing southerly on the east side of SR 417 to SR 528, then continuing easterly on the north side of SR 528 to Dallas Boulevard; and,

B. CFX desires to construct new on/off ramps at Innovation Way along SR 528 (Beachline) on the route of the CFX right of way ("Project"). Sprint owns fiber optic cable and other equipment within the aforementioned right of way as a result of a License Agreement with CFX; and,

C. As a result of the construction for the Project, it is necessary for Sprint to relocate approximately 19,705 linear feet of fiber optic cable, in accordance with and as more particularly described in the attached **Exhibit A** ("Scope of Work") incorporated herein; and,

D. In accordance with section 14.04 of the License Agreement, CFX has the right to relocate Sprint's fiber optic cable upon 120-days written notice to Sprint; and,

E. The parties hereto agree that it is in their mutual best interest to have Sprint protect and relocate its fiber optic cable; and,

F. Sprint, under the terms hereinafter stated, is willing to relocate its fiber optic cable and equipment within the CFX right of way, and to accommodate CFX's work if CFX reimburses Sprint for all of its actual costs, both direct and indirect, in making the modifications.

AGREEMENT

In consideration of the promises and mutual covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which is acknowledged, Sprint and CFX agree as follows:

1. The recitals under the Background heading above are true and correct and incorporated herein by reference.

2. Sprint will perform the necessary installation work in accordance with the attached **Exhibit A** ("Relocation Work") subject to the terms and provisions of this Agreement. CFX agrees that **Exhibit A** accurately represents the Scope of Work requested of Sprint.

3. Sprint agrees to coordinate all work hereunder with CFX and CFX agrees that it shall, at its own expense, inspect any construction by Sprint hereunder, to assure itself that Sprint work is being performed in accordance with the Scope of Work and in compliance with the needs of CFX. Sprint further agrees that, excluding delays that are not reasonably within Sprint's control, Sprint shall substantially complete the permanent relocation of the fiber optic cable as quickly as reasonably possible and in no event later than 81 days after receipt of the CFX's notice requiring Sprint to perform the permanent relocation.

4. CFX will bear and be responsible for and pay in accordance herewith all direct and indirect costs incurred by Sprint relating to the Relocation Work, including, but not limited to, labor, materials, construction, damages, administrative overhead, engineering review work, taxes and legal fees.

5. The total cost of the Work is estimated to be **Two Hundred Twelve Thousand Three Hundred Sixty-One and 07/100s ($212,361.07)**, as set forth in **Exhibit A**. Final actual costs may be more or less than the estimate, which will not be construed as a limitation of costs for the Relocation Work. Sprint will promptly provide notice to CFX if it becomes obvious to Sprint that the final actual costs will exceed the estimate by more than fifteen percent (15%).

6. Within a reasonable period of time after Sprint pays all of the invoices associated with the Relocation Work and the as-built drawings are complete, Sprint will furnish an accounting of final actual costs and provide CFX an invoice of the same. CFX must pay the full amount of such invoice within thirty (30) days after receipt. Payments shall be sent to:

UMB Bank
Sprint
P.O. Box 871197
Kansas City, MO 64187

7. All operations and work performed by CFX above or adjacent to the fiber optic cable location must be performed in a workmanlike and safe manner and in conformance with

all applicable industry standards and government regulations, and in accordance with any restrictions and conditions that may be imposed by Sprint from time to time. Inasmuch as work on the Project is located in areas of the right-of-way that do not conflict with the location of Sprint's fiber optic cable, CFX shall be permitted to proceed with its work on the Project during the relocation process. However, CFX shall coordinate its work schedule on the Project with Sprint's schedule.

8. Exclusive of Saturday, Sunday and legal holidays, notice must be given to Sprint by CFX, at least 48 hours in advance of commencement of any work on or adjacent to the fiber optic cable. The notice shall be given to Sprint at telephone number 1-800-521-0579.

9. Insofar as it legally may, each party agrees to indemnify, defend, and hold the other party, its officers directors, agents and employees harmless from all loss, claims, liability and costs incurred by the indemnified party, including, without limitation, losses resulting from claims for damages to property or injuries to or death of persons, judgments, court costs and attorneys' fees, which arise out of or are claimed to have arisen out of the acts or omissions of the indemnifying party, its contractors, subcontractors, representatives, agents, or employees with respect to the Project, including, but not limited to, the construction, maintenance, presence on the right of way, or other operations or activities of indemnifying party. Nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes. All of CFX's obligations under this indemnity clause are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

12. It is expressly understood by the parties that this Agreement does not modify the respective rights of the parties hereto pursuant to the License Agreement as amended by paragraph 2 above.

13. It is expressly understood by the parties that there is a shortage in the availability of fiber optic cable due a reduction in supply. Sprint shall not be held responsible for Project delays due to delays in the availability of fiber optic cable or other components.

14. Except as otherwise specifically provided in this Agreement, neither party shall be in default under this Agreement if and to the extent that any failure or delay in a party's performance of one or more of its obligations hereunder, excepting CFX's obligation to make payments required hereunder, is caused by any of the following conditions, and such party's performance of such obligation or obligations shall be excused and extended for and during the period of any such delays: unforeseen act of God; fire; flood; fiber, cable, conduit or other material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefore; lack of or delay in transportation not resulting from the responsible party's act or omission to act; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder; any other cause beyond the reasonable control of such party (each a "Force Majeure Event"). The

party claiming relief of a Force Majeure Event must promptly notify the other in writing of the existence of the event relied on and the cessation or termination of the event.

15. With the exception of the License Agreement, this Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the fiber optic cable modification work by and between Sprint and CFX.

16. The terms of this Agreement shall be binding and inure to the benefits of the parties hereto and their successors and assigns.

17. Notwithstanding anything to the contrary contained herein, Sprint will not be required to perform any cable modification work contemplated by this Agreement during the period of November 15th of any year through January 2nd of the following year.

The parties have caused this Agreement to be executed by their proper duly authorized officials as of the dates indicated below. This Agreement was approved by the CFX's Board of Directors at its meeting on July 14, 2016.

[SIGNATURES TO FOLLOW]

SPRINT COMMUNICATIONS COMPANY L.P.

BY:_____

TITLE:_____

DATE:_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the state, under the laws of the State of Florida

By: _____
Welton Cadwell, Chairman

Date: _____, 2016

APPROVED AS TO FORM AND LEGALITY for the use and reliance by the Central Florida Expressway Authority only.

By: _____

ATTEST:

_____
Darleen Mazzillo, Executive Secretary

EXHIBIT A

SCOPE OF WORK AND COST ESTIMATE

PID: 92766E88
FL Orlando SR 528 & Innovation Way

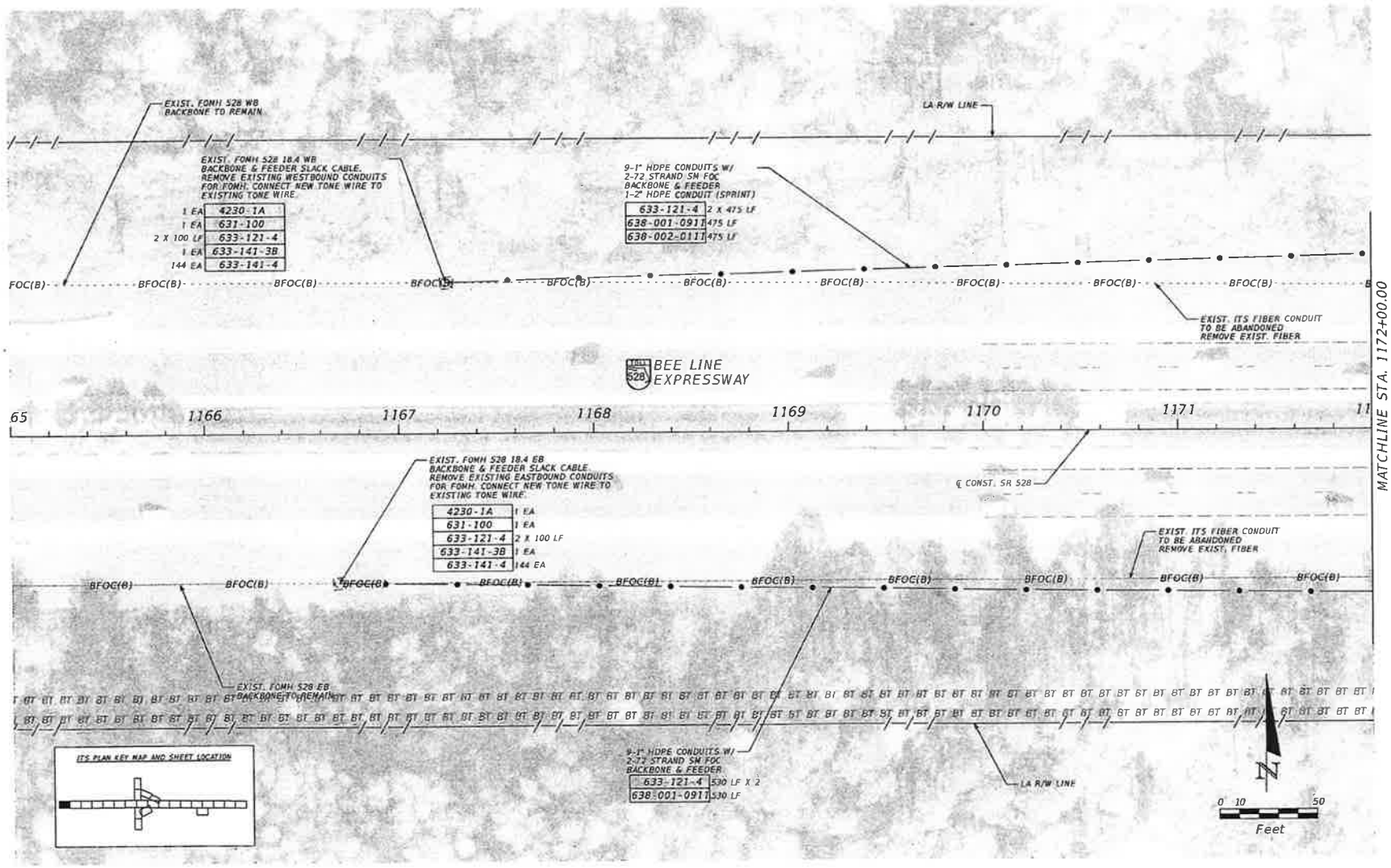
06/02/2016

The Scope of Work for this project is the relocation of approximately 19,705 Feet of 108 FOC due to construction of New On/ Off Ramps at Innovation Way on SR 528 (Beeline) to a new permanent location to avoid conflict. 19,705 Feet will be placed in new & existing duct leased from CFX (Central Florida Expressway) and approx. 7,927 LF of new 1" HDPE – SDR 11 conduit will be placed to accommodate 108F from existing Splice Points. 9,713 LF will be placed in existing 1-inch conduit leased from CFX (Central Florida Expressway). CFX will build the 7,927 LF new conduit run. This project is 100% reimbursable from CFX (Central Florida Expressway). The project is located on as-built numbers: 246-00-000-885-00018-1of 1 to 00041-1 of 1.

Sprint Material	$35,587.49
Sprint Labor	$11,383.50
Contract Material	$5,689.84
Contract Labor	$81,254.98
Contract Splicing Labor	$7,500.00
Engineering & Inspector Labor	$67,800.00
PROJECT TOTAL	$209,215.81
G & A Rate of 27.63%	$3,145.26
Grand Total	$212,361.07

Plus 15% as per Agreement

PLANS TO FOLLOW



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

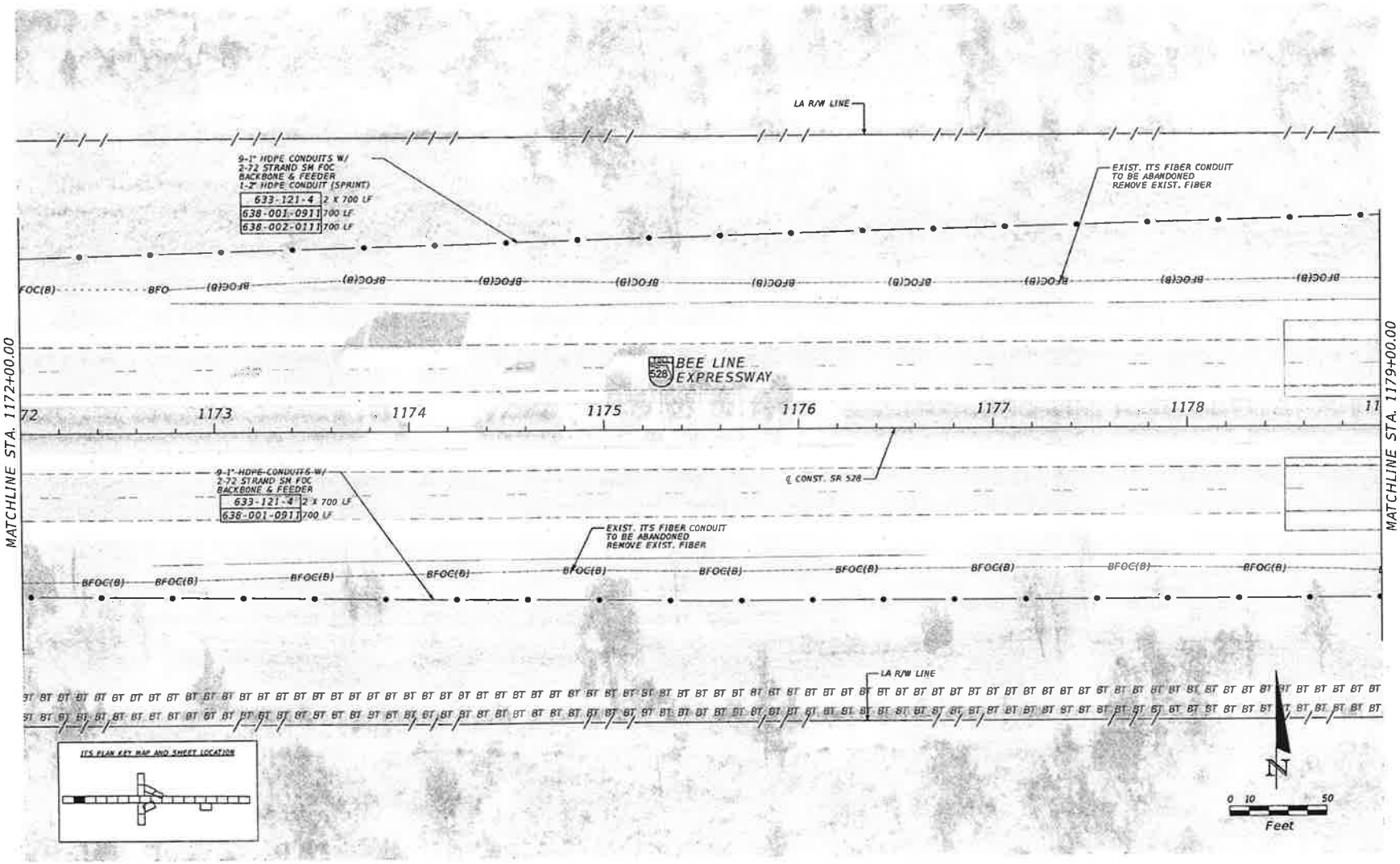
Venasse Hangen Brustlin, Inc.
Transportation, Land Development, Environmental Services
225 E. Robinson St., Suite 300
Landmark Center Two
Orlando, FL 32801 (407 1839-4006
Certificate of Authorization # 3932
Erik Spillmann, P.E.
PE # 58771

CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
ROAD NO.	PROJECT NO.
SR 528	528-313

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ITS PLAN SHEET

SHEET NO. F0-9



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

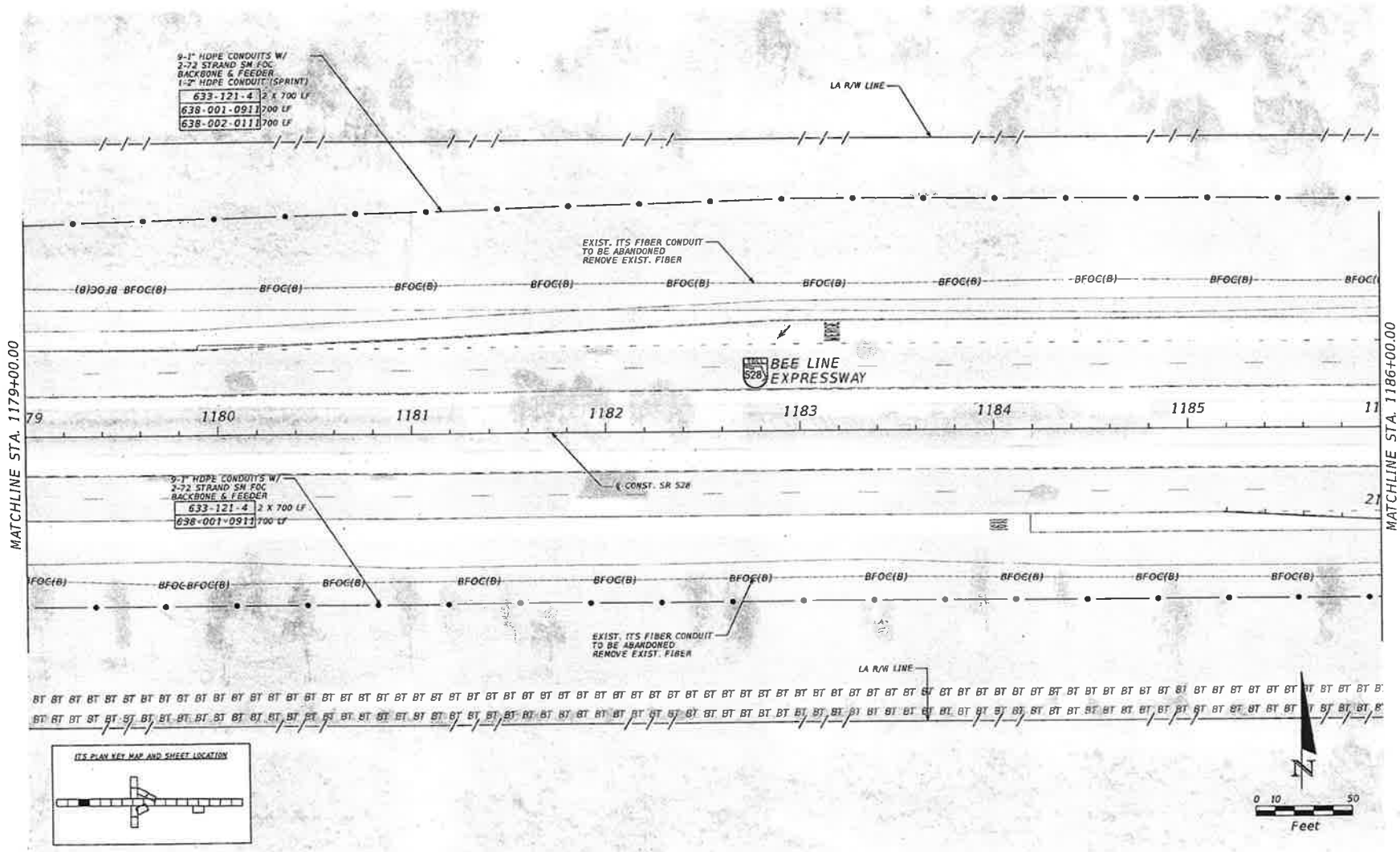
Vanasse Hangen Brustlin, Inc.
Transportation, Land Development,
Environmental Services
225 E. Robinson St., Suite 300
Landmark Center Two
Orlando, FL 32801 (407)839-4006
Certificate of Authorization # 3932
Erik Spillmann, P.E.
PE # 58771

CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
ROAD NO.	PROJECT NO.
SR 528	528-313

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ITS PLAN SHEET

SHEET NO.
F0-10



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Vanasse Hangen Brustlin, Inc.
Transportation, Land Development,
Environmental Services
225 E. Robinson St., Suite 300
Landmark Center Two
Orlando, FL 32801 (407) 839-4006
Certificate of Authorization # 3932
Eric Spillmann, P.E.
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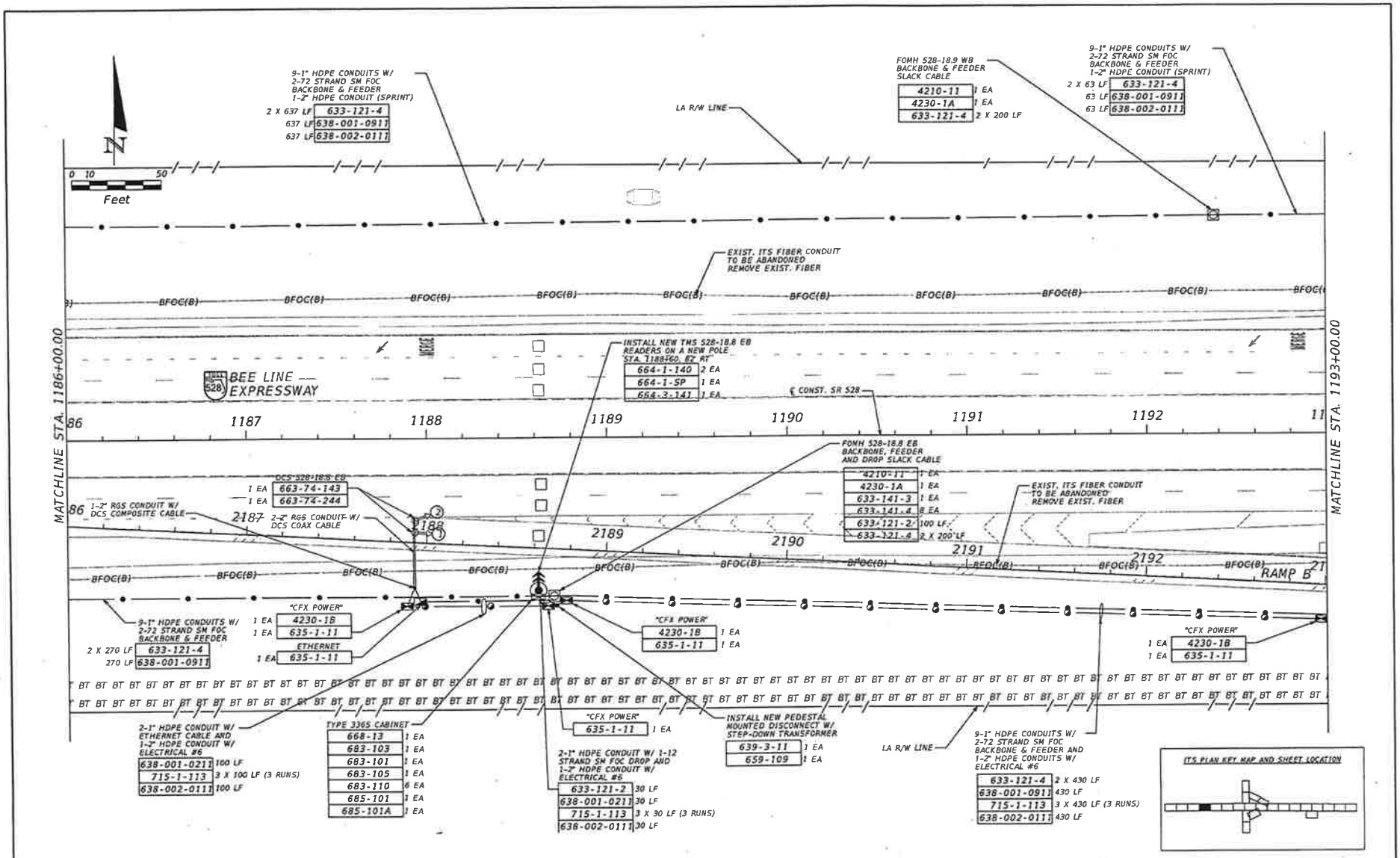
CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
ROAD NO.	PROJECT NO.
SR 528	528-313

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ITS PLAN SHEET

SHEET NO.

F0-11



REVISIONS			
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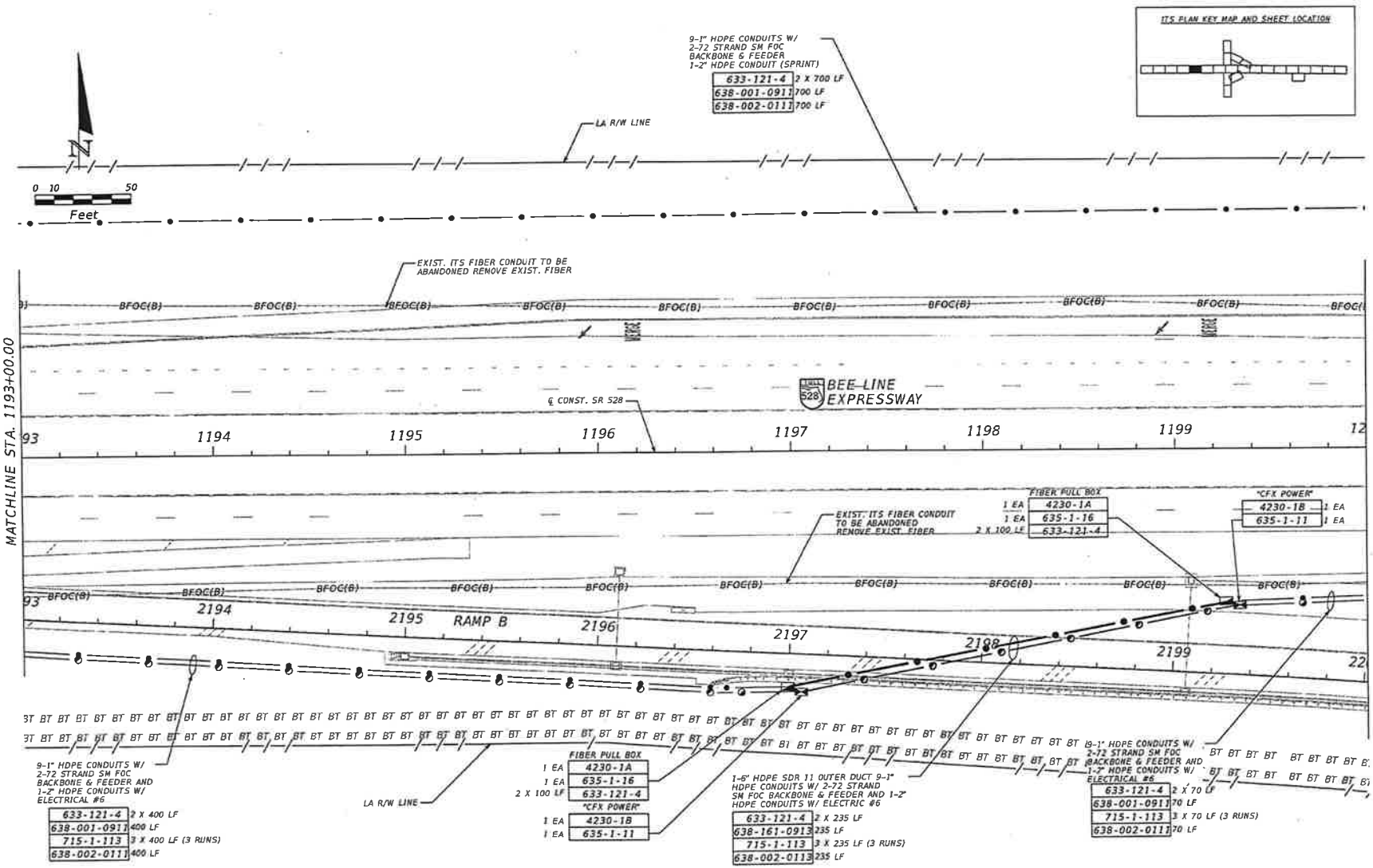
Vanasse Hangen Brustlin, Inc.
Transportation, Land Development, Environmental Services
225 E. Robinson St., Suite 300
Landmark Center Two
Orlando, FL 32801 (407) 839-4006
Certificate of Authorization # 3932
Erik Spillmann, P.E.
PE # 58771

CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
ROAD NO.	PROJECT NO.
SR 528	528-313

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ITS PLAN SHEET

SHEET NO. F0-12



REVISIONS			
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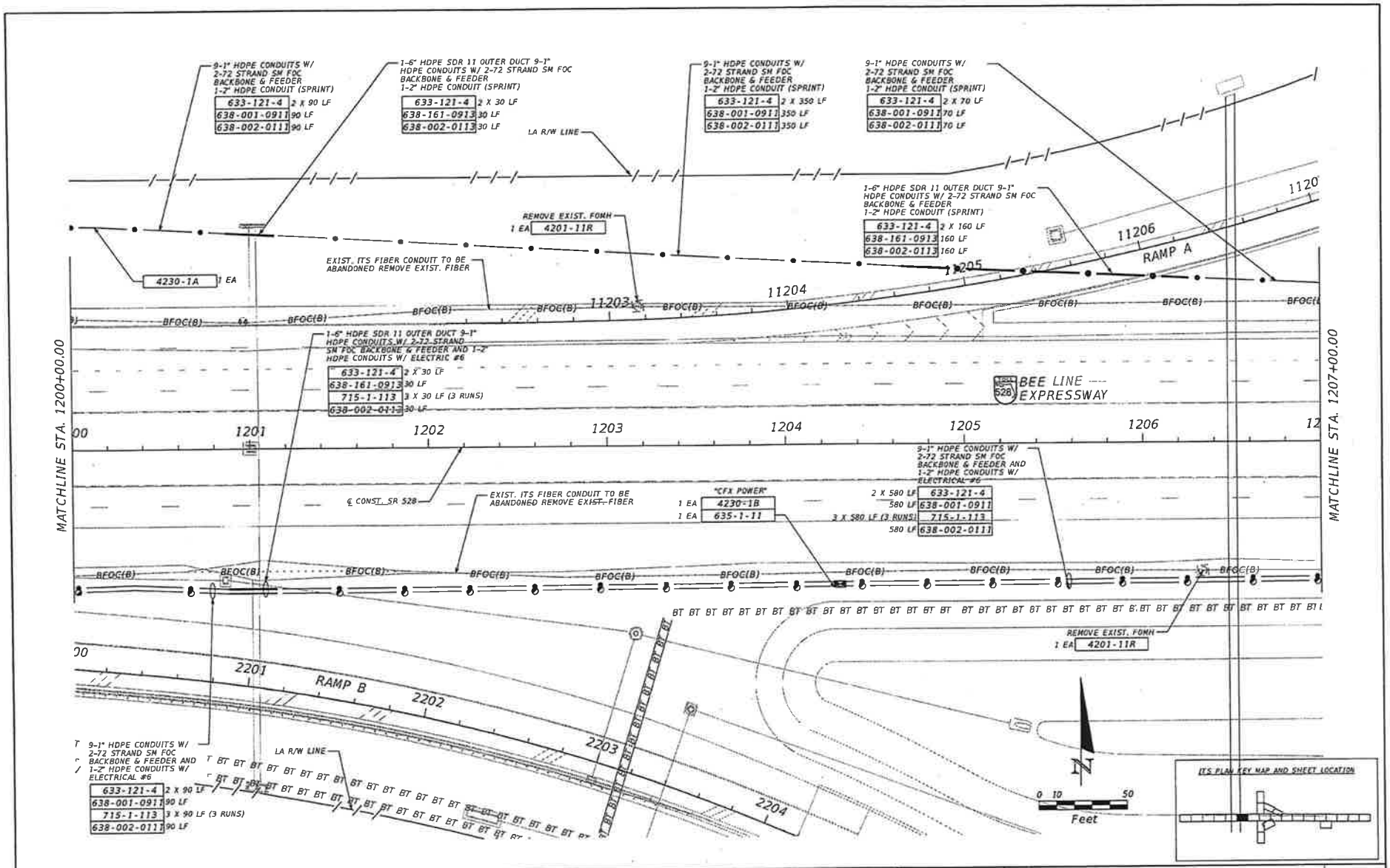
Vanasse Hangen Brustlin, Inc.
Transportation, Land Development, Environmental Services
225 E. Robinson St., Suite 300
Landmark Center Two
Orlando, FL 32801 (407) 839-4006
Certificate of Authorization # 3932
Eric Spillmann, P.E.
PE # 54771

CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
ROAD NO.	PROJECT NO.
SR 528	528-313

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ITS PLAN SHEET

SHEET NO. F0-13



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DATE	DESCRIPTION	DATE	DESCRIPTION

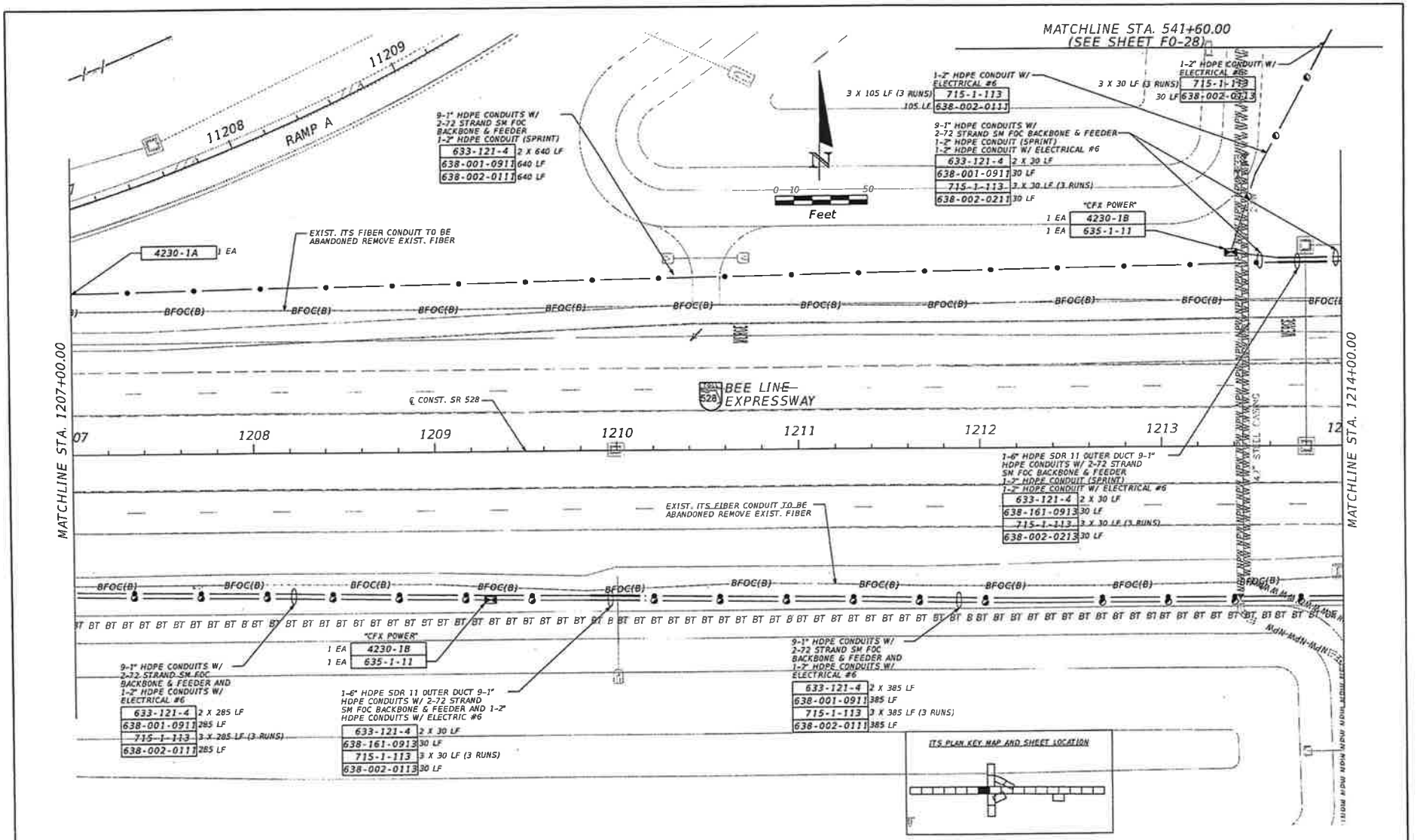
Vanasse Hangen Brustlin, Inc.
Transportation, Land Development, Environmental Services
225 E. Robinson St., Suite 300
Landmark Center Two
Orlando, FL 32801 (407 1839-4006
Certificate of Authorization # 3932
Erik Spillmann, P.E.
PE # 58771

CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
ROAD NO.	PROJECT NO.
SR 528	528-313

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ITS PLAN SHEET

SHEET NO. F0-14



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

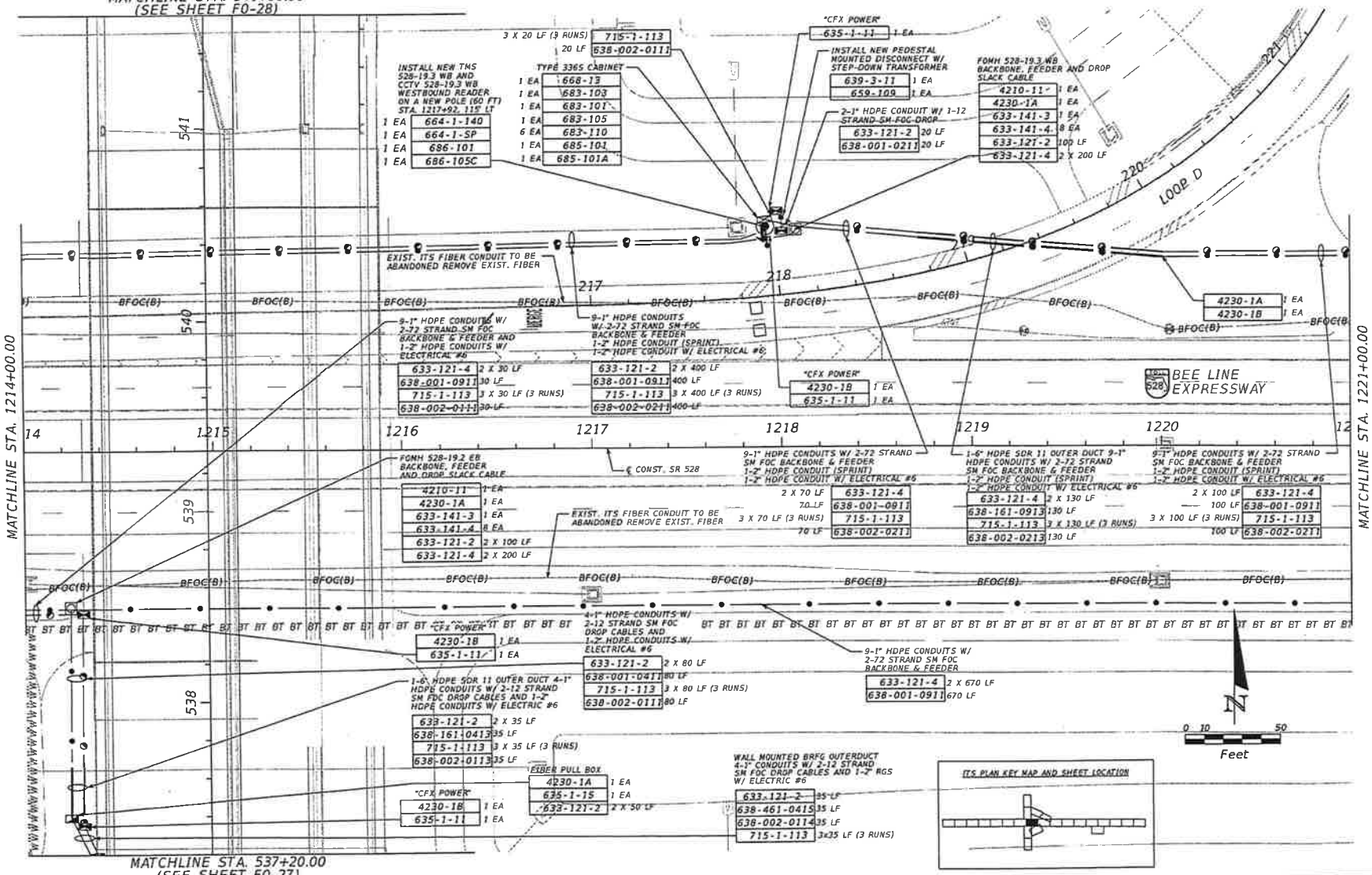
Vanasse Hangen Brustlin, Inc.
Transportation, Land Development, Environmental Services
225 E. Robinson St., Suite 300
Landmark Center Two
Orlando, FL 32801 (407)839-4006
Certificate of Authorization # 3932
Eric Sallmann, P.E.
PE # 58771

CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
ROAD NO.	PROJECT NO.
SR 528	528-313

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ITS PLAN SHEET

SHEET NO. F0-15



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DATE	DESCRIPTION	DATE	DESCRIPTION

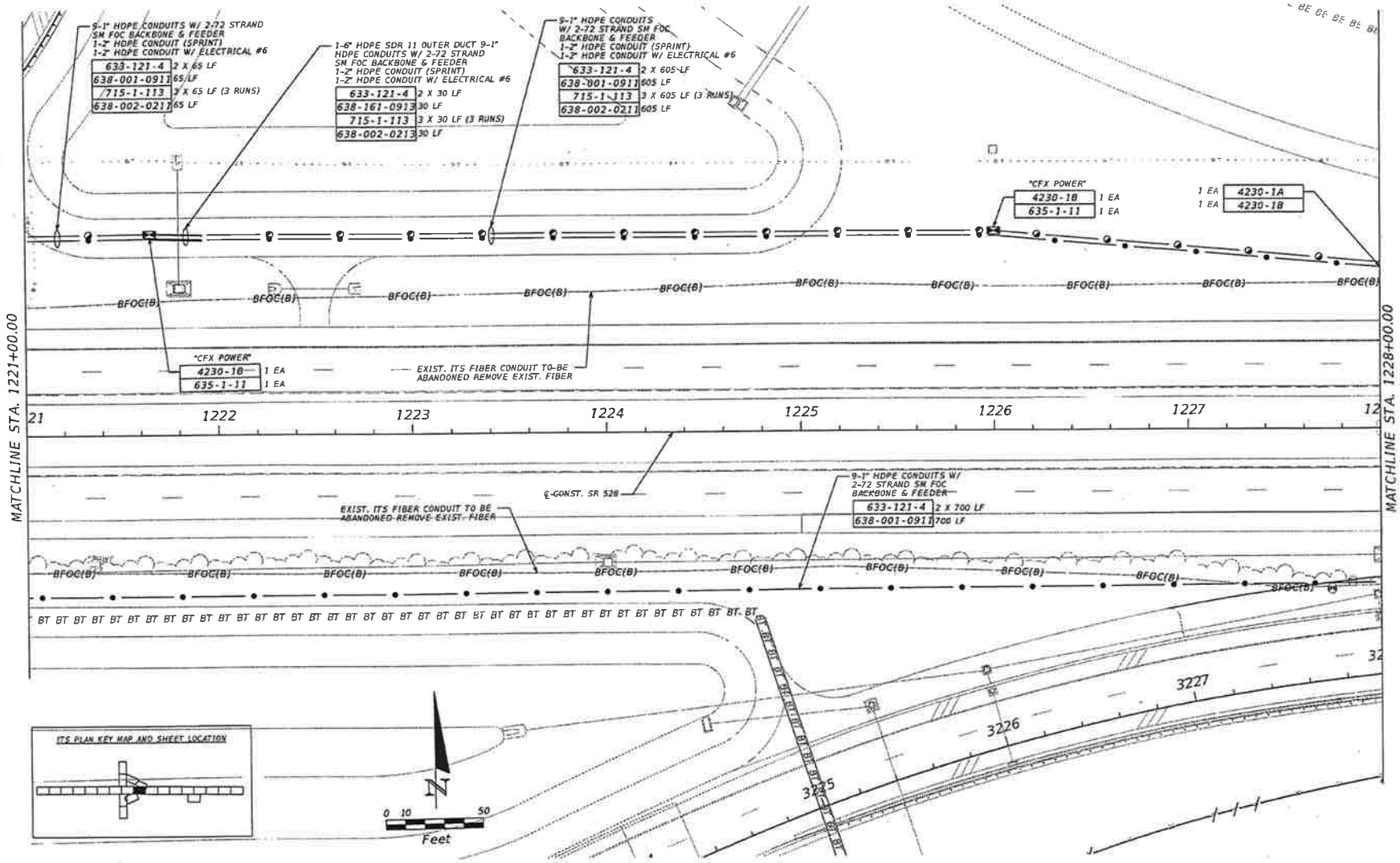
Vanasse Hangen Brustlin, Inc.
Transportation, Land Development, Environmental Services
225 E. Robinson St., Suite 300
Landmark Center Two
Orlando, FL 32801 (407) 839-4006
Certificate of Authorization # 3932
Eric Sallmann, P.E.
PE # 58771

CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
ROAD NO.	PROJECT NO.
SR 528	528-313

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ITS PLAN SHEET

SHEET NO. F0-16



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

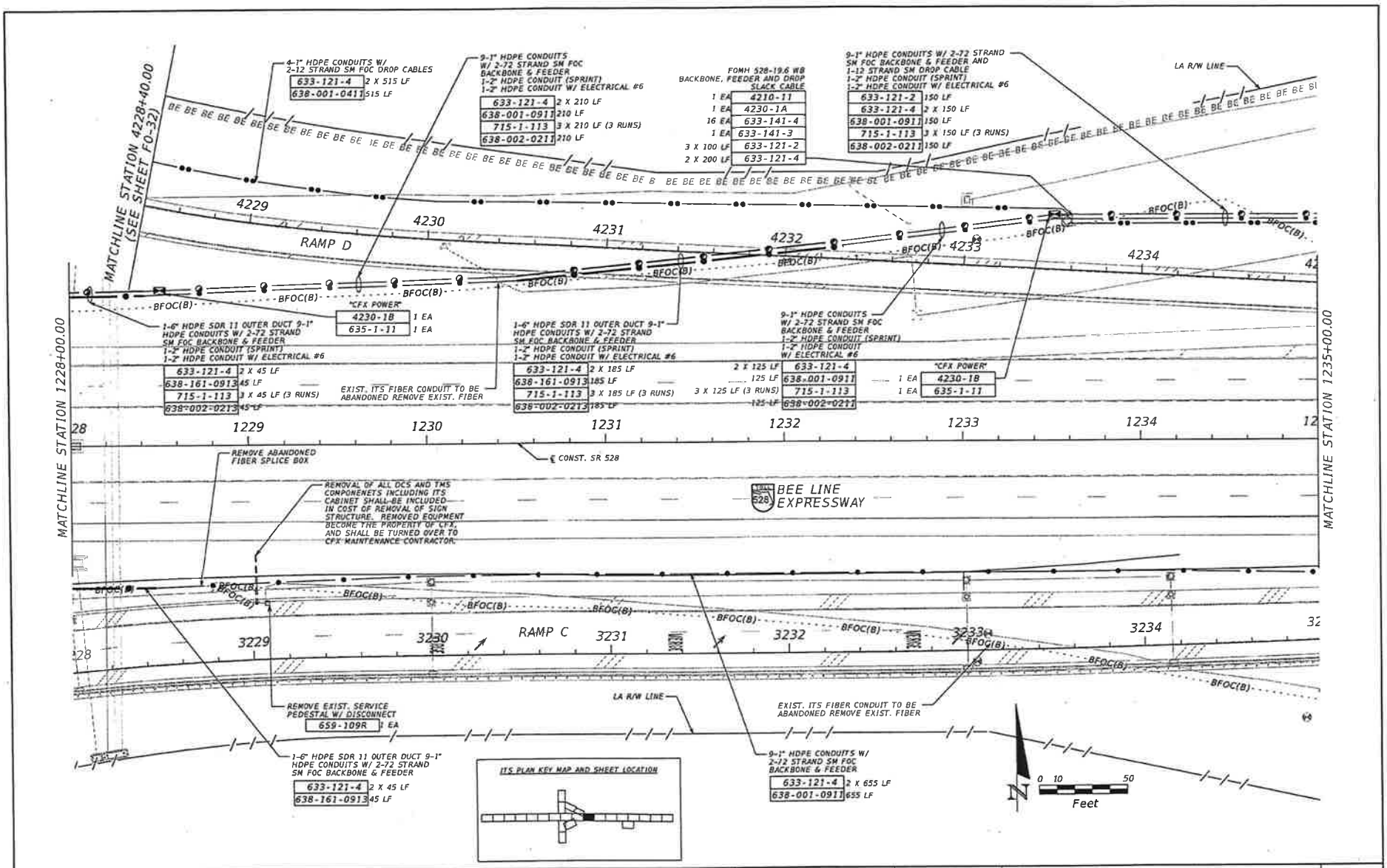
Vanasse Hangen Brustlin, Inc.
Transportation, Land Development, Environmental Services
225 E. Robinson St., Suite 300
Landmark Center Two
Orlando, FL 32801 (407) 839-4006
Certificate of Authorization # 3932
Eric Spitzmann, P.E.
PE # 58771

CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
ROAD NO.	PROJECT NO.
SR 528	528-313

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ITS PLAN SHEET

SHEET NO. F0-17



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DATE	DESCRIPTION	DATE	DESCRIPTION

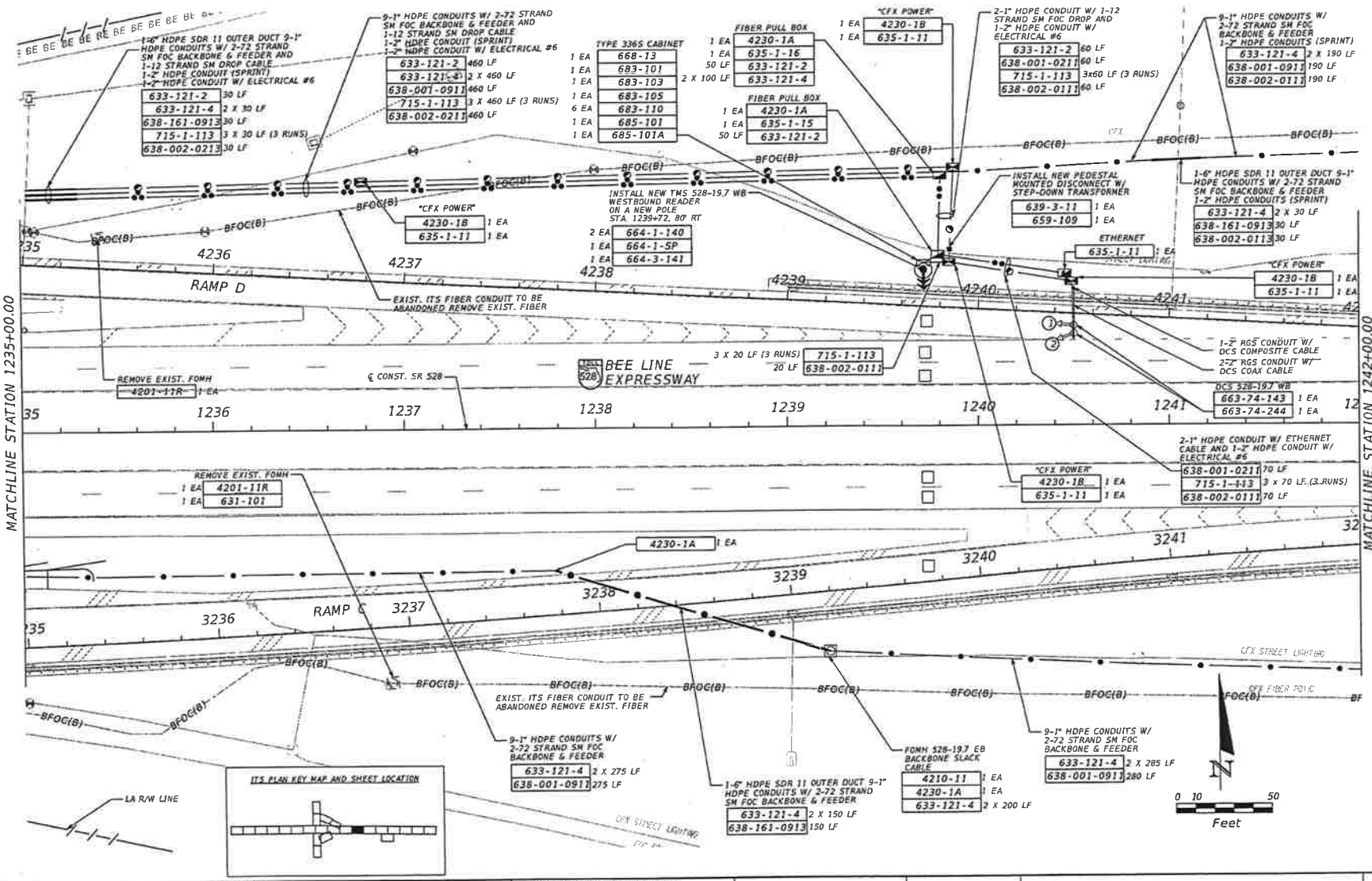
Venezia Hangen Brustlin, Inc.
Transportation, Land Development, Environmental Services
225 E. Robinson St., Suite 300
Landmark Center Two
Orlando, FL 32801 (407) 839-4006
Certificate of Authorization # 3932
Erik Spillmann, P.E.
PE # 58771

CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
ROAD NO.	PROJECT NO.
SR 528	528-313

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ITS PLAN SHEET

SHEET NO. F0-18



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

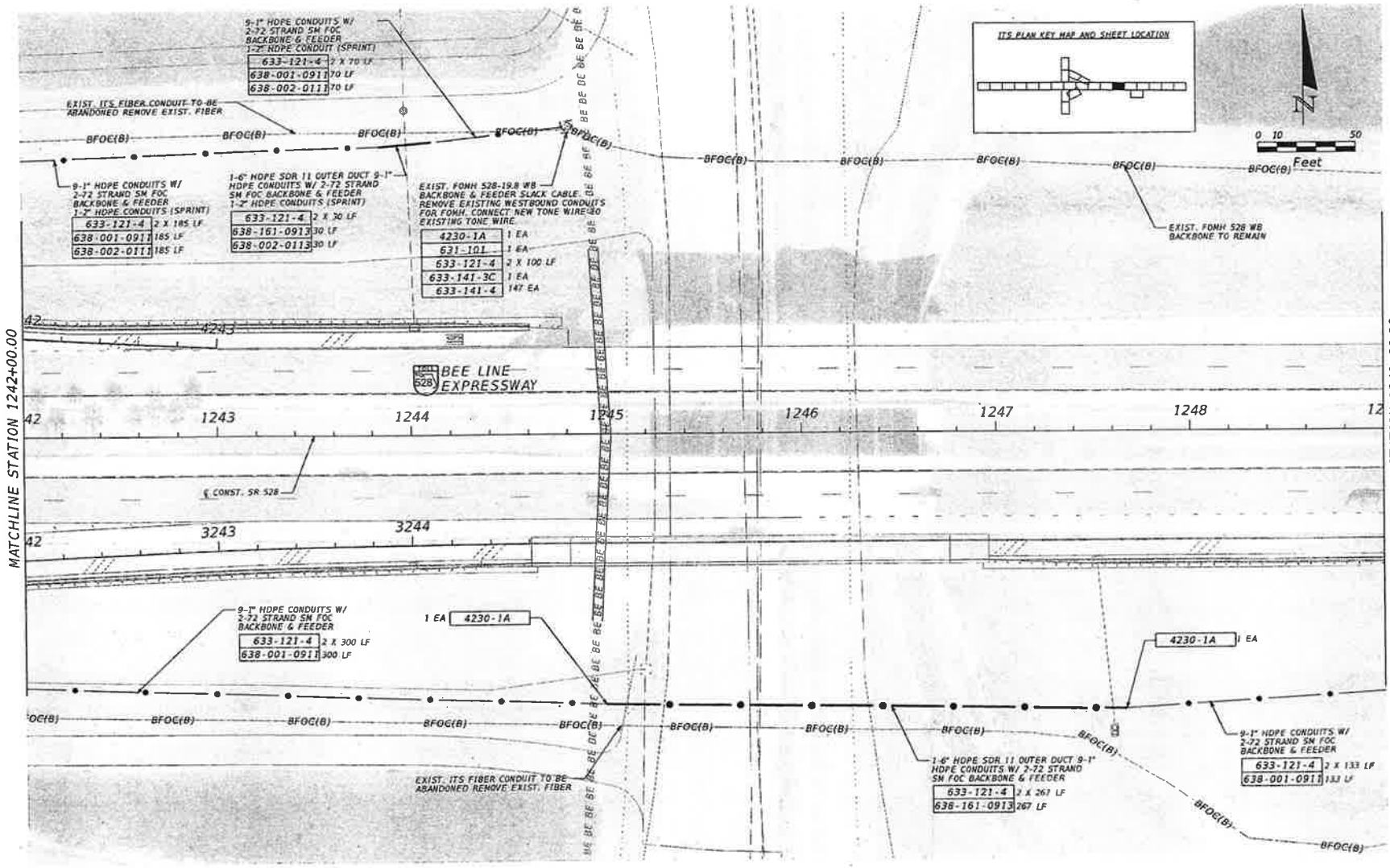
Vanasse Hangen Brustlin, Inc.
Transportation, Land Development, Environmental Services
225 E. Robinson St., Suite 300
Landmark Center Two
Orlando, FL 32801 (407) 839-4006
Certificate of Authorization # 3932
Erik Sellmann, P.E.
PE # 58771

CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
ROAD NO.	PROJECT NO.
SR 528	528-313

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ITS PLAN SHEET

SHEET NO. F0-19



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Vanasse Hangen Brustlin, Inc.
Transportation, Land Development, Environmental Services
225 E. Robinson St., Suite 300
Landmark Center Two
Orlando, FL 32801 (407) 839-4006
Certificate of Authorization # 3932
Erik Sallmann, P.E.
PE # 58771

CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
ROAD NO.	PROJECT NO.
SR 528	528-313

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ITS PLAN SHEET

SHEET NO. F0-20

CONSENT AGENDA ITEM

#3

MEMORANDUM

TO: CFX Board Members

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

DATE: July 6, 2016

SUBJECT: Agreement relating to Indenture
w/ Sprint Communications Company L.P.

Sprint Communication Company L.P and CFX are parties to an Indenture dated July 23, 1984. In accordance with the Indenture, four (4) conduits were installed, two (2) for Sprint's use and two (2) for CFX's use, thereby creating a joint Sprint/CFX duct bank along a portion of SR 528. Further defined in the Indenture, Sprint is obligated at its cost, to relocate the Sprint/CFX duct bank in order to accommodate CFX's improvements to SR 528. Sprint currently occupies one of four conduits, the other three are vacant at this time.

Several segments of the Sprint/CFX duct bank are in conflict with the SR 528/ Innovation Way Interchange Project and SR 528 Econlockhatchee River Bridge Replacement Project.

With this Agreement, Sprint will be permitted to temporarily relocate only their one occupied conduit where it conflicts with the SR 528 Innovation Way Project and will, at an impending date, replace/relocate all four (4) conduit into the All Aboard Florida duct bank when constructed by All Aboard Florida at no cost to CFX. This Agreement, most importantly, provides a limitation on the amount of time that Sprint can delay the ultimate replacement/relocation of the Sprint/CFX duct bank in the event that the All Aboard Florida Project does not timely proceed or never proceeds at all.

Board approval is requested to modify the Indenture to provide limited and interim relief to permit Sprint to temporarily relocate one (1) occupied conduit and allow additional time to relocate the complete duct bank due to the timing of the All Aboard Florida Project.

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

Agreement

THIS AGREEMENT ("**Agreement**") is made and entered into and effective this ___ day of _____, 2016 (the "**Effective Date**"), by and between Sprint Communications Company L.P., a Delaware limited partnership authorized to conduct business in the State of Florida, and its successors and assigns ("**Sprint**") and Central Florida Expressway Authority, a body politic and corporate and agency of the State of Florida ("**CFX**").

BACKGROUND:

A. CFX and Sprint are successors in interest to a certain Indenture dated July 23, 1984, by and between the Orlando/Orange County Expressway Authority and GTE Sprint Communications Corporation (the "**Indenture**"). A true and correct copy of the Indenture is attached hereto as **Exhibit "A"**.

B. In accordance with the Indenture, Sprint installed two (2) 2" I.D. PVC conduits for its installation, use, operation and maintenance of Sprint's fiber optic cable facilities and related equipment within the Easement Area (sometimes collectively referred to herein as the "**Sprint Facilities**"). Sprint also installed two (2) additional 2" I.D. PVC conduits for CFX's installation, use, operation and maintenance of CFX's communications facilities and related equipment within the Easement Area (the "**CFX Facilities**").

C. CFX is constructing a new interchange and related improvements along State Road 528/ Martin Andersen Beachline Expressway at Innovation Way in Orange County, and CFX is replacing a vehicular bridge across the Econlockhatchee River (collectively, the "**CFX Improvements**"), which conflict with the Sprint Facilities and the CFX Facilities.

D. All Aboard Florida – Operations, LLC, a Delaware limited liability company ("**All Aboard Florida"**) is in the design phase of a project to build an inter-city passenger rail line within CFX right of way between Orlando and Cocoa ("**All Aboard Florida Project**"), which will conflict with the Sprint Facilities and the CFX Facilities in certain locations.

E. The CFX Improvements and the All Aboard Florida Project are independent projects which are not contingent upon the happening of one for the other to occur.

F. The Sprint Facilities and the CFX Facilities are vacant and unoccupied between S.R. 528 Sta. 1394+60.00 and Sta. 1439+30.00, where they conflict with the work to be done to replace the Econlockhatchee River Bridge ("**Econlockhatchee Conflict**"). CFX has not leased the CFX Facilities to any third parties at the Econlockhatchee Conflict.

G. Sprint occupies one of its two conduits between S.R. 528 Sta. 1178+00.00 and Sta. 1276+00.00, but its other conduit is currently vacant at the S.R. 528/Innovation Way Interchange. Both of the CFX conduits at the S.R. 528/ Innovation Way Interchange are currently vacant ("**Innovation Way Conflict**"). CFX has not leased the CFX Facilities to any third parties at the Innovation Way Conflict.

H. Sprint disclosed to CFX that All Aboard Florida is responsible for the payment or reimbursement of Sprint's costs to relocate the Sprint Facilities and the CFX Facilities to a duct bank (the "**AAF Duct Bank**") All Aboard Florida is constructing within another portion of the right of way of S.R. 528/Martin B. Andersen Beachline Expressway in conjunction with the All Aboard Florida Project.

I. Because the All Aboard Florida Project may be constructed after the CFX Improvements, CFX is willing to delay Sprint's relocation of the vacant Sprint Facilities and the CFX Facilities until the AAF Duct Bank has been completed, or such other time as set forth herein, in order to conserve financial resources and materials. In addition, Sprint will relocate its occupied Sprint Facilities as set forth herein.

J. The parties wish to memorialize the understanding and agreements among themselves with respect to the relocation of the Sprint Facilities and the CFX Facilities as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and other good and valuable consideration; the receipt and sufficiency of which is acknowledged, Sprint and CFX agree as follows:

1. All of the recitals set forth above are true and accurate and are hereby incorporated by this reference.

2. The Indenture requires Sprint to relocate the Sprint Facilities and the CFX Facilities at Sprint's cost to accommodate projects such as the CFX Improvements, as long as CFX has not leased its conduits to anyone other than a governmental entity. It is the intent of the parties that they will each fully cooperate with the other and that Sprint shall make such changes and relocations as may be necessary to accomplish CFX's purposes and further, CFX will cooperate with Sprint to the end that such changes and relocations shall be held to the minimum necessary to accomplish CFX's purposes, thereby causing a minimum of disturbance to the Sprint's system.

3. All Aboard Florida has notified Sprint and CFX that the All Aboard Florida Project will conflict with the Sprint Facilities and the CFX Facilities in various locations. As a result, Sprint disclosed to CFX that All Aboard Florida has agreed to pay for the relocation of the Sprint Facilities and the CFX Facilities where such conflicts exist, including the Econlockhatchee Conflict and the Innovation Way Conflict.

4. Accordingly, Sprint plans to relocate all of the Sprint Facilities and CFX Facilities into the AAF Duct Bank at All Aboard Florida's sole cost and expense within CFX right of way to avoid conflicts with the All Aboard Florida Project and the CFX Improvements.

5. The All Aboard Florida Project schedule has not yet been finalized.

6. CFX desires to proceed with the CFX Improvements immediately, which require the relocation of the Sprint Facilities and the CFX Facilities due to the Econlockatchee Conflict and the Innovation Way Conflict.

7. Sprint and CFX recognize that relocating vacant facilities which would be subject to a further relocation to the AAF Duct Bank in the near future to accommodate the All Aboard Florida Project would be an inconvenience and an unnecessary expense and would not further the purposes of the parties or the public interest.

8. Recognizing that Sprint does not wish to reduce its presence in the area, Sprint will temporarily relocate one of its two conduits located at the Innovation Way Conflict, in accordance with the plans and schedule that have been agreed upon between CFX and Sprint.

9. Sprint shall submit CFX's form of Right of Way Application and construction plans to CFX for CFX's approval before Sprint's work in the CFX right of way can commence.

10. Upon Sprint's installation and testing of the new conduit, fiber optic lines and related equipment, Sprint will perform a "hot cut" to convert service to the new facilities. Sprint will then provide notice to CFX that the existing Sprint Facilities (including both conduits) and the existing CFX Facilities may be removed at the Innovation Way Conflict and the Econlockhatchee Conflict. CFX may subsequently remove the existing Sprint Facilities and CFX Facilities at its cost.

11. The parties agree that Sprint's obligation to install the replacement CFX Facilities and the remaining Sprint conduit at the Econlockhatchee Conflict and the Innovation Way Conflict shall be delayed until the earlier of: (i) completion of the All Aboard Florida Project; or (ii) two (2) years following the completion of the replacement of the Econlockhatchee Bridge and construction of the Innovation Way Interchange (the

"Tolling Period"). The parties may further extend the Tolling Period by mutual written agreement. Furthermore:

a. If the All Aboard Project proceeds within two years following the Effective Date of this Agreement, then Sprint shall relocate the Sprint Facilities and the CFX Facilities to the AAF Duct Bank constructed by All Aboard Florida at no cost to CFX.

b. If the All Aboard Project does not proceed within two years following the Effective Date of this Agreement, then Sprint shall relocate the Sprint Facilities and the CFX Facilities to a location that is mutually acceptable to CFX and Sprint at Sprint's cost.

12. Upon completion of the final installation/relocation of the Sprint Facilities and the CFX Facilities, Sprint shall provide CFX with "As Built" drawings depicting the distance of the lines from the right of way, location of the pull boxes, and bridge attachments. In addition, the parties agree to amend the Indenture to reflect the revised legal description of the relocated easement area, which amendment shall be subject to the reasonable approval of the parties. Further, the parties shall promptly execute and record an easement in favor of Sprint in the public records, depicting the location of the new/relocated Easement Area and terminating, abandoning and vacating the original easement area. Subsequent to the recording of the Indenture amendment and new easement, Sprint's right, title and interest in the original Easement Area, and the conduits located therein, shall be automatically terminated and abandoned.

13. In the event that Sprint fails to fulfill its obligations, the remedies set forth in the Indenture, including but not limited to paragraphs 8 and 16, shall apply.

a. Per paragraph 8 of the Indenture, if Sprint shall fail to do such work, and within sixty (60) days of receipt of such notice, fails to inform CFX of its intention to do so and furnish CFX with a reasonable schedule for doing such work, CFX shall have the right, at its option, to perform said work, at the risk and expense of the Sprint.

b. Per paragraph 16 of the Indenture, the Easement will revert to CFX upon the failure of Sprint or its assigns to comply with any of the terms of this Agreement, after receiving fifteen (15) days written notice by CFX of non-compliance.

14. By entering into this Agreement, the parties agree that they are not waiving, relinquishing or releasing any of their causes of action, rights, claims, counterclaims, cross-claims, issues, or defenses arising under any applicable statute, regulation, law, rule of equity, common law or any other source of legal duties or obligations.

15. If any part of this Agreement is adjudicated to be invalid, unenforceable or illegal by a court of competent jurisdiction, such adjudication shall not affect or impair in whole or in part, the validity, enforceability or legality of any remaining portions of this Agreement.

16. Notwithstanding its place of execution or performance, the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of Florida.

17. This Agreement may not be modified, amended or supplemented, except in writing duly executed by both parties. No failure or delay in the exercise of any right hereunder, and no course of conduct, shall operate as a waiver of any provision of this Agreement.

18. The persons executing this Agreement represent and warrant that they have proper authority to bind their respective principals.

19. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one agreement.

20. The parties have mutually drafted this Agreement and to the extent there are any ambiguities or uncertainties contained herein, they will not be construed for or against either party hereto as the drafter of this Agreement.

21. Per Section 20.055(5), Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to this section. By entering into this Agreement, Sprint understands and will comply with this subsection.

22. Any and all notices under this Agreement shall be in writing and shall be sent via Certified Mail, Return Receipt Requested or by overnight delivery service addressed as follows:

To Sprint:	Sprint Property Services Mailstop KSOPHT0101-Z2040 6391 Sprint Parkway Overland Park, Kansas 66251-2650
With a mandatory copy to:	Sprint Law Department Sprint Site ID: MI60XC106 Mailstop KSOPHT0101-Z2020

6391 Sprint Parkway
Overland Park, Kansas 66251-2020
Attention: Real Estate Attorney

To CFX: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attention: Executive Director

With a mandatory copy to: CFX Legal

23. This Agreement shall not be recorded in the Official Records of Orange County or any other county.

The parties have caused this Agreement to be executed by their proper duly authorized officials as of the dates indicated below.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Welton G. Cadwell, Chairman

Date: _____

Attest:

_____
Darleen Mazzillo, Assistant Secretary

Approved as to form and legal sufficiency for the reliance of CFX only:

_____
General Counsel of CFX

SPRINT COMMUNICATIONS COMPANY L.P.

BY: _____
TITLE: _____

Date: _____

Witnesses of Sprint:

_____
Print Name: _____

_____
Print Name: _____

EXHIBIT "A"

Original Indenture

INDENTURE

THIS INDENTURE made and entered into this 23rd day of July, 1984, by and between the ORLANDO/ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and corporate and agency of the State of Florida, hereinafter called "Grantor" and GTE SPRINT COMMUNICATIONS CORPORATION, a corporation licensed to do business in the State of Florida, hereinafter called "Grantee".

W I T N E S S E T H:

WHEREAS, Grantor is owner of certain parcels of real estate and premises located in the County of Orange, State of Florida, upon which and in connection with which it operates a certain highway and appurtenances known as the "Martin Anderson Bee Line Expressway", and

WHEREAS, Grantor, as owner of the real property in connection with said highway, has the full right and power to grant easements upon, through, and across said real property; and

WHEREAS, Grantee desires to secure from Grantor an easement in connection with the installation, maintenance and operation of underground fiber optic cable; and

WHEREAS, Grantor desires to grant and convey unto Grantee an easement for such purposes, upon certain terms and conditons;

NOW, THEREFORE, in consideration of the premises and covenants herein exchanged, and in consideration of the payment by Grantee to Grantor of the consideration hereinafter specified, the parties do agree as follows:

1. The Grantor does hereby convey unto the Grantee, its successors and assigns, a 10 foot perpetual non-exclusive easement, subject to the reverters hereinafter set forth, for the following purposes, excluding all others, to construct, operate,

maintain, modify, enlarge, replace and remove an underground fiber optic cable through lands of the Grantor on a portion of the Martin Anderson Bee Line Expressway situate in the County of Orange, State of Florida, more particularly described on Exhibit "A" and attached hereto. It is the intent of the Grantor and Grantee that the Grantee will install two 2" I.D. PVC conduit for fiber optic cable for the Grantee's use and two additional 2" I.D. PVC conduit, which shall be the property of the Grantor and which shall become the property of the Grantor upon completion and which may be used by the Grantor in any manner in its sole discretion including, but not limited to, leasing to competitors of the Grantee. The conduit to become the property of the Grantor shall be clearly marked so as to be identifiable from those of the Grantee and shall be equally accessable with those of the Grantee. The right of the Grantee to replace does not include the right to substitute the fiber optic system or any major segment thereof with any different systems unless agreed upon by both the Grantor and Grantee but does relate generally to replacement of equipment and facilities for maintenance purposes and any maintenance, replacement, modification or removal of fiber optic system will be done only in the manner mutually agreed to, in advance, by the Grantor and Grantee.

2. Grantee shall pay Grantor for said easement consideration in the amount of SEVENTY THOUSAND and 00/100 DOLLARS ($70,000.00), said sum to be paid within ten (10) days of the execution of this Agreement, plus cost of materials and installation of the two additional 2" I.D. PVC pipe which are to become the property of the Grantor.

3. The rights herein granted include (a) the right of ingress and egress to and from the property of Grantor for the installation, maintenance and operation of said fiber optic system, at such points as shall be necessary and desirable provided that the rights as granted shall not apply to vehicles.

Vehicles shall enter and leave only at toll plazas, and (b) except under conditions covered by paragraph 8, relating to changes or improvements in the Martin Anderson Bee Line Expressway right of way, there shall be no structures or encroachments placed or permitted on Grantee's 10 foot easement without the written consent of Grantee. Provided, however, anything contained herein to the contrary notwithstanding, the Grantor shall have the right to ingress and egress and to traverse the easement herein granted and to pave areas of said easement or to permit encroachments or structures thereon which are not inconsistent with the Grantee's use.

4. Special Conditions:

In connection with the construction, operation and maintenance of the said communications system, the Grantee agrees to:

(a) Construct crossings of access roads, fills or areas of embankment, toll plazas and structures to include bridges, box culverts and payment areas in the manner and at such locations as shall be prescribed by the Grantor.

(b) Secure all necessary permits from the respective state, county, railroad, drainage district or other authority. All construction shall be in strict accordance with such permits.

(c) Maintain, including seeding, fertilizing and mulching, all backfill and other area disturbed by construction until they are restored to the condition existing prior to construction and to the satisfaction of the Grantor.

(d) Reimburse Grantor for the costs incurred for maintenance crews doing immediate repair and restoration work on

the Martin Anderson Bee Line Expressway during construction of the fiber optic system.

(e) Furnish traffic control flagmen, warning signs, flares, blinker lights and other safety devices as required by either Grantor or Grantee during construction or maintenance work. The Manual on Traffic Controls and Safe Practices for Street & Highway Construction, Maintenance and Utility Operations - 1978, is to be used as a guideline.

(f) Abide by all regulations for traffic control as prescribed by the Florida Department of Transportation for similar type work and/or the Florida Highway Patrol.

(g) Release and hold harmless the Grantor from any damage to existing telephone lines or cables, water, electric, sewer or drainage lines or pipe lines which may be encountered or crossed during construction or maintenance of said fiber optic system. Grantee will be notified in advance of any future system/s that might be placed adjacent to or across the easement.

(h) Reimburse Grantor for all costs incurred for one or more inspectors during construction operations or wherever deemed necessary by the Grantor.

(i) Pay tolls for the entrance and exit of all equipment and vehicles of Grantee and its contractors at the prevailing rates.

(j) Pay all lawful taxes due and owing on said fiber optic system.

5. Grantee assumes full responsibility for all injuries to or death of, any persons and for damages to property and for all claims, losses or expense which may in any way arise out of construction, maintenance, relocation, change, existence, use or removal of said communications system if caused by negligence of

Grantee, its employees, agents or contractors, and Grantee shall indemnify and save Grantor harmless from all liens, losses, expenses or claims of any sort, including loss of revenue, which may arise out of or by reason of the exercise of the rights granted herein and shall defend on behalf of the Grantor any suit brought against said Grantor for any such damage, injury or death.

6. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the right, title and interest of the Grantor in the land to be entered upon and used by Grantee, which said right, title and interest is the ownership in fee simple of all of the real property used in connection with said Martin Anderson Bee Line Expressway. The Grantee will, at all times, assume the risk of and indemnify and save harmless Grantor from and against any and all loss, damage, cost or expense, arising in any manner, or growing out of the exercise or attempted exercise by the Grantee of the herein granted rights and privileges, as to any of the lands not owned in fee simple by the Grantor.

7. Upon the failure, neglect or refusal of Grantee, upon notice in writing from the Grantor, to immediately perform any repair work on said Martin Anderson Bee Line Expressway, its access roads, or other improvements, or other property of the Grantor which may be affected by Grantee in the exercise of the rights granted hereunder, the Grantor may undertake and perform such repair work, and upon receipt of bills for such repair work from the Grantor, Grantee shall forthwith reimburse Grantor for such costs reasonably so incurred.

8. In the event that it shall become necessary to rearrange, remove or relocate the fiber optic system and the two

2" I.D. PVC conduit which are the property of the Grantor and which have not been leased by Grantor to anyone other than a governmental entity to accommodate changes or improvements on or to the Martin Anderson Bee Line Expressway and such rearrangements, removals and relocations are reasonably required for such purposes, they will be made by the Grantee at its own expense upon written notice from the Grantor to do so; provided, however, that if the Grantee shall fail to do such work, and within sixty (60) days of receipt of such notice, fails to inform Grantor of its intention to do so and furnish the Grantor with a reasonable schedule for doing such work, the Grantor shall have the right, at its option, to perform said work, at the risk and expense of the Grantee. The provisions of this paragraph are for the exclusive protection of the Grantor, or its successors in title, nearby municipalities and counties in which the Martin Anderson Bee Line Expressway is located and shall not apply to any conflict of the Grantee's facilities with improvements contemplated or requested by other parties. Notices to Grantee shall be sent to GTE SPRINT COMMUNICATIONS CORPORATION, P.O. Box 974, 1 Adrian Court, Burlingame, California 94010, Attention: Network Real Estate. In construing this paragraph, it is the intent of the parties that they will each fully cooperate with the other and that the Grantee shall make such changes and relocations as may be necessary to accomplish Grantor's purposes and further, the Grantor will cooperate with the Grantee to the end that such changes and relocations shall be held to the minimum necessary to accomplish the Grantor's purposes, thereby causing a minimum of disturbance to the Grantee's system.

10. The rights herein granted to the Grantee may only be assigned or transferred in whole or in part to wholly-owned subsidiaries of the Grantee and such assignments shall provide

for the termination should the assignee cease to be a wholly-owned subsidiary of the Grantee and provided further that such assignment or transfer shall not relieve the new owner or Grantee of any of the duties, obligations or liabilities imposed upon the Grantee by this instrument.

11. Grantee will, if requested in writing by Grantor, file with the Grantor and its Trustee, copies of all contractor's performance bonds affecting any work or service in connection with the construction of the fiber optic system within the easement herein conveyed.

12. The work of constructing and installing the fiber optic system upon and within the easement hereby granted, shall be carried out within a construction period of six (6) months to commence at a date to be agreed upon by the Grantor and the Grantee, unless said construction is modified or extended by mutual agreement of the Grantor and the Grantee.

(a) For the purpose of this Agreement, the construction of said communications system shall be considered complete when the trench has been backfilled and the grading and seeding (restoration) work completed as specified in paragraph 4(c), and all incidental cleanup work has been completed.

13. All rights of the Grantee herein shall be subordinate to the rights of the bondholders or to holders of bonds which from time to time in the future may be issued for the purposes of providing funds to construct any additional projects under and secured by the 1965 Trust Indenture, the 1970 Supplemental Trust Indenture and subsequent supplemental trust indentures. The easement granted herein shall also be subordinate and inferior to the Lease Purchase Agreement between the Orlando/Orange County Expressway Authority and the State Road

Department of Florida, executed in connection with the 1965 Trust Indenture and the Supplemental Lease Purchase Agreeent between the Division of Bond Finance of the Department of General Services of the State of Florida, and the Orlando/Orange County Expressway Authority and the Department of Transportation of the State of Florida, executed in connection with the 1970 Supplemental Trust Indenture and such future lease purchase agreements as may be executed in connection with the sale of bonds to finance additional projects.

14. The Grantee herein agrees that it will, if called upon, execute such papers or documents as are necessary to effect such subordination in connection with any past or future trust indentures of the Orlando/Orange County Expressway Authority.

15. The term of this easement shall be subject to the conditions hereinbefore set forth.

16. This easement will revert to the Grantor on the occurrence of any of the following occurrences:

(a) Failure of the Grantee or its assigns to comply with any of the terms of this Agreement, after receiving fifteen (15) days written notice by the Grantor of non-compliance.

(b) Abandonment by the Grantee or its assignee.

(c) Attempted involuntary encumbrance, (whether by judgment, attachment or other form attempted by third-party imposition) or, in the event of

filing of bankruptcy, arrangement for creditors, or any other form of insolvency proceeding - state or federal - (voluntary or involuntary).

17. Time shall be of the essence in the Indenture.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year above written.

Signed, sealed and delivered in the presence of:

ORLANDO/ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Chairman

ATTEST: _____
Secretary-Treasurer

GTE SPRINT COMMUNICATIONS CORPORATION

By: _____ VP Engineering
Grantee

ATTEST:

_____
ASSISTANT SECRETARY

APPROVED BY:

DEPARTMENT OF TRANSPORTATION
OF THE STATE OF FLORIDA

By: _____

APPROVED - FISCAL
AUG 13 1984

APPROVED AS TO FORM, LEGALITY
FLORIDA DEPARTMENT OF TRANSPORTATION

BY: _____
ATTORNEY

STATE OF California

COUNTY OF San Mateo

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared D. SPAULDING and J.E. GUZMAN JR. well known to me to be the VICE PRESIDENT and ASSISTANT SECRETARY, respectively, of G.T.E. SPRINT COMMUNICATIONS CORPORATION, a Delaware Corporation, and that they acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 11TH day of July 1984.

OFFICIAL SEAL
JOYCE B. CHAN
NOTARY PUBLIC-CALIFORNIA
Principal Office in SAN MATEO County
My Commission Expires Nov. 15, 1985

Joyce B. Chan
Notary Public

My Commission Expires: 11-15-85

GTE/SPRINT EASEMENT

EXHIBIT "A"

A ten foot easement lying 5 feet left and 5 feet right of the following described centerline:

1. Beginning at a point 67 feet south of the centerline of the Bee Line Expressway and its intersection with SR-15 at the northeast corner of Section 36, Township 23 South, Range 30 East, in Orange County, Florida; thence in an easterly direction parallel with and 67 feet south of the centerline of the said Bee Line Expressway, a distance of 91,220 feet, more or less to a point 67 feet south of the intersection of the said Bee Line Expressway and SR-520 at the northeast corner of Section 35, Township 23 South, Range 33 East, in Orange County, Florida. At points where obstructions, topography or other considerations may require location of Grantee's communications system elsewhere than on the easement as described, it shall be placed in such locations as shall be agreed upon between the Grantor and Grantee.

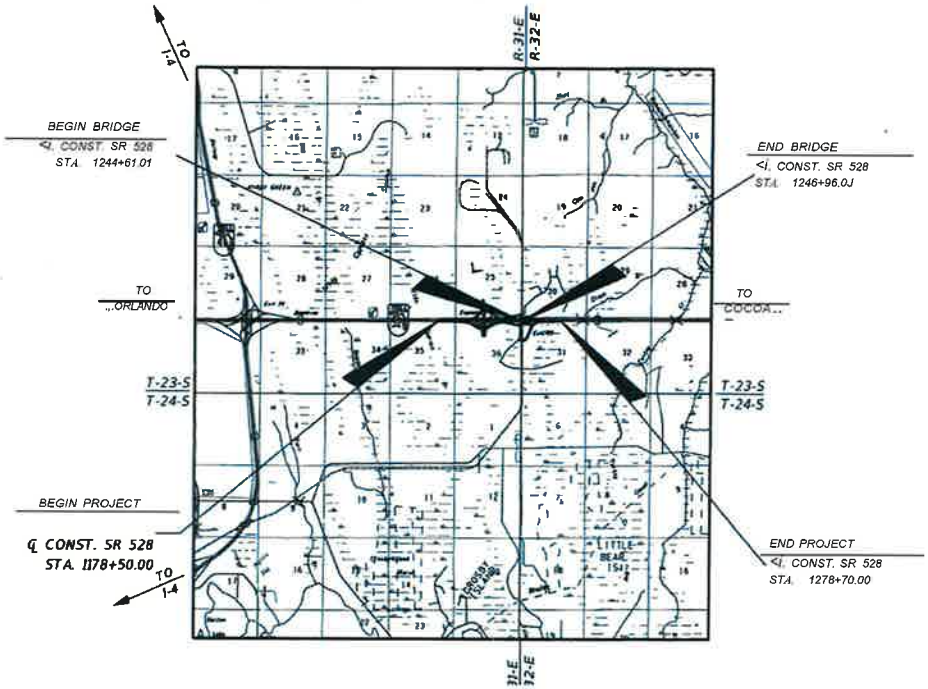
2. At completion of installation, an "As Built" set of drawings (mylar/sepia) showing distance of cables from right-of-way, location of pull boxes and bridge attachments will be submitted to the Orlando-Orange County Expressway Authority for future reference.

3. The 2" PVC conduits will be color coded as to ownership and have metal tape attached for detection.

EXHIBIT "B"

CONSTRUCTION PLANS

OUTSIDE PLANT CONSTRUCTION
FIBER OPTIC CABLE ROUTE
ORLANDO, FL TO JACKSONVILLE, FL
ORANGE COUNTY





INDEX

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1. LOCATION MAP
2. GENERAL NOTES
3. CONSTRUCTION DETAILS
4. CONTACTS
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7. HAND HOLE DETAIL
8. SHEILD ISOLATION POINT DETAIL
9. GROUND ROD PLACEMENT DETAIL
10. CROSS SECTION
11. FDOT MOT SERIES - 611
12. FDOT MOT SERIES - 612
13. PLAN VIEW DRAWINGS P1 - P13
14. DETAIL VIEW DRAWINGS D1 - D3

SPRINT COMMUNICATION COMPANY, LP
851 TRAFALGAR COURT, SUITE 300
MAITLAND, FLORIDA 32751
MARK D. CALDWELL
CELL: 321-287-9942

OSP PROJECT ID #: A2542004

FL ORLANDO S.R. 528 AT INNOVATION WAY FOC RELOCATION

72 HOURS NOTICE REQUIRED

PROPRIETARY INFORMATION
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PRINT NO: 1
ENG.: MARK D. CALDWELL
CO: SPRINT COMMUNICATION
APPD DATE: 03/04/2015

Sprint

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22"X34" (D)	NTS
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REL-DATE:	ISSUE-NO

FIBER OPTIC ROUTE RECORD DRAWING
CABLE ROUTE DETAIL
ORLANDO, FL. - TAMPA, FL.

SHEET 1 OF 11 | NTWRK246-00-000-883

GENERAL NOTES

1. **ALL WORK TO BE DONE WITH EXTREME CAUTION!! FIBER OPTIC CABLE IS CARRYING TRAFFIC AND LOSS OF SERVICE WILL RESULT IN LOST OF REVENUE. CONTRACTOR SHALL NOT WORK IN A MANNER THE MAY EFFECT TRAFFIC - CARRYING FACILITIES IN THE ABSENCE OF SPRINT ENGINEER OR INSPECTOR.**
2. The CONTRACTOR WILL USE EXTREME CAUTION DURING ALL PHASES OF THE PERFORMANCE OF THE CONTRACT. THE WORK WILL BE PERFORMED IN CLOSE PROXIMITY OF OTHER FACILITIES.
3. ALL WORK SHALL BE COMPLETED IN THE PRESENCE OF AN SPRINT ENGINEER OR INSPECTOR.
4. ALL INGREE/EGRESS TO THE CONSTRUCTION SITE SHALL BE ON PUBLIC RIGHT-OF-WAY TO THE PRESCRIBED RIGHT-OF-WAY OR UTILITY EASEMENT SHOWN ON CONSTRUCTION DRAWINGS.
5. ALL WORK TO BE PERFORMED IN STRICT ACCORDANCE WITH THE APPLICABLE CODES OR REQUIREMENTS OF ANY REGULATING GOVERNMENT AGENCY, SPRINT CORPORATION, OR RIGHT-OF-WAY GRANTOR.
6. ALL WORK PREFORMED WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF FDOT DESIGN STANDARDS, SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND UTILITY ACCOMMODATION MANUAL.
7. ALL WORK AND MATERIAL SHALL COMPLY WITH SPRINT SPECIFICATIONS FOR CONSTRUCTION INSTALLATION.
8. UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS, BUT ARE NOT NECESSARILY EXACT AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THEREFORE, UTILITY LOCATIONS WILL BE VERIFIED AT LEAST 100 FEET IN ADVANCE OF TRENCHING OR PLOWING, SO THAT CHANGES IN CABLE PLACEMENT CAN BE MADE IN EVENT OF CONFLICTS.
9. ALL KNOWN BURIED OBSTRUCTION ARE SHOWN ON THE CONSTRUCTION DRAWINGS. ANY AND ALL OTHERS ENCOUNTERED ARE ALSO THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE, PROTECT, AND REPAIR, IF DAMAGED.
10. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE SPRINT ENGINEER OR INSPECTOR SHOULD BE NOTIFIED AND THEN THE GOVERNING AGENCY NEEDS TO BE NOTIFIED.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF PUBLIC AND PRIVATE PROPERTIES. HE SHALL PROTECT, SHORE, BRACE,SUPPORT AND MAINTAIN ALL UNDERGROUND PIPES, CONDUITS, DRAINS AND OTHER UNDERGROUND CONSTRUCTION UNCOVERED OR OTHERWISE AFFECTED BY THE CONSTRUCTION WORK PERFORMED BY HIM.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE TO STREETS, CURBS, ROADS, HIGHWAYS, SHOULDERS, DITCHES, EMBANKMENTS, CULVERTS, STORM DRAINS, BRIDGES OR PRIVATE PROPERTY OR FACILITY. REGARDLESS OF LOCATION OR CHARACTER, WHICH MAY BE CAUSED BY MOVING, HAULING OR OTHERWISE TRANSPORTING EQUIPMENT, MATERIALS OR MEN TO AND FROM THE WORK AREA ON ANY SITE THEREOF, WHETHER BY HIM OR HIS SUBCONTRACTORS .
13. THE CONTRACTOR IS RESPONSIBLE FOR RESTORING DISTURBED RIGHT-OF-WAY, ASPHALT OR CONCERT EMBANKMENTS, SHRUBS, TREES, GRASS SOD, ETC. OR UTILITY EASEMENT TO AS GOOD OR BETTER CONDITION.
14. THE CONTRACTOR IS RESPONSIBLE FOR PROPER SEDIMENT AND EROSION CONTROL DURING CONSTRUCTION OPERATIONS.
15. EXTREME CARE SHALL BE EXERCISED TO AVOID HITTING OR CAUSING DAMAGE TO SUBSURFACE OBSTRUCTIONS. THE CONTRACTOR IS TO NOTIFY EACH UTILITY OWNER OF 72 HOURS PRIOR TO CONSTRUCTION AND PROVIDE ERICSSON ENGINEER WITH A WRITTEN RECORD OF EACH UTILITY OWNER NOTIFIED AND DATE OF NOTIFICATION ALONG WITH THE NAME AND PHONE NUMBER OF UTILITY CONTACT. THE PROPOSED CONDUIT MAY BE PLACED ABOVE OR BELOW THE FOREIGN PLANT DEPENDING ON THE DEPTH OF THAT PLANT AND THE REQUIRED DEPTH OF PROPOSED CONDUIT. A MINIMUM SEPARATION OF TWELVE INCHES BETWEEN THE PROPOSED CONDUIT AND FOREIGN PLANT SHALL BE MAINTAINED. EXTRA TRENCH DEPTH MAY BE REQUIRED TO SATISFY THE ABOVE CONDITIONS.
16. THE CONTRACTOR SHALL MAKE WITHOUT DELAY SATISFACTORY AND ACCEPTABLE ARRANGEMENTS WHICH THE AGENCY OR AUTHORITY HAVING JURISDICTION OVER. THE DAMAGED PROPERTY, SURFACE, STRUCTURE OR FACILITY CONCERNING ITS REPAIR OR REPLACEMENT OR PAYMENT OF COST INCURRED IN CONNECTING WITH SAID DAMAGED.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE CORRECT MOT FROM THE FDOT INDEX
18. THE CONTRACTOR WILL ENSURE 100% INSPECTION OF ALL WORK-PERFORMED MEETS SPRINT STANDARD AND SPECIFICATIONS.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL TOLLS EXPENSE ASSOCIATED WITH THIS WORK.

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SPRINT COMMUNICATION COMPANY, LP
851 TRAFALGAR COURT, SUITE 300
MAITLAND, FLORIDA 32751
MARK D. CALDWELL
CELL: 321-287-9942

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FIBER OPTIC ROUTE RECORD DRAWING
CABLE ROUTE DETAIL
ORLANDO, FL. - TAMPA, FL.

SHEET 2 OF 11 | NTWRK246-00-000-883

CONSTRUCTION NOTES

SPRINT COMMUNICATION COMPANY, LP

851 TRAFALGAR COURT, SUITE 300
MAITLAND, FLORIDA 32751
MARK D. CALDWELL
CELL: 321-287-9942

1. CABLE TO BE PLACED IN FULL LENGTHS WITH NO CUTS. WILL NEED APPROVAL FROM SPRINT ENGINEER OR INSPECTOR.
2. DIRECTIONAL BORES - 2-INCH HDPE-SDR 11 WILL BE MIN DEPTH OF 42-INCHES - UNLESS OTHERWISE NOTED ON CONSTRUCTION DRAWINGS.
3. CABLE TO BE PULLED IN BY ANY METHOD FROM HAND HOLE TO HAND HOLE, USE FIGURE 8 LAYOUT WHERE NEEDED.
4. CABLE WILL NOT BE BENT **UNDER ANY CIRCUMSTANCES** IN A RADIUS NOT TO EXCEED 10X THE DIAMETER OF CABLE.
5. ONE HUNDRED AND TEN FEET OF CABLE WILL BE LEFT FROM GROUND LEVEL AT EVERY SPLICE POINT UNLESS OTHERWISE NOTED ON CONSTRUCTION DRAWINGS
6. **CAUTION!!** MAXIMUM CABLE PULLING TENSION IS 600 POUNDS PSI. 600 PSI BREAKAWAY WILL BE USED ON ALL CABLE PULLS
7. CONTRACTORS WILL BE REQUIRED TO PROVIDE ADEQUATE AMOUNT OF CREWS TO MEET THE IN-SERVICE DATE.
8. WARNING TAGS TO BE PLACED ON PROPOSED FIBER IN EACH HANDHOLD.
9. CONTRACTOR WILL NOT LEAVE NO OPEN TRENCHES AT NIGHT, AND WILL BE REQUIRED TO LEAVE A GUARD ON CABLE OR CABLE REELS 24/7
10. SIX INCH (6") ORANGE WARNING TAPE WITH SPRINT LOGO IN TRENCH 18-INCHES ABOVE FIBER OPTIC CABLE AND CONDUIT.
11. CABLE MARKERS - 10' STUB-POLES WITH CAUTION SIGN WILL BE PLACED AS INDICATED ON PRINTS AT R/W LINE OR BY SPRINT INSPECTOR.
12. ALL CONDUIT WILL BE 2-INCH HDPE-SDR 11 UNLESS OTHERWISE SPECIFIED ON CONSTRUCTION DRAWINGS.
13. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES 48 HOURS PRIOR TO CONSTRUCTION ACTIVITY, SEE CONTACTS COVER SHEET FOR CONTACT NAME AND TELEPHONE NUMBER.
14. ALL UNDERGROUND OBSTRUCTIONS, WHEN LOCATED, WILL REQUIRE THE PLACEMENT OF BURIED CABLE MARKER AND THE PLACEMENT OF 4" MANUFACTURED SPLIT STEEL SCHEDULE 40 OVER OR UNDER EACH OBSTRUCTION.
15. ALL BURIED CONDUIT WILL BE PLACED AT 42-INCHES MINIMUM COVER FROM TOP CONDUIT UNLESS SPECIFIED OTHERWISE ON CONSTRUCTION DRAWINGS.
16. SHORING MAY BE REQUIRED AND SHALL COMPLY TO O.S.H.A. STANDARDS.
17. MECHANICAL PROTECTION SHALL BE REQUIRED ANYTIME A 36" MINIMUM COVER IS UNOBTAINABLE UNLESS SPECIFIED OTHERWISE ON THE CONSTRUCTION DRAWINGS. ANY INSTALLATION THAT CANNOT MEET THE 36" COVER REQUIREMENT WILL REQUIRE APPROVAL FROM FDOT BEFORE INSTALLATION AND MUST ALSO FOLLOW SPRINT SPECIFICATIONS WITH STEEL PIPE AND FULL ENCASEMENT WITH FDOT APPROVAL.
18. ALL 90 DEGREE BENDS IN CONDUIT CONSTRUCTION WILL BE A MINIMUM 38.2" RADIUS UNLESS SPECIFIED OTHERWISE ON DRAWINGS.
19. OPERATIONS PERSONNEL TO BE CONTACTED BY THE CONTRACTOR 48 HOURS PRIOR TO CONSTRUCTION. SEE CONTACTS ON COVER SHEET FOR NAME AND TELEPHONE NUMBER.
20. ALL STATIONING IS BASED ON AS-BUILT INFORMATION, THEREFORE SOME VARIANCE SHOULD BE ANTICIPATED. ADJUSTMENTS WILL BE MADE BY THE DIRECTION BY THE SPRINT ENGINEER OR INSPECTION.

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ORLANDO, FL. - TAMPA, FL.

SHEET 3 OF 11 | NTWRK246-00-000-883

CONTACTS

UTILITY CONTACTS

Company Name	Contact	Phone Number
AT&T	Nancy Spence	770-918-5424
Florida Gas Trans.	Joseph Sanchez	407-838-7171
CFX Authority	Scott Kamien	407-806-4178
Orlando Telephone Co.	Bill Lean	407-996-1149
TECO Peoples Gas	Deborah Frazier	407-220-6609
AT&T Distribution	Dino Farruggio	561-997-0240

FDOT - CONTACTS

Company Name	Contact	Phone Number

ORANGE COUNTY CONTACTS

Company Name	Contact	Phone Number
Orange County Utilities	David Shorette	407-254-9764

CSX RR CONTACTS

Company Name	Contact	Phone Number

CITY OF ORLANDO CONTACTS

Company Name	Contact	Phone Number
Orlando Utilities Comm.	Ron Hawkins	407-434-2569

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CABLE ROUTE DETAIL
ORLANDO, FL. - TAMPA, FL.

SHEET 4 OF 11 | NTWRK246-00-000-883

NAME CO, ST
CITY OF XXXX
XXXX TOWNSHIP
SEC XX TXXX RXXX
CO_STATE_TITLE

ML_TXT

SEE 86#-### SH 01 OF 05 STA 1+00 TO CITY

CUSTOM BLOCKS

- POP
- REGEN
- SWITCH
- SPLICE only
- TAPER SPLICE only
- CABLE_MARKER
- GROUND_SYM
- GEO_MARKER
- BENCHMARK
- RR_SIGNAL
- POST
- CB
- MH
- PWR_POLE
- TELE_POLE
- FH
- LT_POLE
- SIGN
- PUSHBRACE
- GUY
- TREE

CUSTOM ATTRIBUTED BLOCKS

- HH or MH_PULL-THRU
- HH or MH_STRAIGHT_SPL
- HH or MH_TAPER_SPL
- OCC_HH_MH
- OCC_CA-MKR
- CABLE DEPTH
- US_INTERSTATE_SIGN
- US_HWY_SIGN
- VALVE
- HWY_MP
- RR_MP
- RR_MP_OLD
- CAUTION (CAUTION_SYMBOL)
- CIR
- SQ
- TRI
- TAX_SYMBOL

CUSTOM BLOCKS - EXPLODED TO USE

- RSPL
- SEQSPL
- RWALL
- SEQWALL

CUSTOM BLOCKS - EXPLODED TO USE (cont)

- DTXTE
- DTXTI
- CAUUTILTXT
- SEC_COR
- X-SEC_3
- X-SEC_4

CUSTOM LINE TYPES USED BY OSPD

- FENCE
- STREAM
- GUARDRAIL
- TRACK
- R/W - RR or PUBLIC
- ELECTRIC AERIAL
- ELECTRIC BURIED
- GAS LINE
- TELEPHONE AERIAL
- TELEPHONE BURIED
- WATER
- STORM SEWER
- SANITARY SEWER

SEE 86#-### STA 0+00 TO CITY
OR
SEE 86#-### SH 01 OF 05 STA 0+00 TO CITY

CS_ML

X - X

A - A

B - B

FORMAT USED BY CABLE SCHM W/ MULT LINES

CUSTOM FIBER LINE TYPES USED BY OSPD

- SPRINT'S FIBER
- ABANDON IN PLACE
- 360 FIBER
- TOUCH AMERICA
- AT&T
- COX
- ICG
- GTE
- LEVEL 3
- MFS
- SWB
- QWEST
- PAC BELL
- WORLDCOM

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MARK D. CALDWELL
CELL: 321-287-9942

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MANHOLE CHART — MH_CHART

NO	LOCATION	SIZE (LxWxH)	TYPE	FRAME & COVER	REMARKS	PLACED
404-423D	UNKN	6'6"X4'X6'	A	B-36		1995

XXXX'
REEL # XXX
SIECOR CABLE CORNING GLASS
PLACED 19XX
REEL_INFO

XXXX' - X" PVC
E/W 3 -1 1/4" ID

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MAITLAND, FLORIDA 32751
MARK D. CALDWELL
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72 HOURS NOTICE REQUIRED

PROPRIETARY INFORMATION
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AS_BLT_3L

REVISIONS

ISSUE	DESCRIPTION	DRAFTER	ENGINEER
		RELEASE NUMBER	
XX	AS-BUILT CHANGES (XX-XX-XX) X X WORK ORDER # - DTSLOT-200*	XX-XX-XX XX	XX-XX-XX XX

DRAWING NUMBER
PID: A1971045
PRINT NO: 1
ENG.: MARK D. CALDWELL
CO: SPRINT COMMUNICATION
APPD DATE: 03/04/2015

Sprint

PRINTED SHEET SIZE / DRAWING SCALE	
11"X17" (B)	NTS
22"X34" (D)	NTS
RELEASE DATE: REL-DATE	ISSUE NUMBER: ISSUE-NO

FIBER OPTIC ROUTE RECORD DRAWING
CABLE ROUTE DETAIL
ORLANDO, FL. - TAMPA, FL.

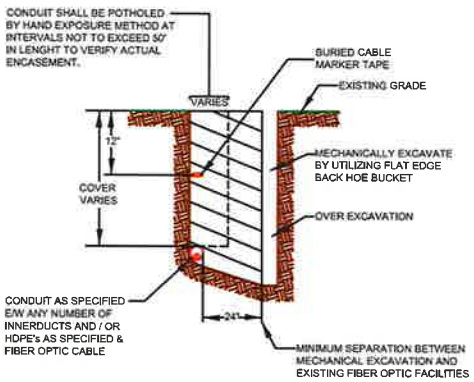
SHEET 5 OF 11 | NTWRK246-00-000-883

CONSTRUCTION DETAILS

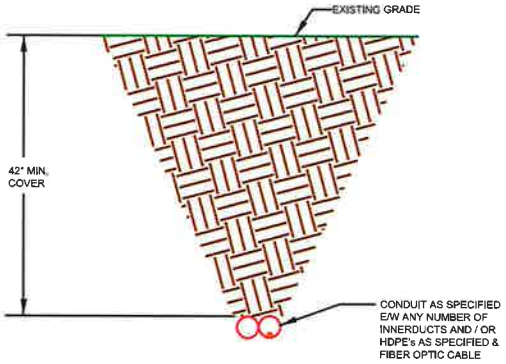
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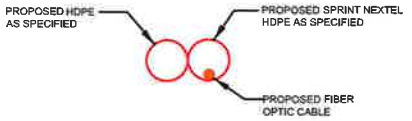
TYPICAL DETAIL "A"
EXPOSE CONDUIT BY POTHOLE / SIDE EXPOSURE METHOD



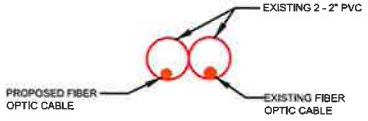
TYPICAL DETAIL "B"
DIRECTIONAL BORE CROSS SECTION



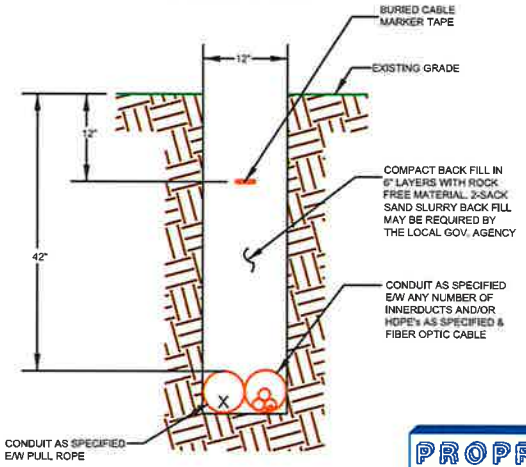
TYPICAL DETAIL "C"
CROSS SECTION OF PROPOSED HDPE



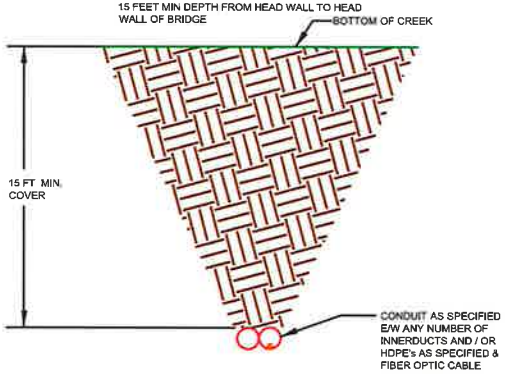
TYPICAL DETAIL "D"
CROSS SECTION OF EXISTING PVC



TYPICAL DETAIL "E"
TRENCH AND PLACE CONDUIT



TYPICAL DETAIL "F"
DIRECTIONAL BORE CREEK CROSS SECTION
15 FEET MIN DEPTH FROM HEAD WALL TO HEAD WALL OF BRIDGE



CALL BEFORE YOU DIG 1-800-521-0579

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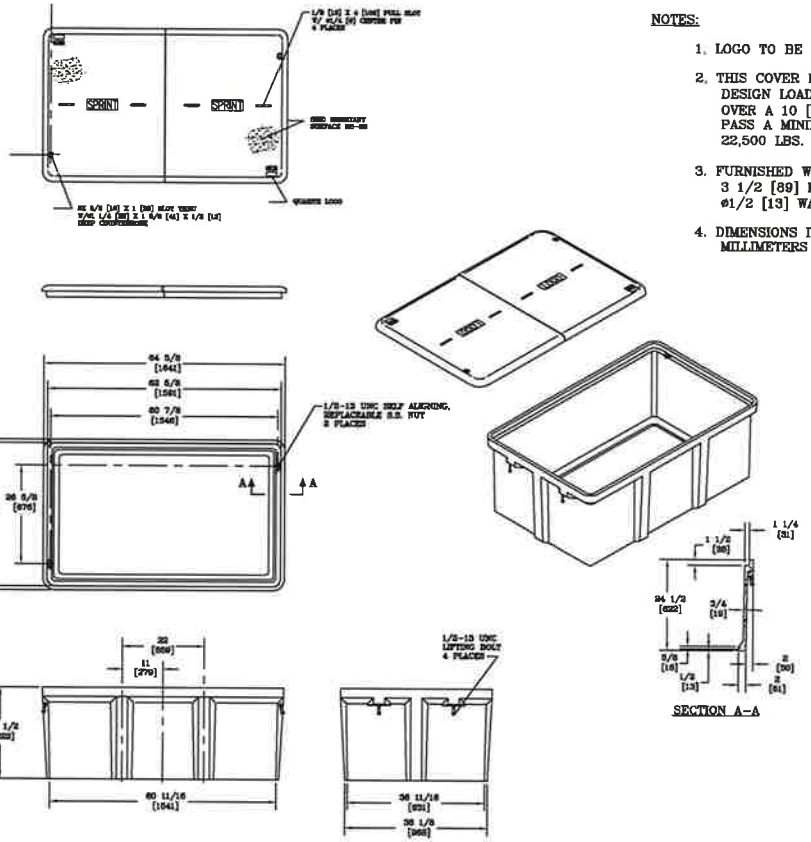
DRAWING NUMBER
PID: A1971045
PRINT NO: 1
ENG.: MARK D. CALDWELL
CO: SPRINT COMMUNICATION
APPD DATE: 03/04/2015

Sprint

PRINTED SHEET SIZE / DRAWING SCALE	
11"X17"(B)	NTS
22"X34"(D)	NTS
RELEASE DATE: REL-DATE	ISSUE NUMBER: ISSUE-NO

FIBER OPTIC ROUTE RECORD DRAWING
CABLE ROUTE DETAIL
ORLANDO, FL. - TAMPA, FL.

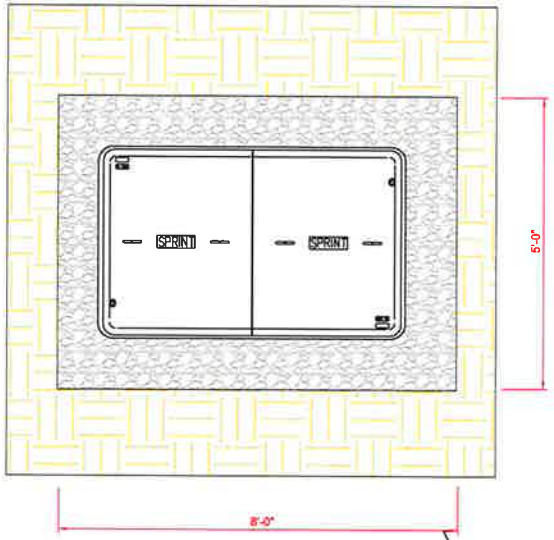
SHEET 6 OF 11 | NTWRK246-00-000-883



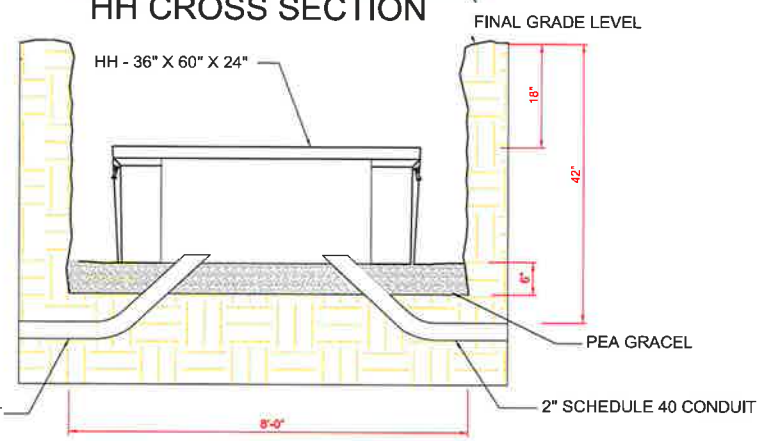
NOTES:

1. LOGO TO BE SPECIFIED: SPRINT
2. THIS COVER IS RATED FOR A STATIC DESIGN LOAD OF 15,000 LBS. [66,720 N] OVER A 10 [254] X 10 [254] AREA. MUST PASS A MINIMUM STATIC TEST LOAD OF 22,500 LBS. [100,085 N].
3. FURNISHED W/ (2) 1/2-13 UNC X 3 1/2 [89] LONG HEX BOLTS, AND (2) ø1/2 [13] WASHERS.
4. DIMENSIONS IN BRACKETS ARE IN MILLIMETERS UNLESS OTHERWISE SPECIFIED.

HH TOP VIEW



HH CROSS SECTION



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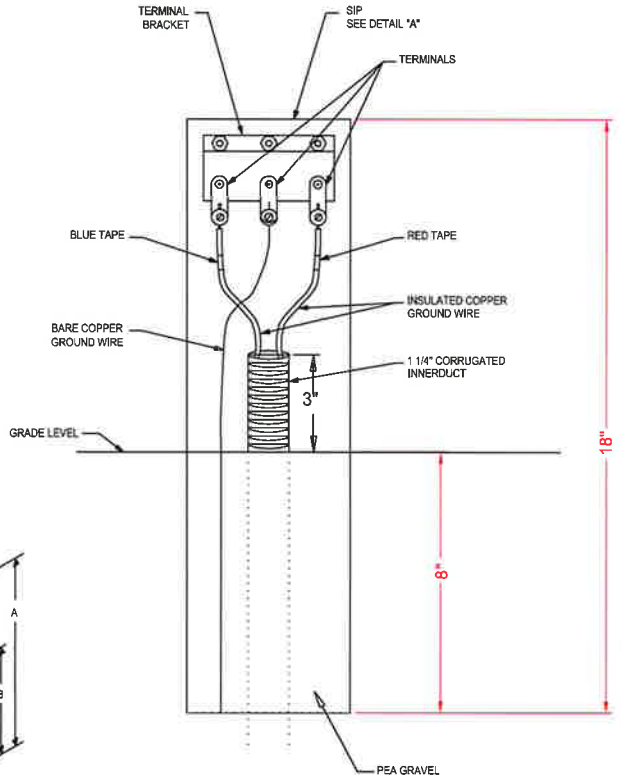
PRINTED SHEET SIZE / DRAWING SCALE	
11"X17"(B)	NTS
22"X34"(D)	NTS
RELEASE DATE: REL-DATE	ISSUE NUMBER: ISSUE-NO

FIBER OPTIC ROUTE RECORD DRAWING
CABLE ROUTE DETAIL
ORLANDO, FL. - TAMPA, FL.

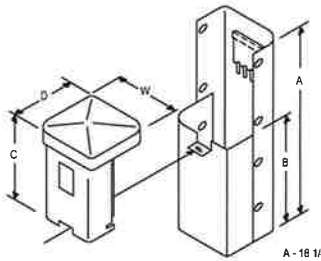
SHEET 7 OF 11 | NTWRK246-00-000-883

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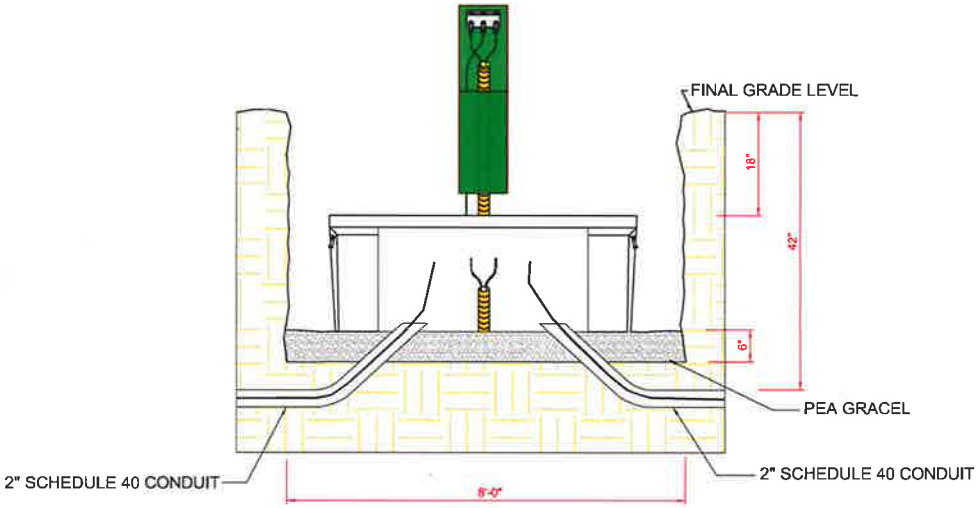
SHEILD ISOLATION POINT DETAIL



DETAIL "A"



A - 18 1/4"
B - 8"
C - 11 3/8"
D - 4 7/8"
W - 4 7/8"



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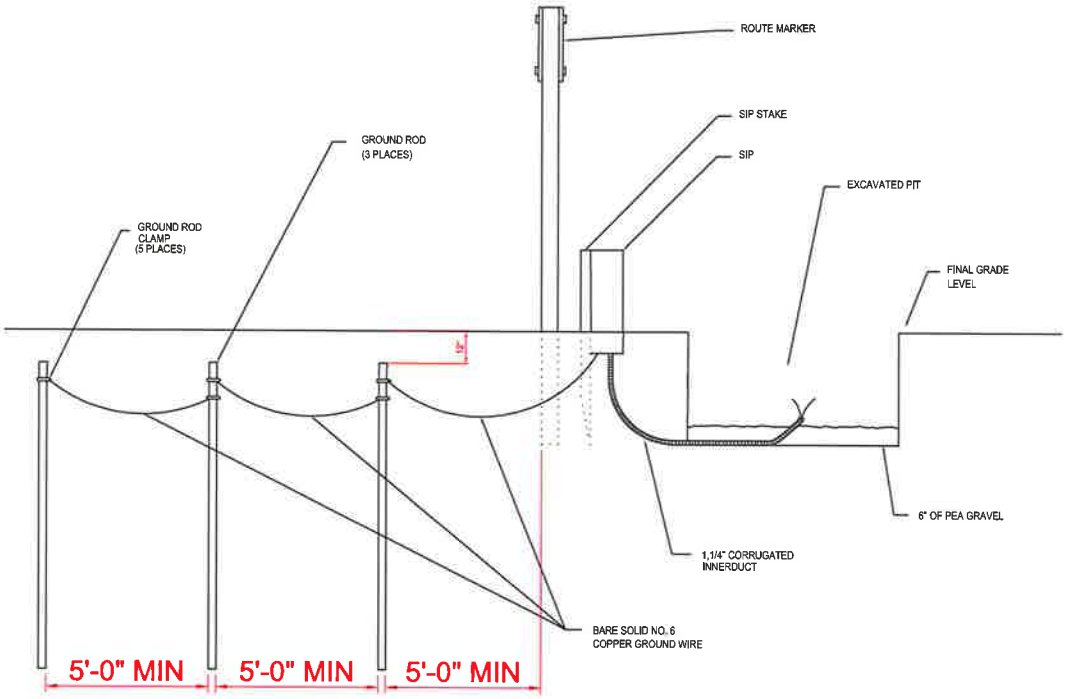
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22"X34"(D)	NTS
RELEASE DATE: REL-DATE	ISSUE NUMBER: ISSUE-NO

FIBER OPTIC ROUTE RECORD DRAWING
CABLE ROUTE DETAIL
ORLANDO, FL. - TAMPA, FL.

SHEET 8 OF 11 | NTWRK246-00-000-883

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GROUND ROD PLACEMENT DETAIL



NOTES:

THE GROUND RODS SHOULD BE SEPARATED BY A DISTANCE EQUAL TO THEIR LENGTH. A 5' MINIMUM MUST BE MAINTAINED.

PREFERABLE METHOD IS TO STACKED GROUND RODS UNTIL 25 OHM IS REACHED.

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CALL BEFORE YOU DIG 1-800-521-0579

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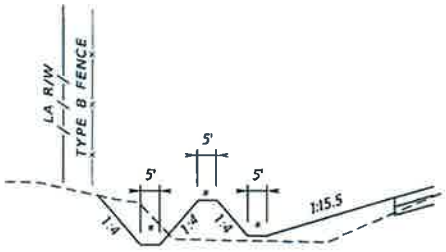
PRINTED SHEET SIZE / DRAWING SCALE	
11"X17"(B)	NTS
22"X34"(D)	NTS
RELEASE DATE: REL-DATE	ISSUE NUMBER: ISSUE-NO

FIBER OPTIC ROUTE RECORD DRAWING
CABLE ROUTE DETAIL
ORLANDO, FL. - TAMPA, FL.

CROSS SECTION

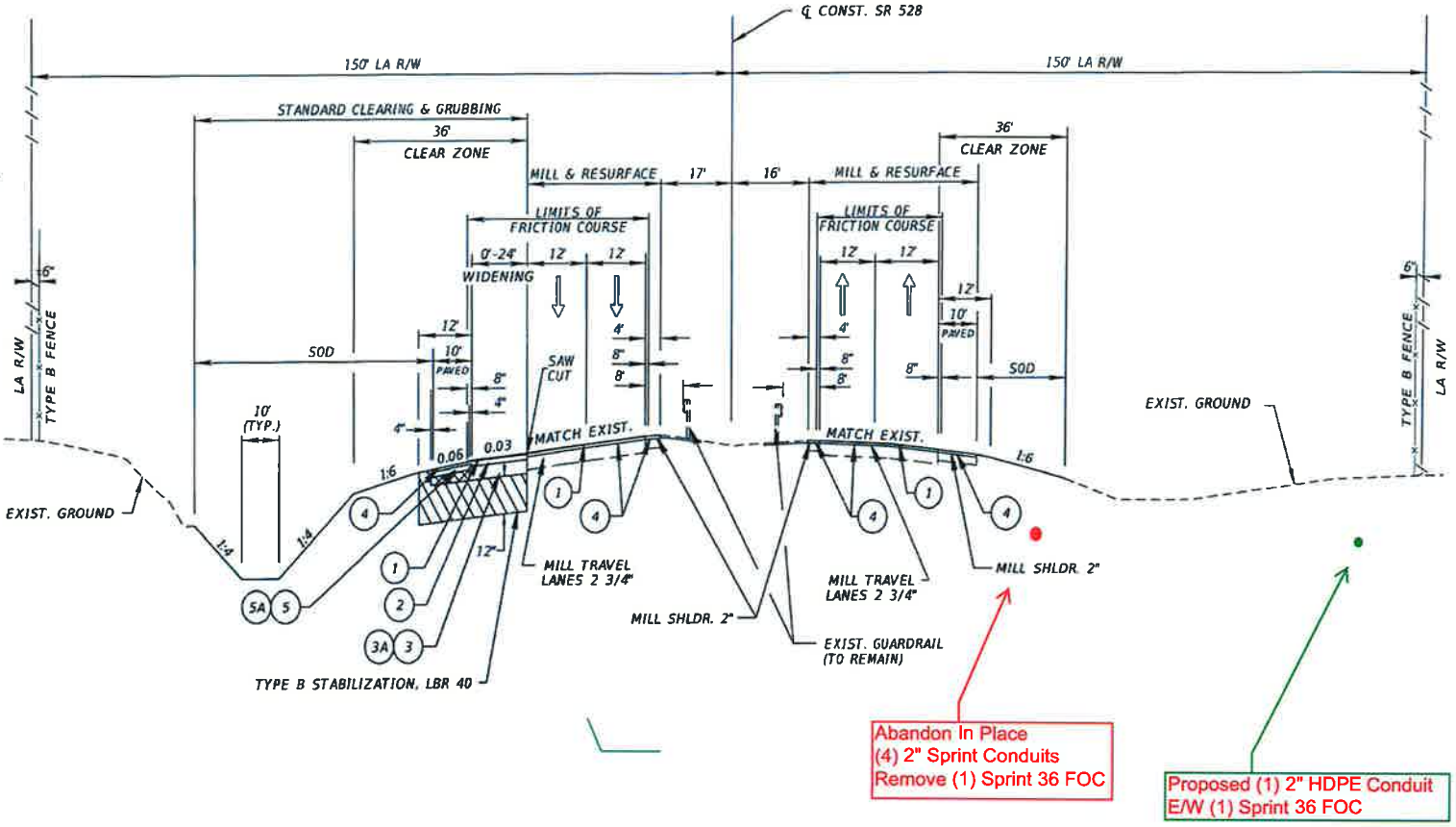
State Road 528

Looking East



DITCH DETAIL

*SEE CROSS SECTIONS/PROFILE FOR ELEVATIONS



Abandon In Place
(4) 2" Sprint Conduits
Remove (1) Sprint 36 FOC

Proposed (1) 2" HDPE Conduit
E/W (1) Sprint 36 FOC

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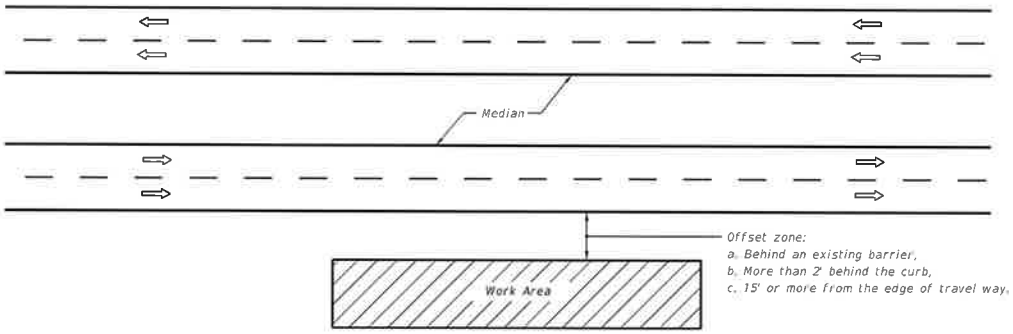
DRAWING NUMBER
PID: A1971045
PRINT NO: 1
ENG.: MARK D. CALDWELL
CO: SPRINT COMMUNICATION
APPD DATE: 03/04/2015

Sprint

PRINTED SHEET SIZE / DRAWING SCALE	
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22"X34"(D)	NTS
RELEASE DATE: REL-DATE	ISSUE NUMBER: ISSUE-NO

FIBER OPTIC ROUTE RECORD DRAWING
CABLE ROUTE DETAIL
ORLANDO, FL. - TAMPA, FL.

SHEET 11 OF 11 | NTWRK246-00-000-883



GENERAL NOTES

1. If the work operation (excluding establishing and terminating the work area), requires that two or more work vehicles cross the offset zone in any one hour, traffic control will be in accordance with Index No. 612.
2. No special signing is required.
3. This index also applies when work is being performed on a multilane undivided highway.
4. This index also applies to work performed in the median behind an existing barrier or more than 15' from the edge of travel way, both roadways. Work performed in the median behind curb and gutter shall be in accordance with Index No. 612.
5. When a side road intersects the highway within the work area, additional traffic control devices shall be placed in accordance with other applicable TCZ Indexes.
6. When construction activities encroach on a sidewalk, refer to Index No. 660.
7. For general TCZ requirements and additional information, refer to Index No. 600.

SYMBOLS

Work Area

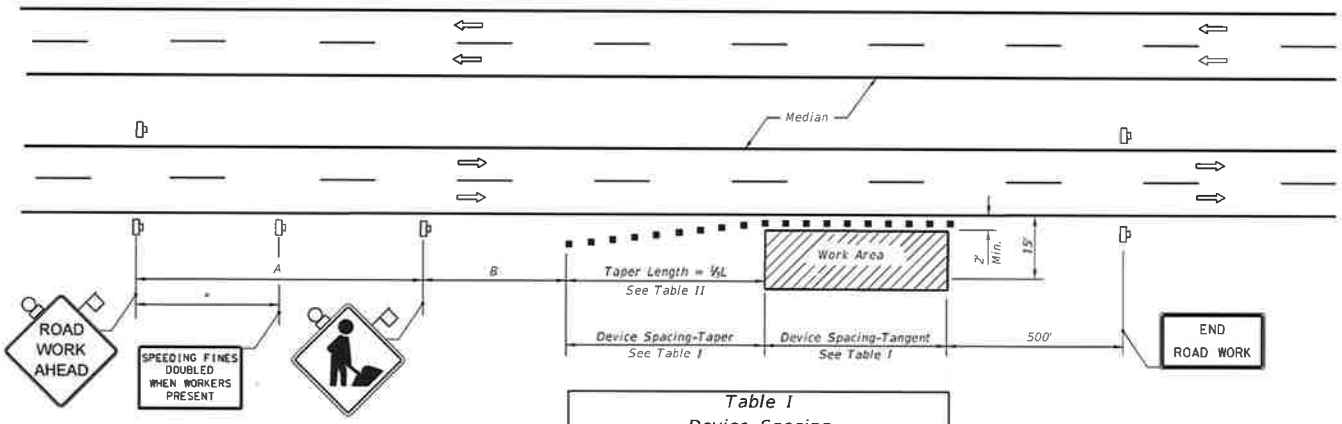
Lane Identification + Direction of Traffic

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS AND THEIR ACTIVITIES ARE BEHIND AN EXISTING BARRIER, MORE THAN 2' BEHIND THE CURB, OR 15' OR MORE FROM THE EDGE OF TRAVEL WAY.

LAST REVISION 07/01/05	REVISION	DESCRIPTION:	FDOT 2014 DESIGN STANDARDS	MULTILANE WORK OUTSIDE SHOULDER	INDEX NO. 611	SHEET NO. 1 of 1

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6/24/2013 6:32:59 PM



DISTANCE BETWEEN SIGNS		
Speed	Spacing (ft.)	
	A	B
40 mph or less	200	200
45 mph	350	350
50 mph or greater	500	500

* 500' beyond the ROAD WORK AHEAD sign or midway between signs whichever is less.

Table I
Device Spacing

Speed (mph)	Max. Distance Between Devices (ft.)			
	Cones or Tubular Markers		Type I or Type II Barricades or Vertical Panels or Drums	
	Taper	Tangent	Taper	Tangent
25	25	50	25	50
30 to 45	25	50	30	50
50 to 70	25	50	50	100

Table II
Taper Length - Shoulder

Speed (mph)	½L (ft.)			Notes
	8' Shldr.	10' Shldr.	12' Shldr.	
25	28	35	42	$L = \frac{WS^2}{60}$
30	40	50	60	
35	55	68	82	
40	72	90	107	
45	120	150	180	L=WS
50	133	167	200	
55	147	183	220	
60	160	200	240	
65	173	217	260	
70	187	233	280	

8' minimum shoulder width.

½L = Length of shoulder taper in feet

W = Width of total shoulder in feet (combined paved and unpaved width)

S = Posted speed limit (mph)

SYMBOLS

- Work Area
- Sign With 18" X 18" (Min.) Orange Flag And Type B Light
- Channelizing Device (See Index No. 600)
- Work Zone Sign
- Lane Identification + Direction of Traffic

GENERAL NOTES

1. If the work operation encroaches on the through traffic lanes or when four or more work vehicles enter the through traffic lanes in a one hour period (excluding establishing and terminating the work area), a flagger shall be provided and a FLAGGER sign shall be substituted for the WORKERS sign. The flagger shall be positioned at the point of vehicle entry or departure from the work area.
2. This TCZ plan also applies to work performed in the median more than 2' but less than 15' from the edge of travelway.
3. When work is being performed on a multilane undivided roadway the signs normally mounted in the median (as shown) shall be omitted.
4. WORKERS signs to be removed or fully covered when no work is being performed.
5. SHOULDER WORK sign may be used as an alternate to the WORKER symbol sign.
6. When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TCZ Indexes.
7. For general TCZ requirements and additional information, refer to Index No. 600.

DURATION NOTES

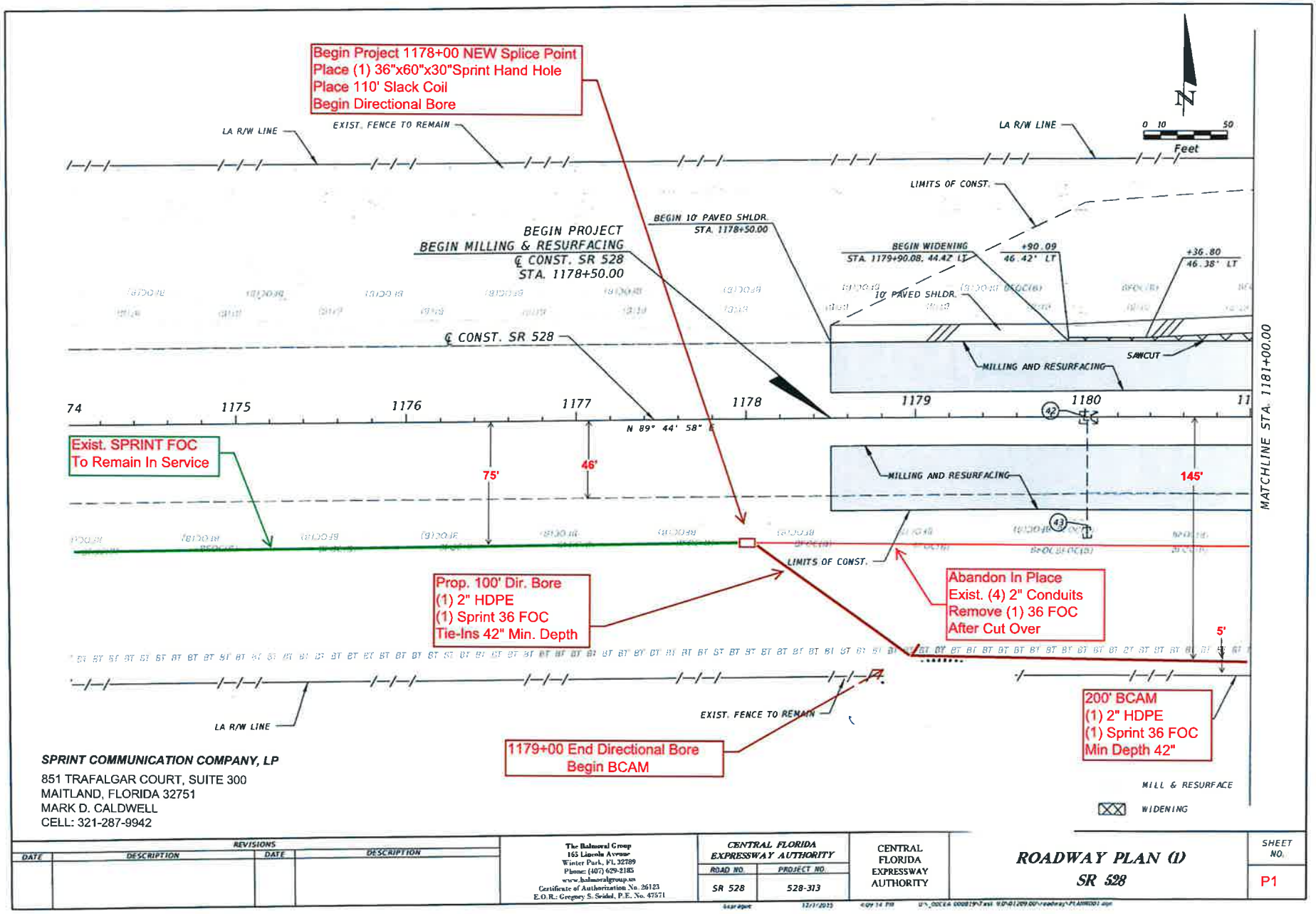
1. Signs and channelizing devices may be omitted if all of the following conditions are met:
   a. Work operations are 60 minutes or less.
   b. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH THE AREA CLOSER THAN 15' BUT NOT CLOSER THAN 2' TO THE EDGE OF TRAVEL WAY.

C:\Projects\standards\roadway\600s\s600612-01.dgn
6/24/2013 6:33:19 PM

LAST REVISION 07/01/07	REVISION	DESCRIPTION:	FDOT 2014 DESIGN STANDARDS	MULTILANE, WORK ON SHOULDER	INDEX NO. 612	SHEET NO. 1 of 1



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851 TRAFALGAR COURT, SUITE 300
MAITLAND, FLORIDA 32751
MARK D. CALDWELL
CELL: 321-287-9942

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

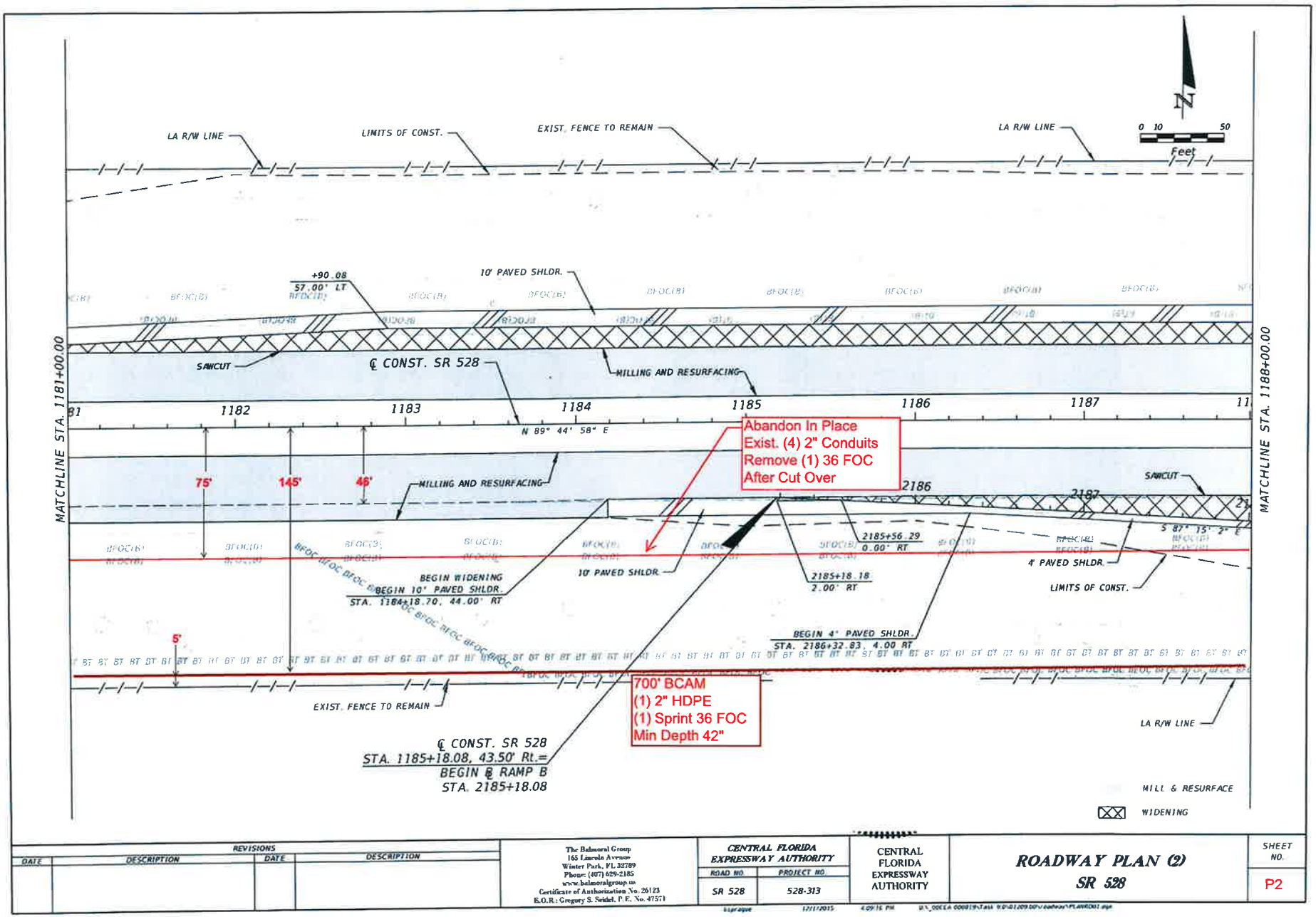
The Balmoral Group
165 Lincoln Avenue
Winter Park, FL 32789
Phone: (407) 629-2185
www.balmoralgroup.us
Certificate of Authorization No. 26123
E.O.R.: Gregory S. Seidel, P.E. No. 47571

CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
ROAD NO.	PROJECT NO.
SR 528	528-313

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ROADWAY PLAN (1)
SR 528

SHEET NO. P1



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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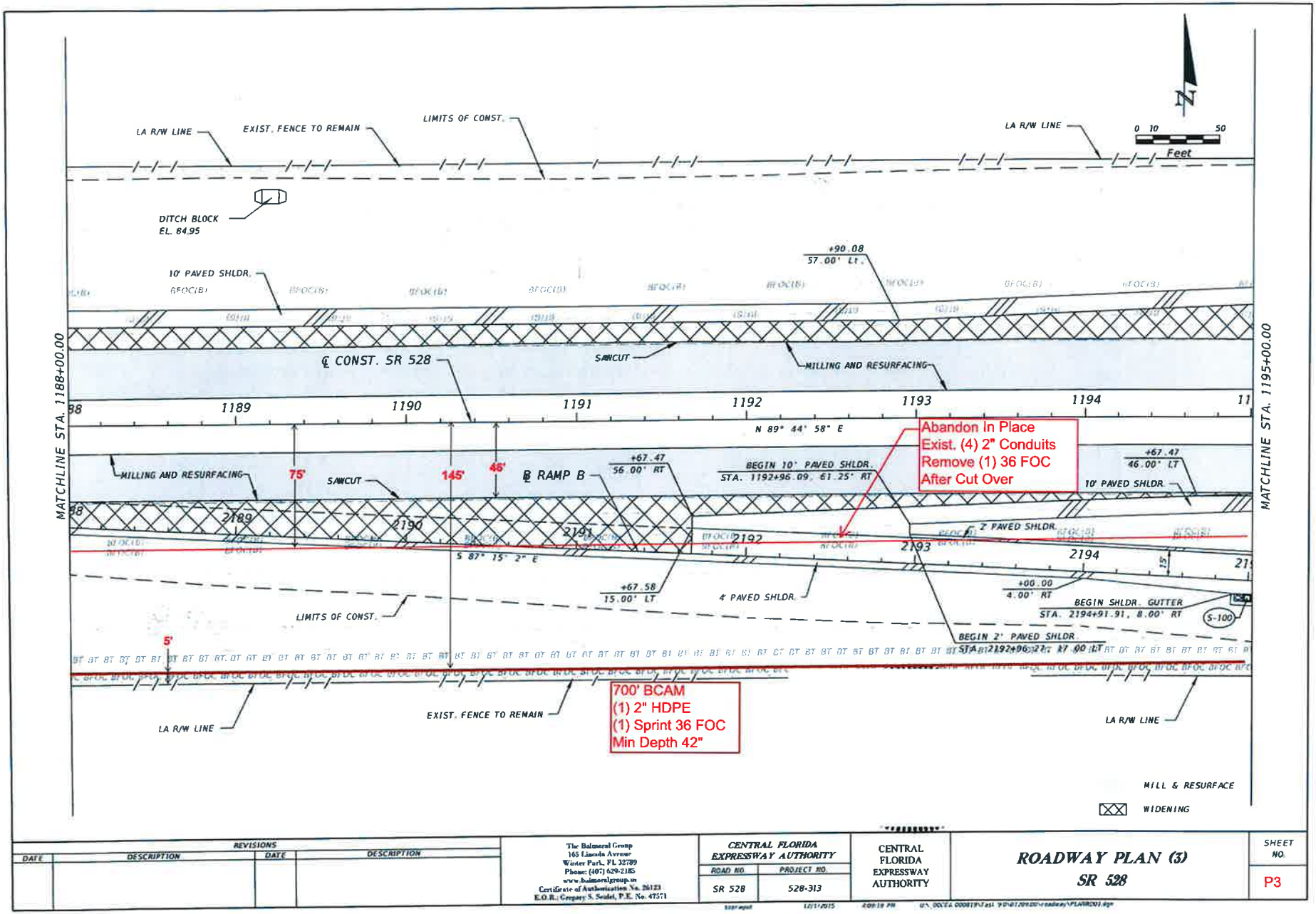
CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
ROAD NO.	PROJECT NO.
SR 528	528-313

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ROADWAY PLAN (2)
SR 528

SHEET NO. P2

12/17/2015



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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Phone: (407) 629-2185
www.balmoralgroup.us
Certificate of Authorization No. 26123
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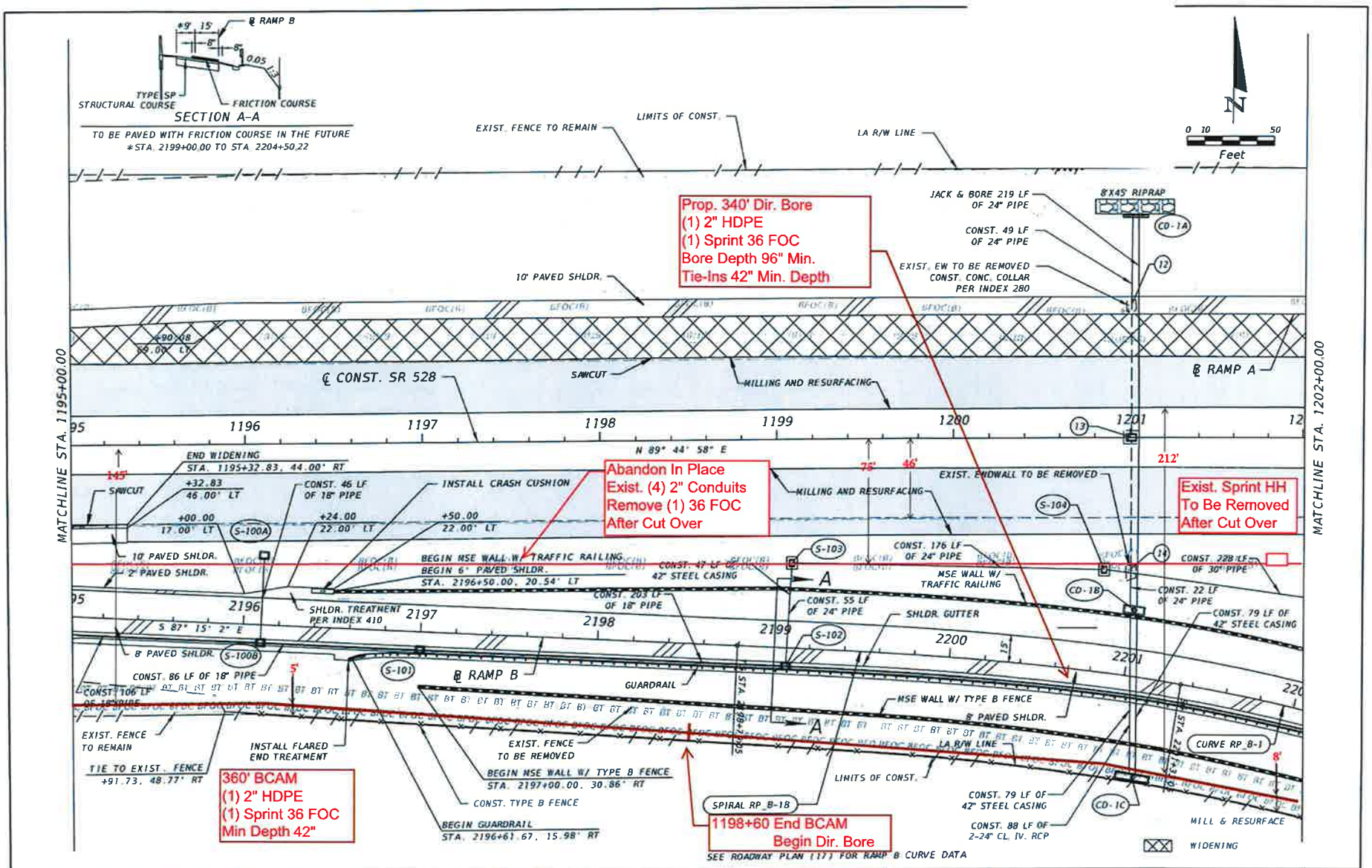
CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
ROAD NO.	PROJECT NO.
SR 528	528-313

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ROADWAY PLAN (3)
SR 528

SHEET NO.
P3

12/17/2015



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

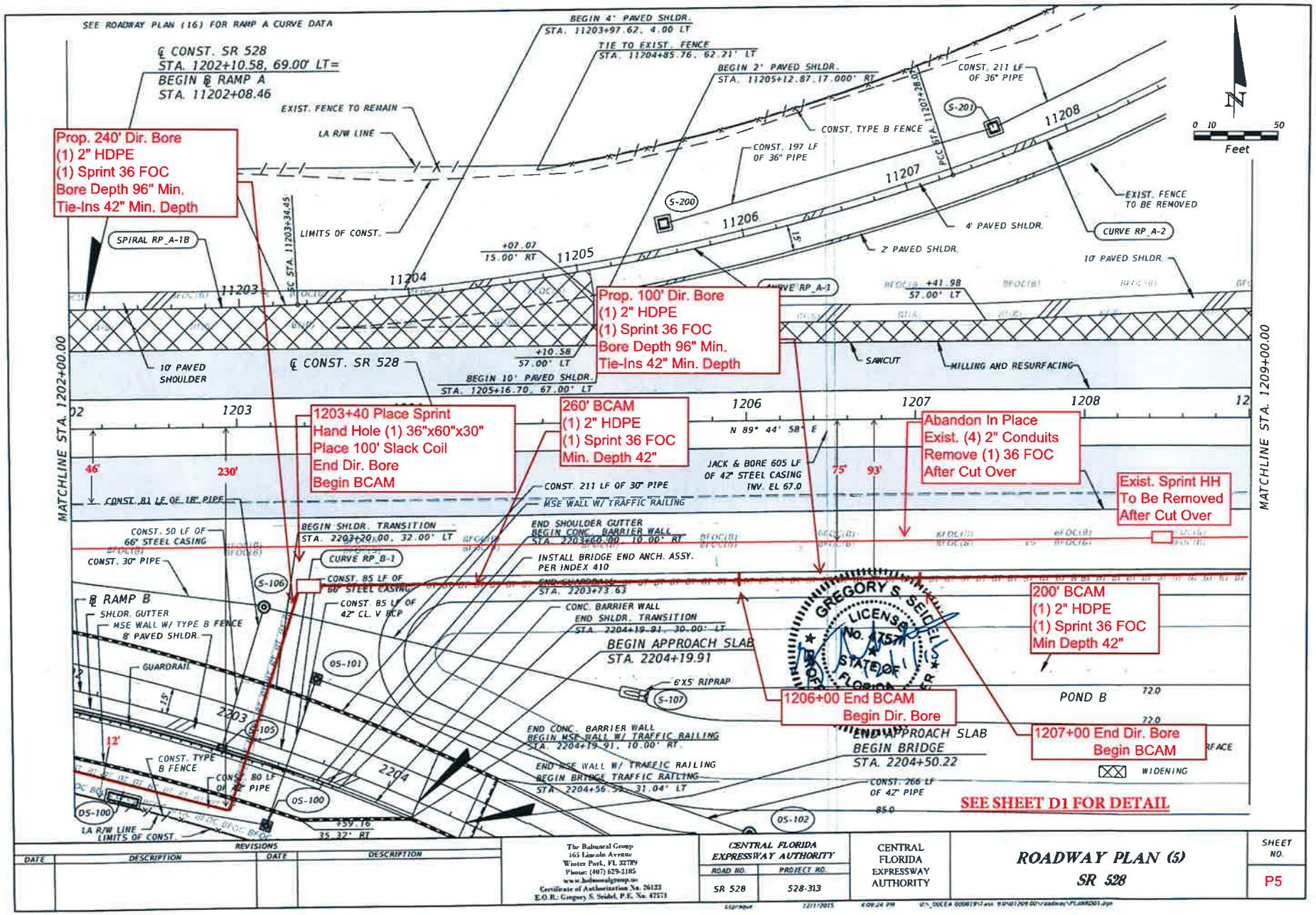
The Balmoral Group
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CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
ROAD NO.	PROJECT NO.
SR 528	528-313

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ROADWAY PLAN (4)
SR 528

SHEET NO. P4



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

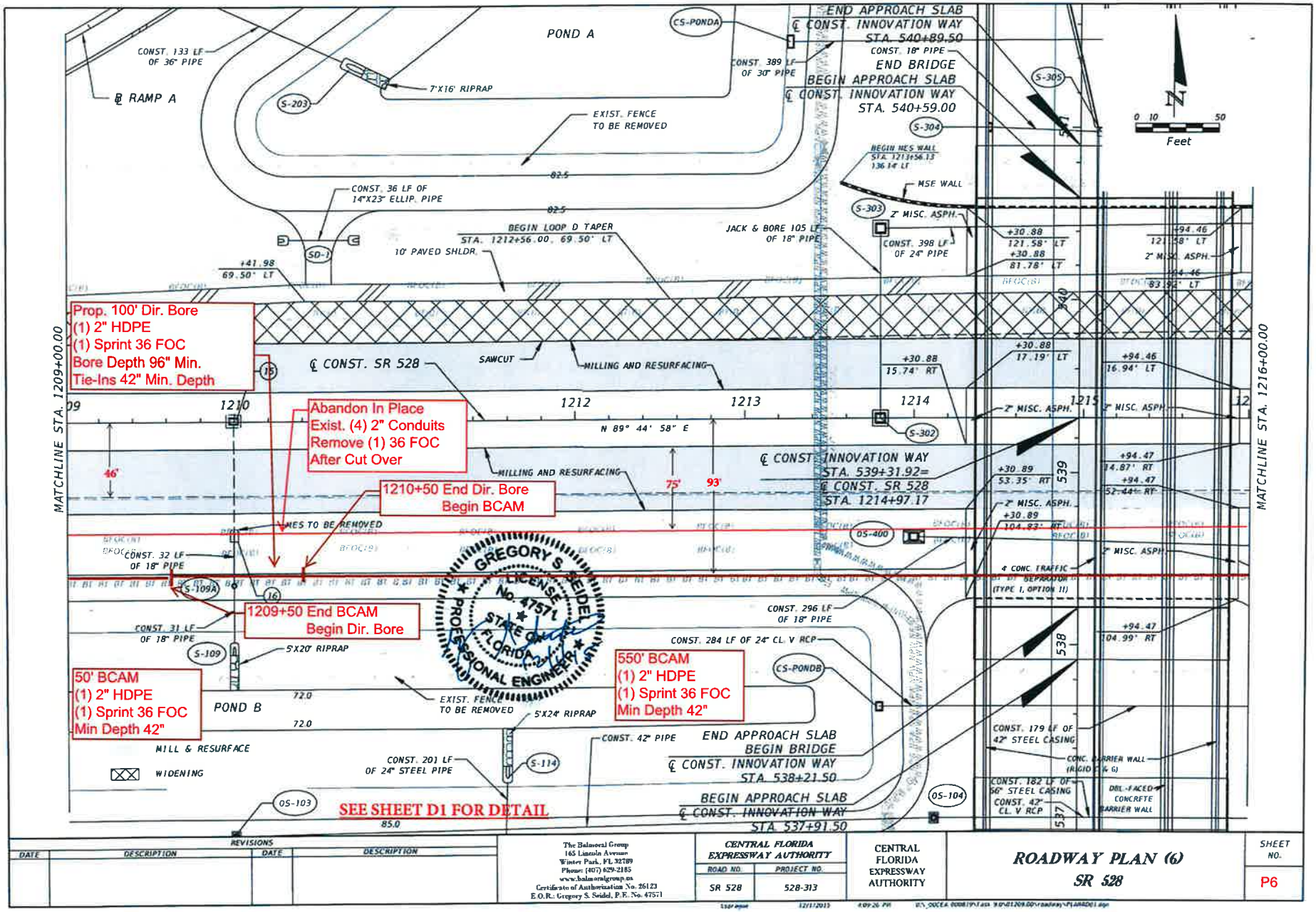
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www.balmoralgroup.us
Certificate of Authorization No. 26123
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CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
ROAD NO.	PROJECT NO.
SR 528	528-313

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ROADWAY PLAN (5)
SR 528

SHEET NO.
P5



REVISIONS			
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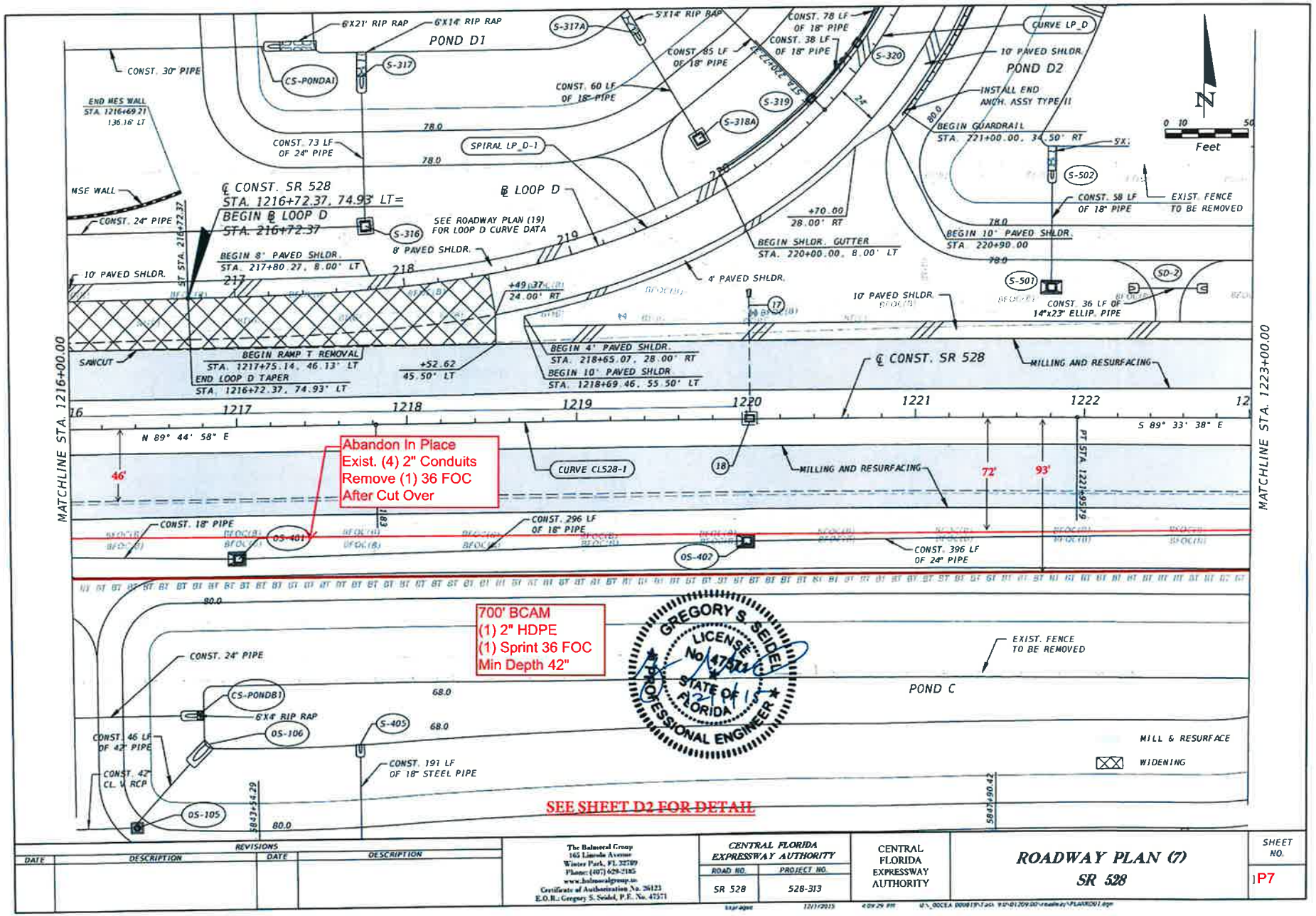
The Balmoral Group
165 Lincoln Avenue
Winter Park, FL 32789
Phone: (407) 629-2185
www.balmoralgroup.us
Certificate of Authorization No. 26123
E.O.R.: Gregory S. Seidel, P.E. No. 47571

CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
ROAD NO.	PROJECT NO.
SR 528	528-313

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ROADWAY PLAN (6)
SR 528

SHEET NO.
P6



REVISIONS			
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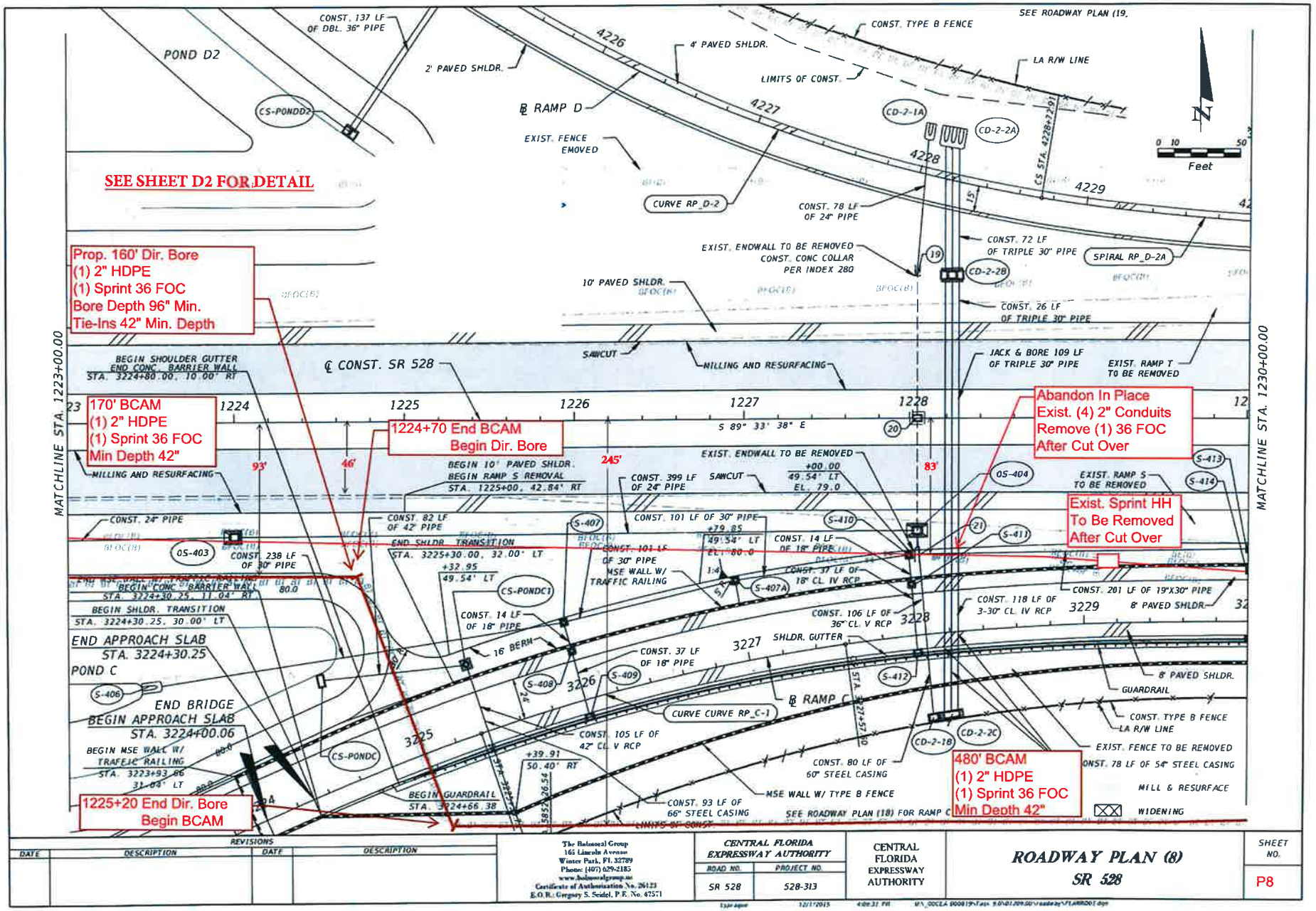
The Balmoral Group
165 Lincoln Avenue
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Phone: (407) 629-2185
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Certificate of Authorization No. 28123
E.O.R.: Gregory S. Seidel, P.E. No. 47571

CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
ROAD NO.	PROJECT NO.
SR 528	528-313

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ROADWAY PLAN (7)
SR 528

SHEET NO. P7



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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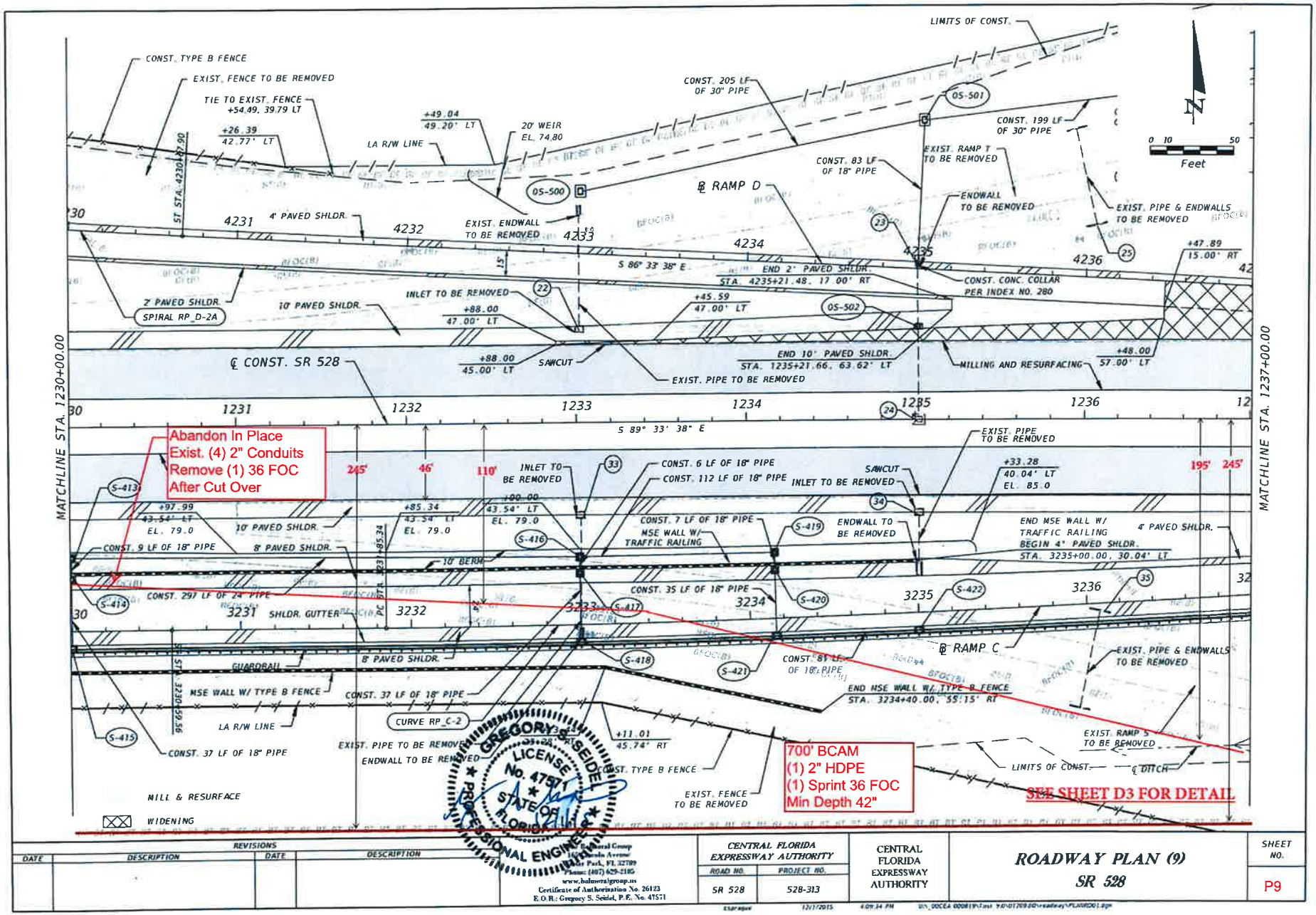
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ROAD NO.	PROJECT NO.
SR 528	528-313

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ROADWAY PLAN (8)

SR 528

SHEET NO. P8



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Hallmarq Group
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E.O.R.: Gregory S. Seidel, P.E. No. 47571

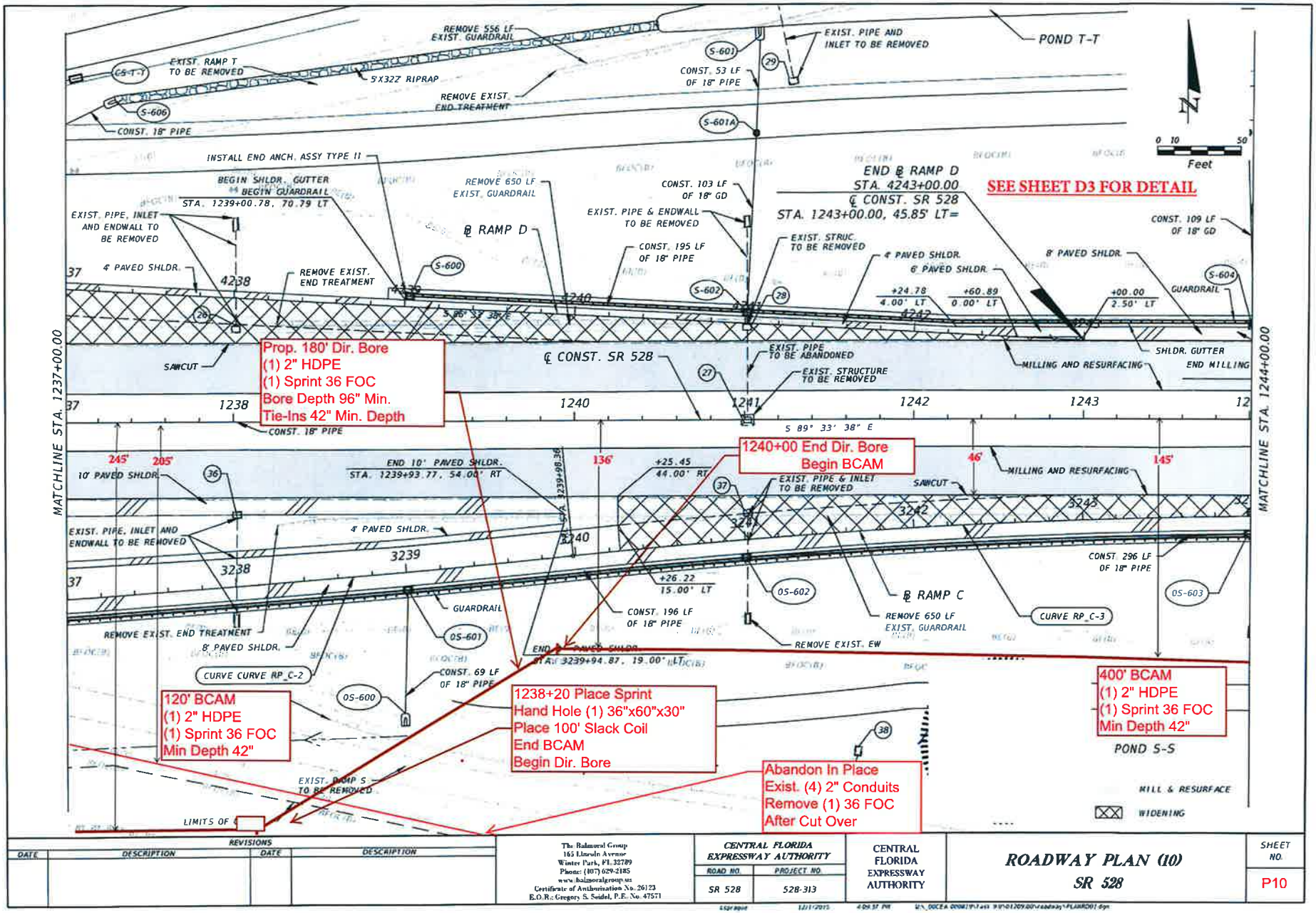
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ROAD NO.	PROJECT NO.
SR 528	528-313

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ROADWAY PLAN (9)
SR 528

SHEET NO. P9

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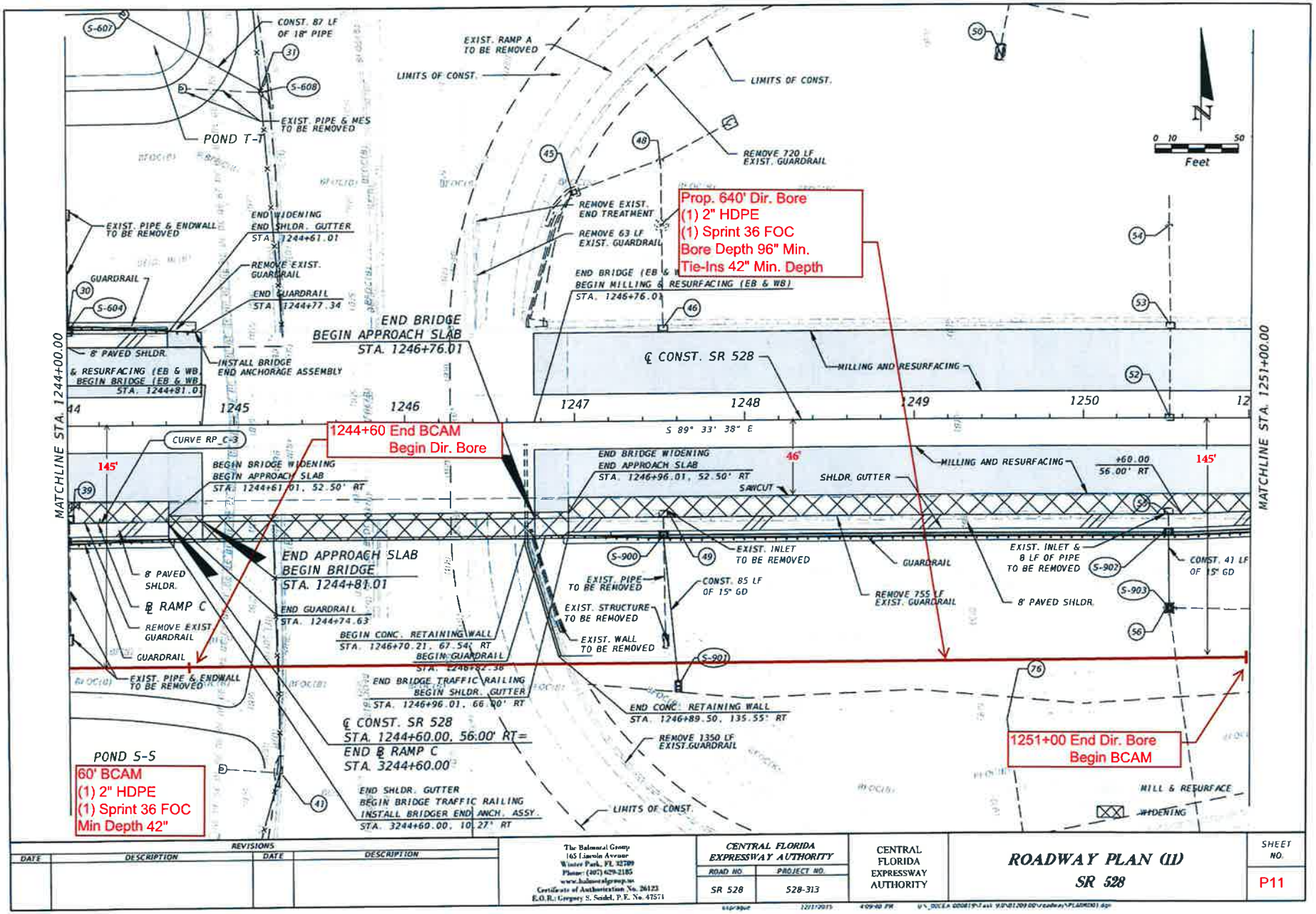
The Balmoral Group
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CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
ROAD NO.	PROJECT NO.
SR 528	528-313

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ROADWAY PLAN (10)
SR 528

SHEET NO. P10



REVISIONS			
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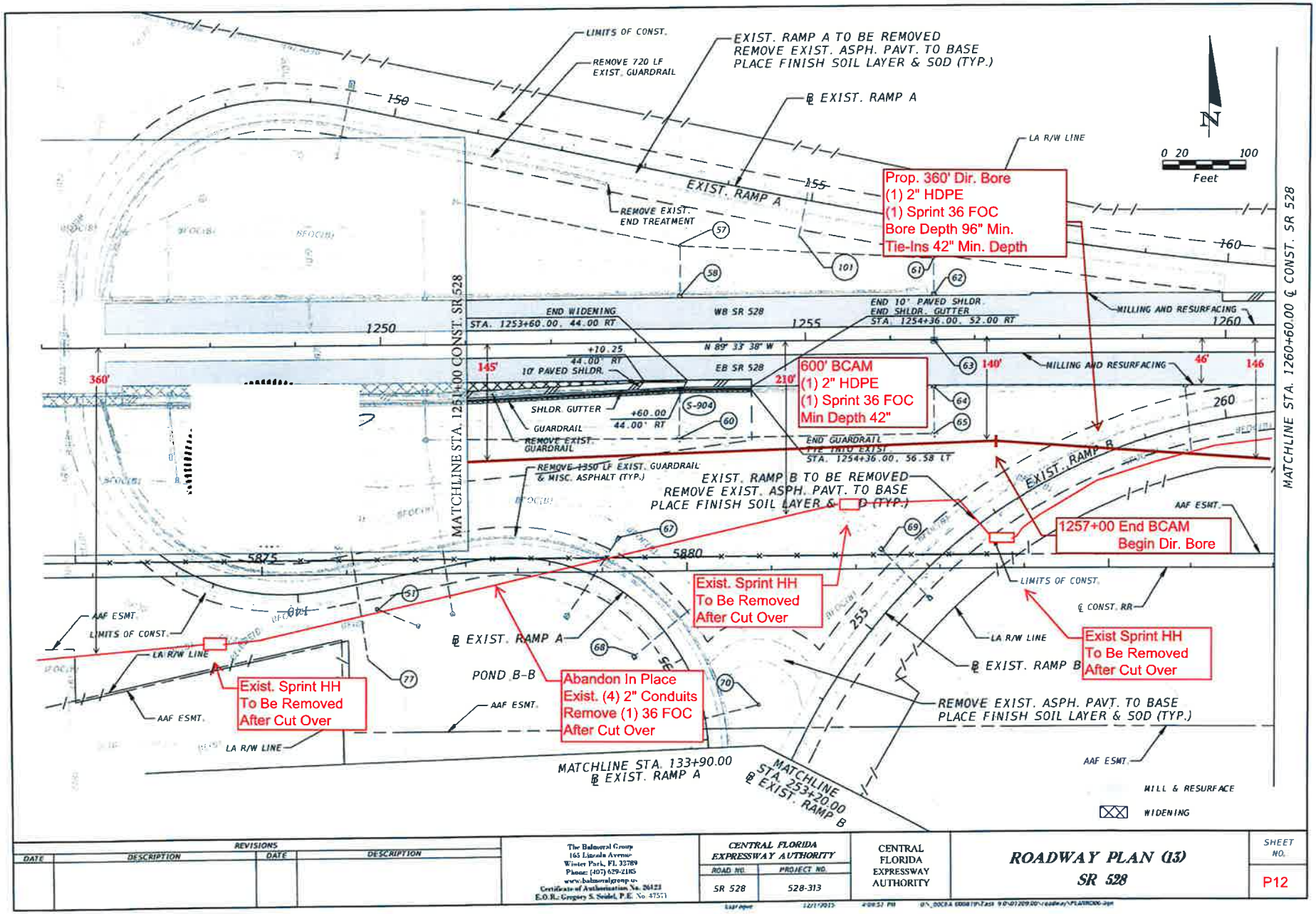
The Balmoral Group
165 Lincoln Avenue
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Phone: (407) 629-2185
www.balmoralgroup.us
Certificate of Authorization No. 26123
E.O.R.: Gregory S. Seidel, P.E. No. 47571

CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
ROAD NO.	PROJECT NO.
SR 528	528-313

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ROADWAY PLAN (11)
SR 528

SHEET NO. P11



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

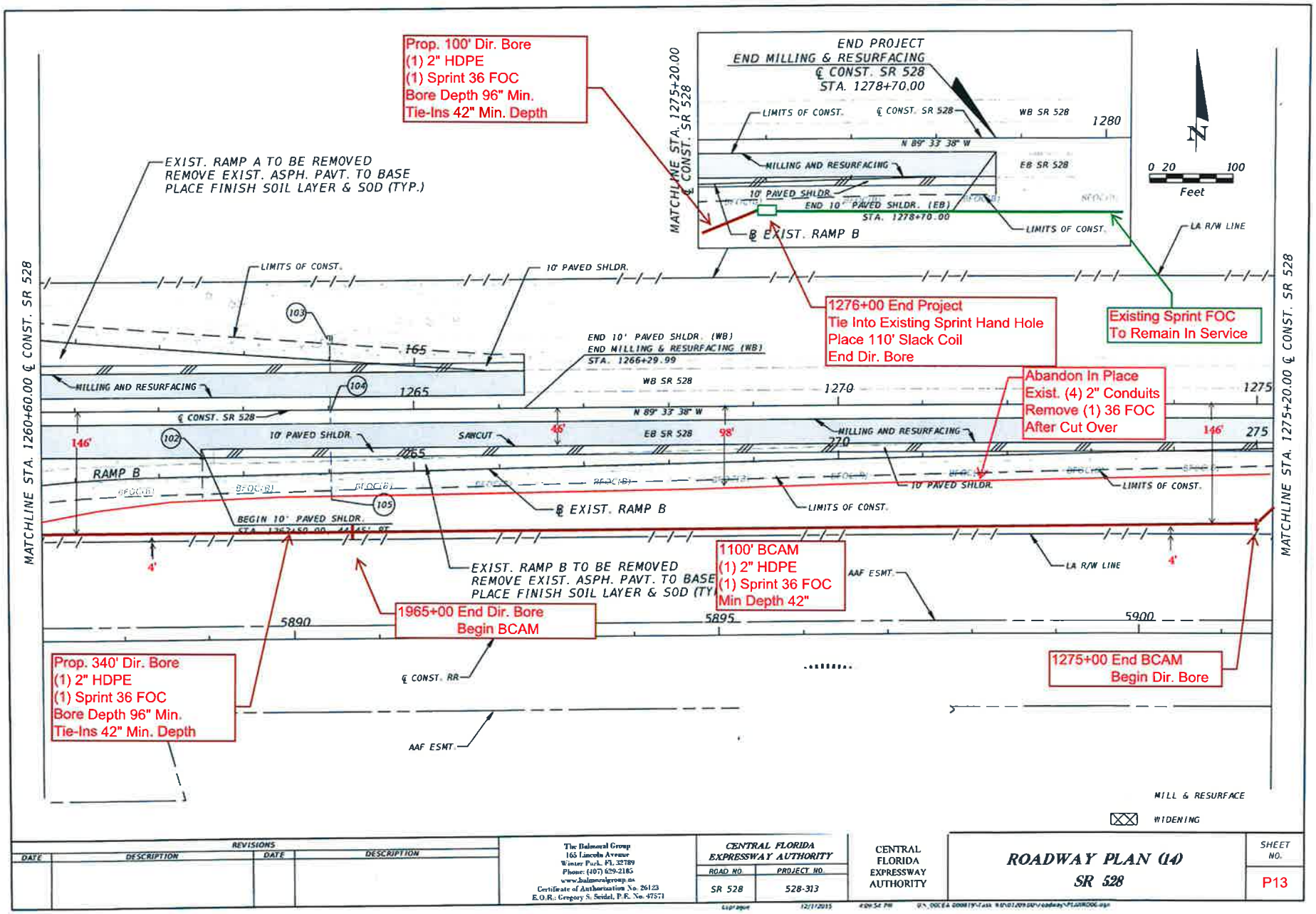
The Balmoral Group
165 Lincoln Avenue
Winter Park, FL 32789
Phone: (407) 629-2185
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Certificate of Authorization No. 26121
E.O.R.: Gregory S. Seidel, P.E. No. 47571

CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
ROAD NO.	PROJECT NO.
SR 528	528-313

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ROADWAY PLAN (13)
SR 528

SHEET NO.
P12



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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E.O.R.: Gregory S. Seidel, P.E. No. 47571

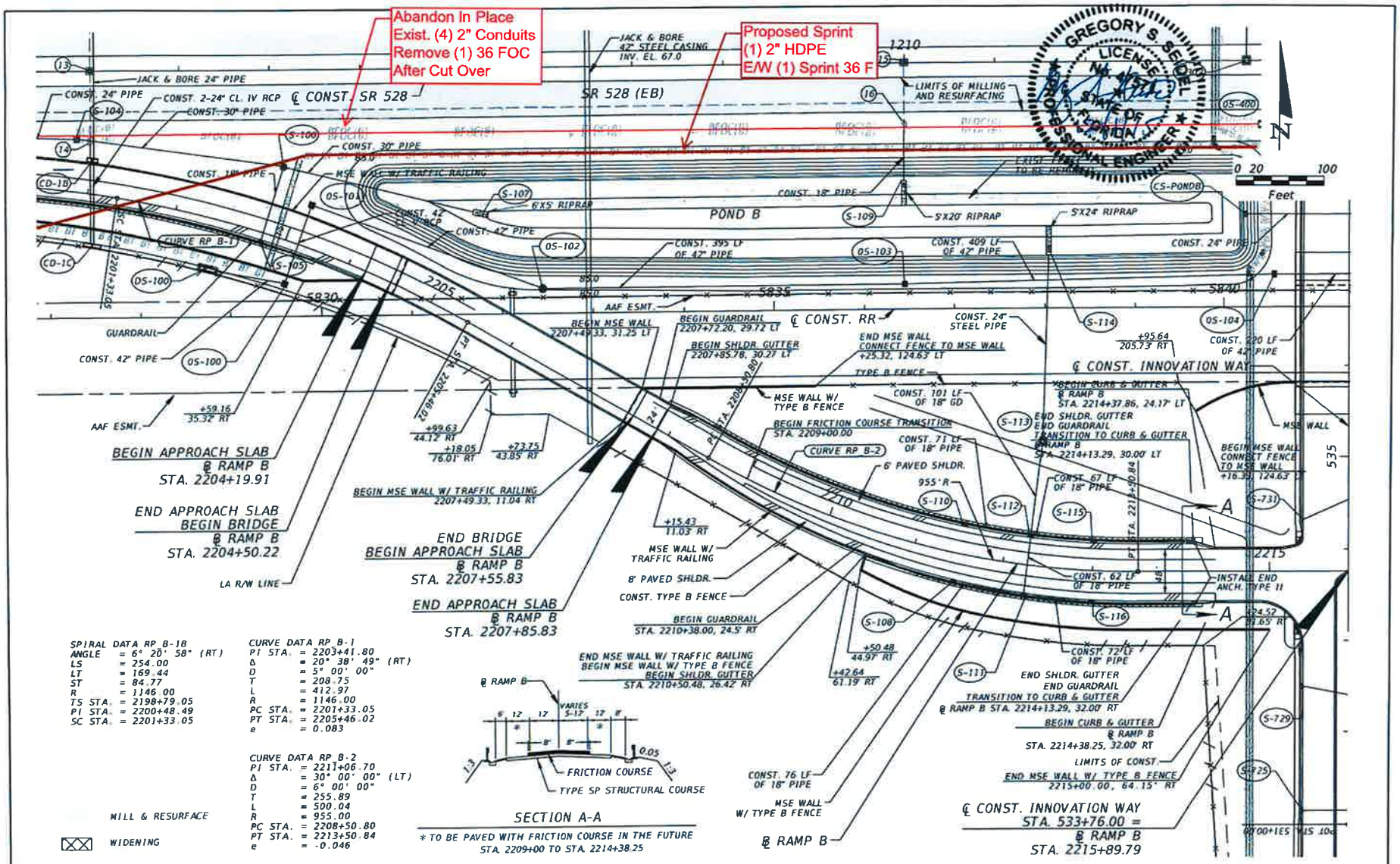
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ROAD NO.	PROJECT NO.
SR 528	528-313

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ROADWAY PLAN (14)
SR 528

SHEET NO.
P13

12/17/2015



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

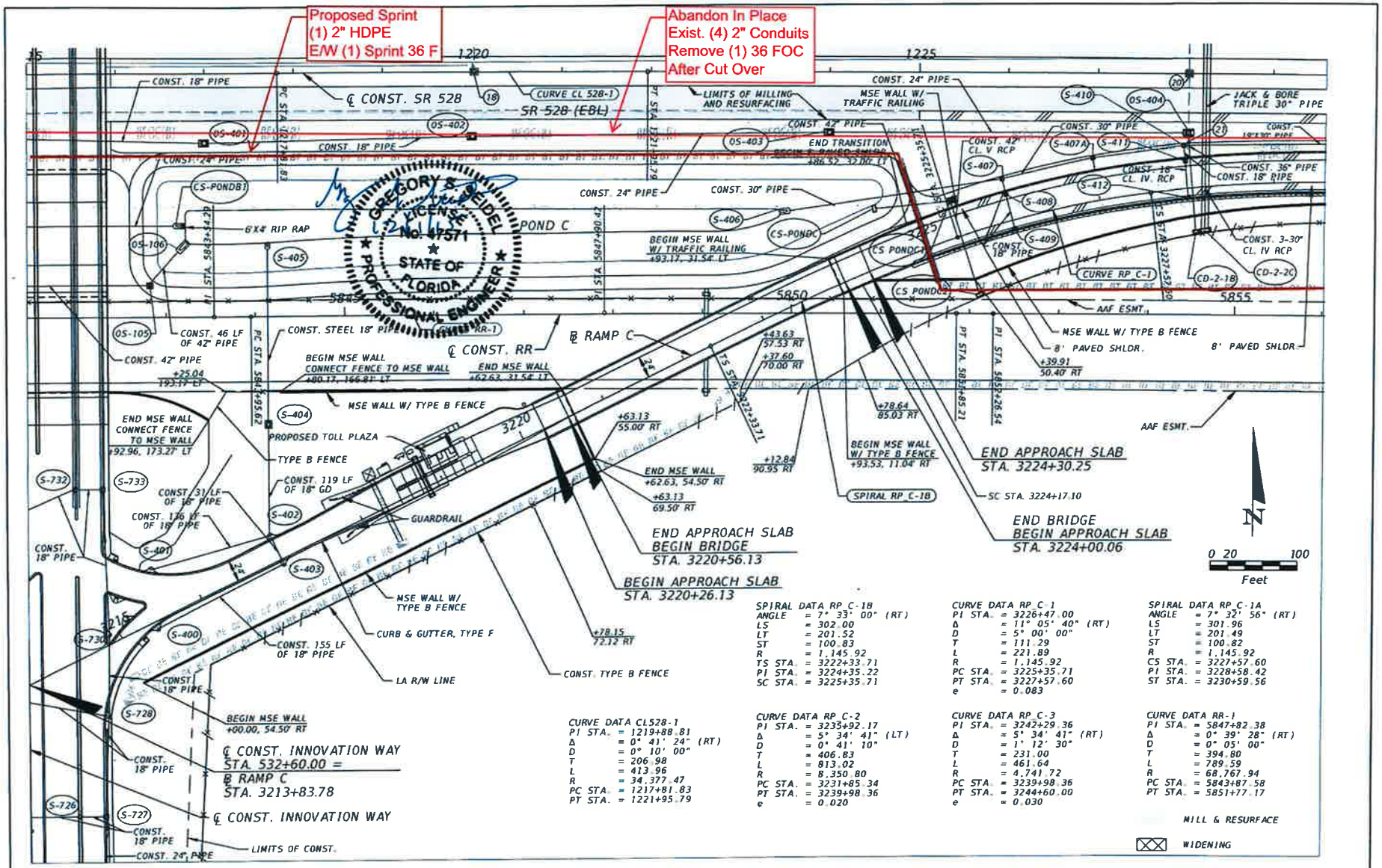
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CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
ROAD NO.	PROJECT NO.
SR 528	528-313

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ROADWAY PLAN (17)
RAMP B

SHEET NO. D1



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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Certificate of Authorization No. 26123
E.O.R.: Gregory S. Seidel, P.E. No. 47571

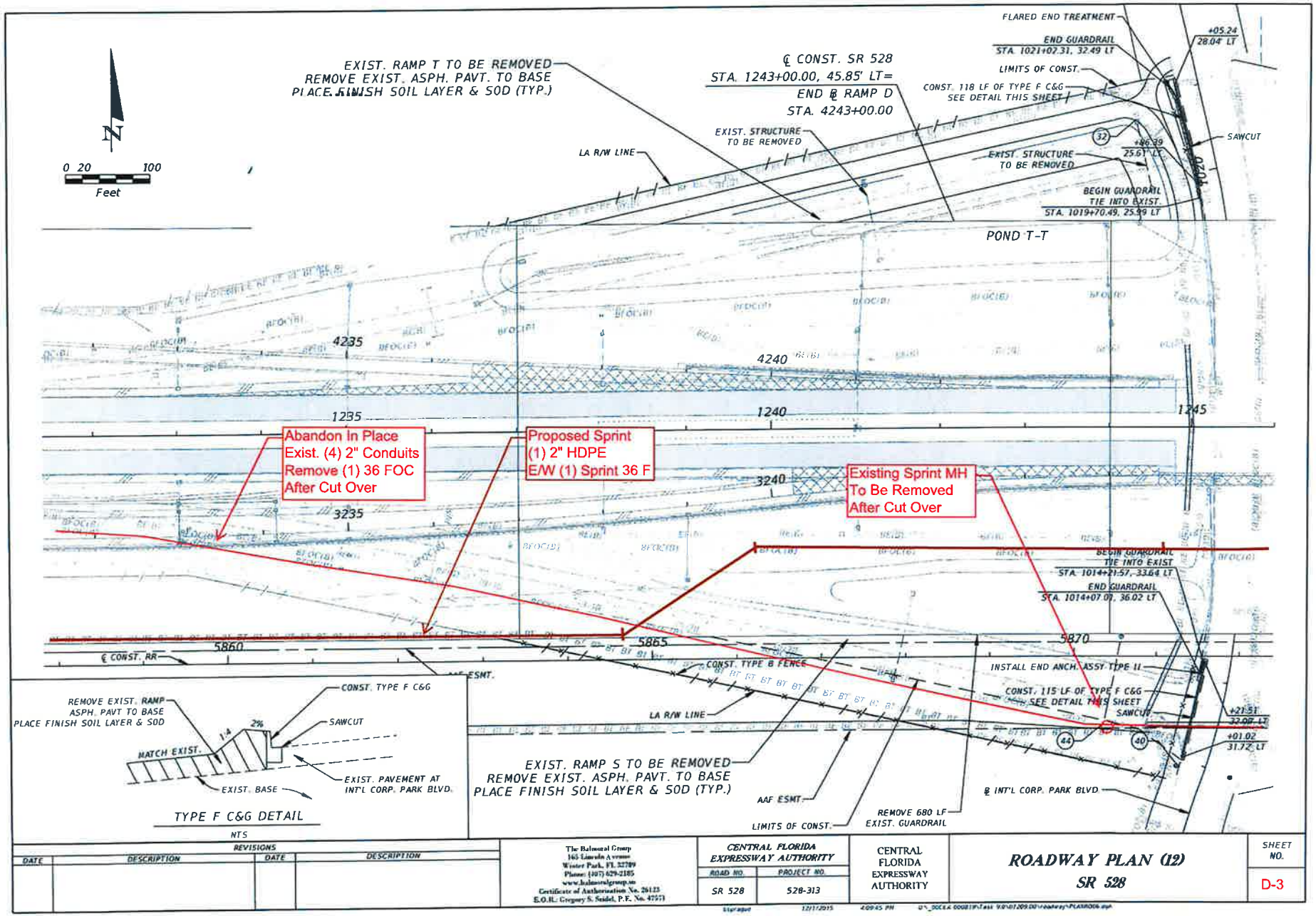
CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
ROAD NO.	PROJECT NO.
SR 528	528-313

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ROADWAY PLAN (18)
RAMP C

SHEET NO. D2

12/21/2015



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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165 Lincoln Avenue
Winter Park, FL 32789
Phone: (407) 629-2185
www.balmoralgroup.us
Certificate of Authorization No. 26123
E.O.R.: Gregory S. Seidel, P.E. No. 47573

CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
ROAD NO.	PROJECT NO.
SR 528	528-313

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ROADWAY PLAN (12)
SR 528

SHEET NO. D-3

12/17/2015 4:09:45 PM

CONSENT AGENDA ITEM

#4

MEMORANDUM

TO: CFX Board Members

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

DATE: June 27, 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 ($) July 2016	Total Amount ($) to Date*	Time Increase or Decrease
429-654C	Southland Construction, Inc.	SR 429/CR 535 South Off Ramp Improvements	$ 2,042,198.88	$ -	$ (38,398.73)	$ 2,003,800.15	0
253F	The Lane Construction Corp.	SR 408/SR 417 Interchange Improvements Phase I	$ 36,744,623.00	$ -	$ (764,747.99)	$ 35,979,875.01	0
417-733	Ranger Construction Industries, Inc.	SR 417 Milling & Resurfacing, International Dr. to Moss Park Rd.	$ 18,513,580.17	$ -	$ 13,696.46	$ 18,527,276.63	0
429-202	Prince Contracting, LLC	SR 429, US 441 to North of Ponkan Rd.	$ 56,152,429.00	$ 12,078.42	$ 161,234.57	$ 56,325,741.99	0
599-732	Kenyon & Partners, Inc.	SR 417 Air Conditioner Replacements	$ 692,502.00	$ -	$ (30,809.34)	$ 661,692.66	0
				TOTAL	**$ (659,025.03)**		

* Includes Requested Amount for current month.

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

Contract 429-654C: SR 429/CR 535 South Off Ramp Improvements
Southland Construction, Inc.
SA 429-654C-0716-01

Adjustments for Contract Items

This adjustment in contract pay item quantities is requested to accuratly reflect the actual authorized quantities under the Contract to accomplish the intent of the project.

OVERRUN THE FOLLOWING ITEMS:

Portable Changeable Message Sign, Temporary	$	3,240.00
Optional Base, Base Group 01 (4" Limerock LBR 100) w/ Prime	$	1,155.00
Optional Base, Base Group 09 (10" Limerock LBR 100) w/ Prime	$	1,573.20
Milling Existing Asphalt Pavement, 3/4" Avg Depth	$	3,676.40
Asphalt Concrete Friction Course, Inc. Bit., FC-5, PG 76-22	$	12,251.56
Asphalt Concrete Friction Course, Traffic C, FC-12.5, PG 76-22	$	1,541.28
Misc. Asphalt Pavement	$	517.40
Concrete Curb and Gutter, Type F	$	104.80
Performance Turf, Sod	$	36,373.05
Conduit, Furnish and Install, Directional Bore	$	7,585.20
Fiber Optic Cable, SM, 12 Fiber, Furnish & Istall	$	1,054.17
Fiber Optic Cable, SM, 72 Fiber, Furnish & Istall	$	266.64
Fiber Optic Splice Enclosure, 72 Splice, Furnish & Istall	$	860.00
Fiber Optic Fusion Splice	$	1,060.40
Fiber Optic Conduit, 9-1" HDPE/SDR 11, Trench or Plow	$	142.40
Electric Service Disconnect, F&I, Pole	$	1,320.00
Fiber Optic Patch Panel, 12 Port, Furnish & Istall	$	2,200.00
Thermoplastic, Standard, White, Arrow	$	166.00
Preformed Tape, High Performance, White, Solid, 8"	$	63.20
Preformed Tape, High Performance, Yellow, Solid, 6"	$	82.00
Preformed Tape, High Performance, White/Black Contrast, Solid, 9"	$	96.30
Lighting Conductors, F&I, Insulated, #8-6	$	297.00
Conductors, F&I, Insulated, #6	$	1,069.20
Conduit, F&I, UG, 2" Sch 40 PVC	$	22.00
Light Pole Complete, Relocate	$	5,400.00
	$	82,117.20

UNDERRUN THE FOLLOWING ITEMS:		
Maintenance of Traffic for Roadway Repair Contingency	$	(900.00)
Type B Stabilization	$	(98.00)
Milling Existing Asphalt Pavement, 1 1/2" Avg Depth	$	(4,428.90)
Roadway Repair Contigency	$	(1,000.00)
Superpave Asphalt Concrete, Traffic C, PG 76-22	$	(11,534.76)
Shoulder Gutter, Concrete	$	(1,165.65)
Inspector Training for Data Collection Sensors	$	(5,500.00)
Conduit, Furnish & Istall, Open Trench	$	(851.00)
Fiber Optic Conduit HDPE/SDE 11 Outer Duct w/ Conduit 9-1" HDPE, Direct Bore	$	(1,890.00)
Retro-Reflective Pavement Marker	$	(115.20)
Thermoplastic, Standard, White, Message	$	(1,540.00)
Pavement Markings, Preformed Tape, HP, White, Solid, 18"	$	(106.40)
Lighting Conductors, F&I, Insulated, #4-2	$	(107.10)
Allowance for Disputes Review Board	$	(10,000.00)
Work Order Allowance	$	(81,278.92)
	$	(120,515.93)
TOTAL AMOUNT FOR PROJECT 429-654C	**$**	**(38,398.73)**

Contract 253F: SR 408/SR 417 Interchange Improvements Phase I
The Lane Construction Corp.
SA 253F-0716-001

Eliminate Reinforced Concrete Carrier Pipe Inside Steel Casing in Wall Zones

This change is requested by CFX. The plans call for proposed drainage runs to be installed within wall zones (as defined in the FDOT Drainage Manual) to utilize Reinforced Concrete Pipe (RCP) as the carrier pipe inside steel casing and the space in-between to be grout filled. The current drainage design manual allows for steel casing to be utilized as the carrier pipe if it meets Load Resistance Factor Design (LRFD) and 100-year service life requirements. This field change will eliminate the Reinforced Concrete Pipe and utilize steel casing as the carrier pipe for the drainage runs within the wall zones.

DECREASE THE FOLLOWING ITEMS:		
Pipe Culvert (SRCP) (Storm & Cross Drain) (Round) (Incl. Sleeve) (18")	$	(89,910.00)
Pipe Culvert (SRCP) (Storm & Cross Drain) (Round) (Incl. Sleeve) (24")	$	(35,625.00)
Pipe Culvert (SRCP) (Storn & Cross Drain) (Round) (Incl. Sleeve) (48")	$	(129,500.00)
	$	(255,035.00)
ADD THE FOLLOWING ITEMS:		
Pipe Culvert (Steel Casing)(Storm & Cross Drain)(Round)(Incl. Sleeve)(18")	$	59,040.90
Pipe Culvert (Steel Casing)(Storm & Cross Drain)(Round)(Incl. Sleeve)(24")	$	25,627.20
Pipe Culvert (Steel Casing)(Storm & Cross Drain)(Round)(Incl. Sleeve)(48")	$	69,507.83
	$	154,175.93
Subtotal: Eliminate Reinforced Concrete Carrier Pipe Inside Steel Casing in Wall Zones	$	(100,859.07)

Eliminate Reinforced Concrete Carrier Pipe Inside Steel Casing in Jack and Bore Runs

This change is requested by CFX. The plans call for proposed drainage runs to be installed by the jack and bore method to utilize Reinforced Concrete Pipe (RCP) as the carrier pipe inside steel casing and the space in-between to be grout filled. The current drainage design manual allows for steel casing to be utilized as the carrier pipe if it meets 100-year service life requirements. This field change will eliminate the Reinforced Concrete Pipe and utilize steel casing as the carrier pipe for the drainage runs installed by the jack and bore method.

INCREASE THE FOLLOWING ITEM:		
Pipe Culvert (SRCP) (Storm & Cross Drain) (Round) (Jack & Bore) (42")	$	511,500.00
DECREASE THE FOLLOWING ITEMS:		
Pipe Culvert (SRCP) (Storm & Cross Drain) (Round) (18")	$	(45,408.00)
Pipe Culvert (SRCP) (Storm & Cross Drain) (Round) (24")	$	(24,552.00)
Pipe Culvert (SRCP) (Storm & Cross Drain) (Round) (42")	$	(111,628.00)
Pipe Culvert (SRCP) (Storm & Cross Drain) (Round) (Jack & Bore) (30")	$	(232,200.00)
Pipe Culvert (SRCP) (Storm & Cross Drain) (Round) (Jack & Bore) (66")	$	(1,087,900.00)
	$	(1,501,688.00)
ADD THE FOLLOWING ITEMS:		
Pipe Culvert (SRCP) (Storm & Cross Drain) (Round) (Jack & Bore) (18")	$	210,223.56
Pipe Culvert (SRCP) (Storm & Cross Drain) (Round) (Jack & Bore) (24")	$	116,075.52
	$	326,299.08
Subtotal: Eliminate Reinforced Concrete Carrier Pipe Inside Steel Casing in Jack and Bore Runs	$	(663,888.92)
TOTAL AMOUNT FOR PROJECT 253F	**$**	**(764,747.99)**

Contract 417-733: SR 417 Milling & Resurfacing, International Dr. to Moss Park Rd.
Ranger Construction Industries, Inc.
SA 417-733-0716-0001

Added Work at Orange Avenue

It has been determined by CFX that this area needs to be added to the scope of work for this contract. This location was originally shown in the plans as one of the exception areas that would not be milled and resurfaced. Following a review, it was determined that this location was omitted from a previous project and will need to be completed as part of this project.

INCREASE THE FOLLOWING ITEMS:		
Milling 2 1/4"	$	6,840.84
Milling 2 3/4"	$	6,448.08
Milling 1 1/2"	$	4,467.97
Superpave TL-D PG 76-22	$	41,841.41
Asphalt Rubber Membrane Interlayer	$	10,746.80
Friction Course-5 PG 76-22 Black Granite	$	27,131.00
Rumble Strips Ground In	$	633.50
Sod (Shoulder Treatment)	$	3,254.52
Solid Traffic Stripe PPRT 6" Yellow	$	5,885.25
Solid Traffic Stripe PPRT Contrast 9"	$	9,615.20
Skip Traffic Stripe PPRT Contrast 9"	$	2,345.00
Retro-Reflective Pavement Markers (W/R)	$	158.40
	$	119,367.97
ADD THE FOLLOWING ITEM:		
Superpave Asphaltic Concrete Traffic Level(TL)-C (Non-Polymer Asphalt Mix)	$	13,692.64
Subtotal: Added Work at Orange Avenue	$	133,060.61

Asphalt Mix Change Mainline Ramp Shoulder Resurfacing

The scope of work for this project includes resurfacing with superpave structural course Traffic Level-D with polymer for mainline shoulders and superpave structural course Traffic Level-C with polymer for ramp shoulders. After further review of the plans it was discovered that the polymer mix would not be necessary on project shoulders as originally identified in the plans. In the interest of material cost savings to this project, superpave structural course Traffic Level-C non-polymer mix will be used in lieu of superpave structural course (Traffic Level-C and D) polymer mix for mainline and ramp shoulders.

ADD THE FOLLOWING ITEMS:		
Superpave Asphaltic Concrete, Traffic Level-C, Non-Polymer, Ramp Shoulder	$	207,121.23
Superpave Asphaltic Concrete, Traffic Level-C, Non-Polymer, Mainline Shoulder	$	1,166,913.57
	$	1,374,034.80
DECREASE THE FOLLOWING ITEMS:		
Superpave Asphaltic Concrete, Traffic Level-C, Polymer, Ramp Shoulder	$	(219,885.48)
Superpave Asphaltic Concrete, Traffic Level-C, Polymer, Mainline Shoulder	$	(1,273,513.47)
	$	(1,493,398.95)
Subtotal: Asphalt Mix Change Mainline Ramp Shoulder Resurfacing	$	(119,364.15)
TOTAL AMOUNT FOR PROJECT 417-733	**$**	**13,696.46**

Contract 429-202: SR 429, US 441 to North of Ponkan Rd.
Prince Contracting, LLC
SA 429-202-0716-02

Maintenance of Traffic at Connector Rd.

This change is as requested by CFX. Third party complaints were being received regarding erratic or difficult truck maneuvering at the intersection of Connector Rd. and SR 429. Trucks utilizing the intersection were having difficulty navigating the turn radius provided. Trucks were sometimes encroaching into adjacent lanes, indicating that the turn radius was not adequate. The Engineer of Record was requested to review the conditions. Plan Revision 2 was issued as a result of that review.

ADD THE FOLLOWING ITEM:		
Maintenance of Traffic at Connector Rd.	$	12,874.15

Sanitary Sewer in Stanton Ridge

The plans required construction of water, reclaim and sanitary utility service adjustments within the footprint of the abandoned Stanton Ridge subdivision. During pursuit of the work it was discovered that a portion of the existing sanitary served an existing subdivision located to the west. Additionally, the plans require existing utilities to remain, unless otherwise noted. A portion of the existing sewer required to remain in service was not depicted for removal, but was required to be removed to construct the new. This is full and complete settlement to issues related to the work required to maintain uninterrupted service

ADD THE FOLLOWING ITEM:		
Sanitary Sewer in Stanton Ridge	$	11,965.57

Water Line at Plymouth Sorrento

The plans required construction of a water main by-pass around the existing water main at Plymouth Sorrento. The plan depicts the work to require two line stops. By coordination with the utility, a sequence was developed to reduce the required number of line stops. That sequence required the utility to manage the existing valves. At the time of initial attempt at the work, the utility could not locate the valve necessary to operate during the work. As a result, the work was rescheduled. The utility happened to locate the valve on the second attempt to the work. This is full and complete settlement for the additional costs associated with the first attempt of the work and subsequent second attempt. The additional costs were offset by the pay item quantity reduction to the work as a result of utilizing the existing valve as a line stop.

ADD THE FOLLOWING ITEM:		
Water Line at Plymouth Sorrento - Settlement	$	16,540.31
DECREASE THE FOLLOWING ITEM:		
Utility Fixtures, Furnished & Installed, 8.0-19.9" Line Stop Assembly	$	(15,500.00)
Subtotal: Water Line at Plymouth Sorrento	$	1,040.31

Drainage Adjustments

This change is as requested by CFX. East of the Belgian St. overpass, the plans require construction of the new Belgian St. to blend back into existing. New drainage is required from S-208 through S-209, which also was intended to drain into existing drainage pipe. There is an existing drainage structure not contemplated by the plans. In addition, the existing Apopka utilities are in conflict with the proposed and existing drainage. To minimize disruption to the utility, the CEI provided the Engineer recommended drainage adjustments given the discovery of the existing drainage structure. The Engineer reviewed the circumstances and conditions and concurred with the CEI's recommendation.

ADD THE FOLLOWING ITEM:		
Drainage Adjustments	$	16,169.37
DECREASE THE FOLLOWING ITEM:		
Inlet, Curb, Type P-1, <10	$	(3,000.00)
Subtotal: Drainage Adjustments	$	13,169.37

Connector Rd. Rebar Lists

This change is as requested by CFX. The Contractor discovered discrepancies on the Connector Rd. bridges (NB and SB) reinforcing bar list as they were performing work on Piers 2 and 3, and submitted Request for Information (RFI) 056 seeking clarification to the rebar lists. The Engineer of Record subsequently modified the rebar lists as part of Plan Revision 4. This document provided evaluation to the plan quantity changes to reinforcement steel as a result of Plan Revision 4, and costs related to reordering steel that was adjusted by the revision but delivered to the site prior to its issuance. CFX considers this to be a premium cost and is pursing reimbursement from the Engineer.

ADD THE FOLLOWING ITEM:		
Connector Rd. Rebar Lists, Plan Revision 4	$	16,147.62
INCREASE THE FOLLOWING ITEMS:		
Reinforcing Steel, Superstructure	$	1,816.80
Reinforcing Steel, Substructure	$	784.00
	$	2,600.80
Subtotal: Connector Rd. Rebar Lists	$	18,748.42

Adjustments for Contract Items

This adjustment in contract pay item quantities is requested to accurately reflect the actual authorized quantities to date under the Contract.

INCREASE THE FOLLOWING ITEMS:		
Regular Excavation	$	22,380.00
Subsoil Excavation	$	22,975.50
Subsurface Pressure Grouting, Sand Cement	$	98,940.00
Single Post Sign, F&I, up to 12 SF	$	870.00
Light Pole Comp., 1 Arm Shoulder, Al 45	$	9,700.00
	$	154,865.50
DECREASE THE FOLLOWING ITEMS:		
Embankment	$	(34,686.75)
Grout Pipe Installation	$	(3,222.00)
Single Post Sign, F&I, BM up to 12 SF	$	(4,300.00)
Sign Panel, F&I, BM up to 12 SF	$	(2,920.00)
Light Pole Comp., 1 Arm Wall, Al 45"	$	(6,300.00)
	$	(51,428.75)
Subtotal: Adjustments for Contract Items	$	103,436.75
TOTAL AMOUNT FOR PROJECT 429-202	**$**	**161,234.57**

Contract 599-732: SR 417 Air Conditioner Replacements
Kenyon & Partners, Inc.
SA 599-732-0716-01

Adjustments for Contract Items

This adjustment in contract pay item quantities is requested to accurately reflect the actual authorized quantities to date under the Contract to accomplish the intent of the project..

UNDERRUN THE FOLLOWING ITEMS:		
Work Order Allowance	$	(25,809.34)
Disputes Review Board Allowance	$	(5,000.00)
	$	(30,809.34)
TOTAL AMOUNT FOR PROJECT 599-732	**$**	**(30,809.34)**

CONSENT AGENDA ITEM

#5

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: July 14, 2016

SUBJECT: Authorization to Advertise for Construction Bids
S.R. 528 Econlockhatchee River Bridge Replacements
Project 528-131, Contract No. 001098

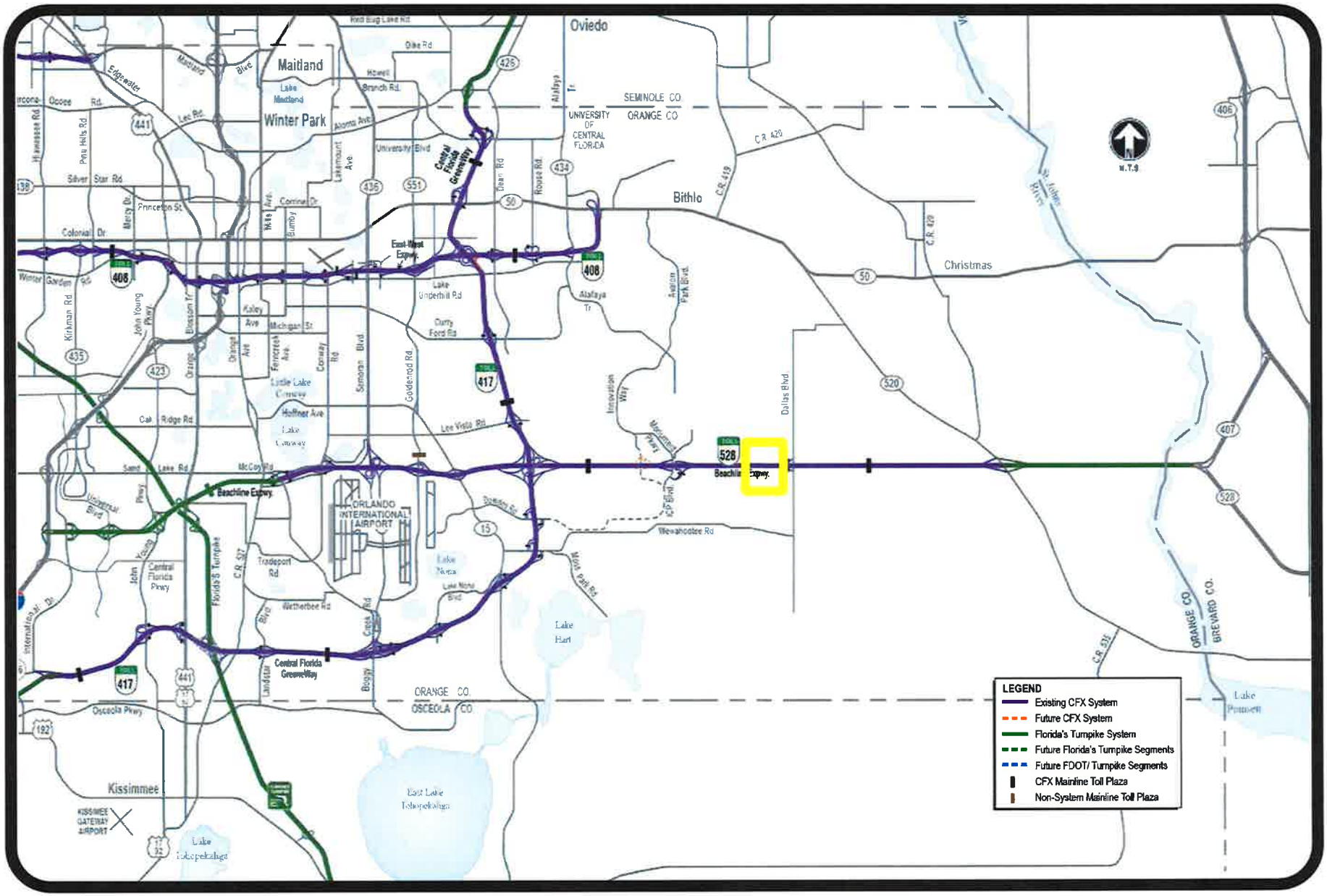
Board authorization is requested to advertise for construction bids for the S.R. 528 Econlockhatchee River Bridge Replacements. This project consists of full replacement of the Eastbound and Westbound bridges on S.R. 528 over the Econlockhatchee River. These bridges have exceeded their design life and have been identified through the bridge inspection program as in need of major repairs or replacement.

This project is included in the current 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 Econlockhatchee River Bridge Replacement (528-131)

CONSENT AGENDA ITEM

#6

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: June 29, 2016

RE: Award of Contract for
Audio/Video Equipment for Board Room
Project No. 599-912; Contract No. 001163

Background:

CFX attempted to piggy-back a contract with the State of Florida in January 2016. However, after communicating with the vendor for two months we were unsuccessful in getting the vendor to provide a quote. Therefore, a decision was made to issue an Invitation to Bid.

An Ad was ran in the Orlando Sentinel on May 22, 2016 with a mandatory pre bid meeting on June 15, 2016. At that meeting we had seven companies represented. On June 27, 2016 we held the bid opening wherein we received two bids.

The Procurement Department opened sealed bids on June 27, 2016, for the referenced project. Bid results were as follows:

	Bidder	**Bid Amount**
1.	The Integration Factory, Inc.	$365,567.00
2.	Wiring Technologies, Inc.	$426,000.00

The Engineer's Estimate for this project is $402,400.00.

Board approval is requested to enter into a contract with The Integration Factory, Inc. in the amount of $365,567.00.

Reviewed by:
Joseph Berenis
Chief of Infrastructure

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT
AUDIO/VIDEO EQUIPMENT FOR CFX BOARDROOM
CONTRACT NO. 001163

This Contract No. 001163 (the "Contract"), made this 14th day of July, 2016, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and The Integration Factory, Inc., of 485 Gus Hipp Boulevard, Rockledge, FL 32955, hereinafter the CONTRACTOR:

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

The work to be done under this Contract includes construction of all items associated with Contract No. 001163, Audio/Video Equipment for CFX Boardroom, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 150 calendar days. The Contract Amount is $365,567.00. This Contract was awarded by the CFX's Board of Directors at its meeting on July 14, 2016.

The Contract Documents consist of:

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

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

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Director of Procurement

DATE: _____

CONTRACTOR

By:_____
Signature

_____
Print Name

_____
Title

ATTEST: _____(Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for CFX

_____

CONSENT AGENDA ITEM

#7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: July 1, 2016

RE: Award of Contract for
CFX Headquarters Second Floor Renovations
Project No. 599-913; Contract No. 001214

The Board approved on January 14, 2016 to amend the FY 2016-2020 Five Year Work Plan by adding the Customer Service Center Space Optimization Project and to authorize advertisement for the project. An Invitation to Bid for the referenced project ran in the Orlando Sentinel on May 29, 2016. Responses to the Invitation were received from four (4) contractors by the June 30, 2016 deadline for submittal of bids.

Bid results were as follows:

	Bidder	**Bid Amount**
1.	S.A. Casey Construction, Inc.	$547,299.00
2.	Gomez Construction Company	$592,794.00
3.	Air Mechanical & Service Corp	$626,329.00
4.	A2 Group	$630,288.49

The Engineer's Estimate for this project is $1,032,000.00.

The Engineer of Record for Project 599-913 has reviewed the low bid submitted by S.A. Casey Construction, Inc. The furniture price used in the Engineer's Estimate was retail pricing and did not include any potential discount that individual suppliers may be able to provide. In this case the furniture is discounted substantially. The bid documents are very specific as to the furniture configurations and quality, so there is no concern with the bidder providing substandard furniture.

Using the low bid price for the furniture in the Engineer's Estimate reduces the Engineer's Estimate to $691,356.00.

The Procurement Department has evaluated the bids and has determined the bid from S.A. Casey Construction Inc., to be responsible and responsive to the bidding requirements. Award of the contract to S.A. Casey Construction, Inc. in the amount of $547,299.00 is recommended.

Reviewed by: _____
Joseph A. Berenis, P.E.
Director of Infrastructure

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT
CFX HEADQUARTERS 2nd FLOOR RENOVATIONS
CONTRACT NO. 001214

This Contract No. 001214 (the "Contract"), made this 14th day of July, 2016, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and S.A. Casey Construction Inc., of 102 Drennen Road, Suite A-1, Orlando, Florida 32806, hereinafter the CONTRACTOR:

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

The work to be done under this Contract includes construction of all items associated with Contract No. 001214, CFX Headquarters Second Floor Renovations, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 90 calendar days. The Contract Amount is $547,299.00. This Contract was awarded by the CFX's Board of Directors at its meeting on July 14, 2016.

The Contract Documents consist of:

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

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

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

DATE: _____

CONTRACTOR

By: _____
Signature

_____
Print Name

_____
Title

ATTEST: _____(Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for CFX

_____

CONSENT AGENDA ITEM

#8

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: July 14, 2016

SUBJECT: Authorization for Approval of Supplemental Agreement No. 2
Post Design Consultant Services
S.R. 528 Econlockhatchee River Bridge Replacements
Project 528-131, Contract No. 001098

Board approval is requested of Supplemental Agreement No. 2 with WSP | Parsons Brinkerhoff in the not-to-exceed amount of $136,692.41. Services will include shop drawing reviews, attendance at construction meetings, site visits, and responding to the contractor's requests for information.

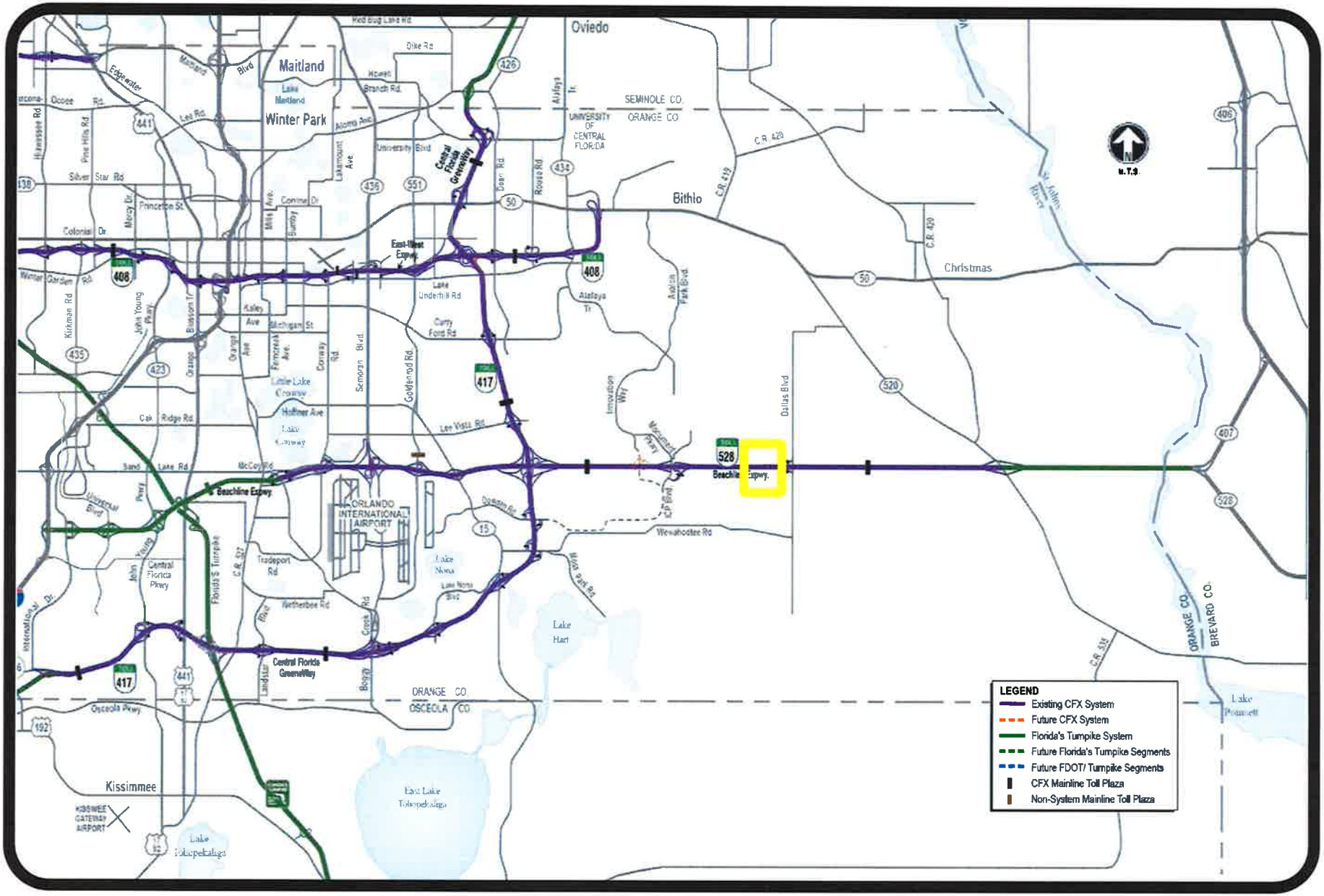
This Supplemental Agreement will be a continuation of an agreement previously approved by CFX for this project (Original Agreement dated August 13, 2015).

Original Agreement Amount	$1,200,000.00
Amount of Supplemental Agreement No. 1	$ 165,355.60
Amount of Supplemental Agreement No. 2	$ 136,692.41
Total Revised Agreement Amount	$1,502,048.01

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 Econlockhatchee River Bridge Replacement (528-131)

Project 528-131
Contract 001098

SUPPLEMENTAL AGREEMENT NO. 2

TO

AGREEMENT FOR PROFESSIONAL SERVICES

POST DESIGN SERVICES (FOR 528-131)

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, Section 4.24 of Exhibit "A" of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 13th Day of August 2015 provides that after completion of the services outlined in Exhibit "A" for Project Number 528-131 of the said Agreement for Professional Services, CFX may negotiate with the CONSULTANT a Supplemental Agreement for Post Design Services and whereas, Articles 2.00 and 12.00 of the Agreement for Professional Services provide that in the event that CFX shall change the amount of work 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 Post Design Services required as outlined in the correspondence to CFX dated June 27, 2016 which is attached hereto and made a part of this Supplemental Agreement.

2. All invoices from the CONSULTANT for Post Design Services shall be submitted to CFX with complete documentation. Invoices for Post Design Services shall not be a continuation of the original CONSULTANT 'S contract amount for final design services and shall only be for those services as outlined in this Supplemental Agreement. Compensation for Post Design Services shall be invoiced to CFX at an hourly rate, inclusive of overhead, profit and expenses (exclusive of travel). The hourly rate shall be calculated using the employee's actual direct salary and the negotiated Post Design Services multiplier, as outlined in the correspondence to CFX dated June 27, 2016. Direct expenses will be reimbursed for local travel only (per mile). The maximum fee for Post Design Services shall be $136,692.41.

3. Section 4.24 of the original Agreement for Professional Services is revised as outlined in Exhibit "A," which is attached hereto and made a part of this Supplemental Agreement.

4. Any supplemental agreements for Post Design Services shall be in accordance with the appropriate Articles within the original CONSULTANT Agreement for Professional Services.

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 quadruplicate, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

Witness:_____ By:_____

Assistant Secretary Director of Procurement

PARSONS BRINCKERHOFF, INC.

Witness:_____ By:_____

Print Name: Print Name:

Title: Title:

\\dfsprd1\EA_Staff\Departments\Engineering\General\528-131\Supplemental Agreements\Post Design\PB PDS-528-131 - SA2.docx

Exhibit "A"

Project 528-131
S.R. 528 Econlockhatchee River Bridge Replacements
Post-Design Scope of Services (Section 4.24)

4.24 Post Design Services

A. Compensation

The Consultant's 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 or clarifications.

B. General Support

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 Contractor, the Authority, and the Authority's CEI.

C. Pre-bid Conference

The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with the assigned Authority Resident Construction Engineer 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. Addenda

The Consultant shall prepare any addenda required to clarify the work included in the contract documents. Addenda may be required based on the project inspection with the assigned Authority Resident Construction Engineer, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period.

E. Field Visits

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 will periodically visit the project site to observe the progress of construction. This visit will not make the place of formal construction inspection by the Authority's Construction Manager and their inspection team. Rather, it is intended to provide the opportunity for members of the design team to observe whether work by the Contractor is being performed in general conformance with the project plans. Written memos of all such field visits shall be submitted to the Authority and their Construction Manager within five business days of the trip.

F. Shop Drawing Reviews

The Consultant shall review and approve shop drawings from the Contractor for roadway, utilities, structural, lighting, FON, signing and drainage elements. This work will include the erection procedure plans, review proposals for substitutions, development of supplemental agreements, and assistance with other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.

G. Post-Design Contact

The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. This person shall be continually available during the course of construction for review of design plans.

H. Timeliness

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. Meetings

The Consultant shall attend partnering meetings as requested by the Authority. The Consultant will also attend progress / coordination meetings as requested by the Authority including, but not limited to, the Notice to Proceed meeting.

J. Bridge Load Ratings

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. Geotechnical Engineering

The Consultant shall provide geotechnical engineering services as needed by the Authority, relative to pile driving, earthwork, embankment and MSE wall construction.

L. Utilities

The Consultant shall provide utility consulting services as needed by the Authority, relative to proposed utility adjustments within the project limits.

M. Record Drawings

Based on information provided by the Contractor, the Contractor's surveyor and the Authority's Construction Manager, the Consultant will prepare record drawings reflecting improvements built for this project. This scope assumes surveys will be undertaken by a registered surveyor by the Contractor.

WSP | PARSONS BRINCKERHOFF

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

June 27, 2016

Mr. Glenn Pressimone, PE
Director of Engineering
4974 ORL Tower Road
Orlando, FL 32807

Re: Contract 528-131
SR 528 Econ River Bridge Replacements
Supplemental No. 2, Post Design Services

Dear Mr. Pressimone:

Attached is our scope and fee proposal for Supplemental No. 2 for Post Design Services in connection with the bridge replacements at the Econ River.

Please call if further information is needed.

We look forward to working with you and the Authority during construction of this important project.

Very truly yours,
WSP|Parsons Brinckerhoff

Greg T. Smith, PE
Project Manager
Vice President

cc: Jeannie Perez

ESTIMATE OF POST DESIGN WORK EFFORT AND COST - PRIME CONSULTANT
SA NO. 2 POST DESIGN SERVICES

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

Consultant Name: Parsons Brinckerhoff
Consultant No.:
Date: Jun 27, 2016
Estimator: GTS

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Manager	Senior Engineer	Engineer	Designer	CADD Support	Structures Manager	Senior Struct Eng	Struct Proj Engineer	Struct Engineer				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						
3 Project General Tasks	208	104	0	10	94	0	0	0	0	0				208	$13,020.38	$62.60
4 Roadway/Drainage	266	0	27	66	80	93	0	0	0	0				266	$12,219.68	$45.94
5 Utilities	0	0	0	0	0	0	0	0	0	0				0	$0.00	#DIV/0!
6 Structures	210	0	0	0	0	0	0	53	0	157				210	$9,551.10	$45.48
7 Signing and Marking	0	0	0	0	0	0	0	0	0	0				0	$0	#DIV/0!
8 Signalization	0	0	0	0	0	0	0	0	0	0				0	$0	#DIV/0!
9 Lighting	0	0	0	0	0	0	0	0	0	0				0	$0	#DIV/0!
10 ITS	0	0	0	0	0	0	0	0	0	0				0	$0	#DIV/0!
Total Staff Hours	684	104	27	76	174	93	0	53	0	157				684	$34,791.14	
Total Staff Cost		$8,232.64	$1,867.59	$4,038.64	$7,878.72	$3,222.45	$0.00	$3,682.44	$0.00	$5,868.66					**$34,791.14**	**$50.86**
														Check =	$34,791.14	

Form Revised 04/04/06

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:		$34,791.14
MULTIPLIER	2.85	$99,154.75
OPERATING MARGIN:		$0.00
FCCM (Facilities Capital Cost Money):		
LUMP SUM EXPENSES:		**$0.00**
SUBTOTAL ESTIMATED FEE:		**$99,154.75**
SUBCONSULTANTS:		
Antillian		$5,967.93
GEC		$5,024.18
VHB		$11,745.12
WBQ		$7,930.16
WBQ SURVEY		$6,870.27
SUBTOTAL SUBCONSULTANTS:		**$37,537.66**
GRAND TOTAL ESTIMATED FEE:		**$136,692.41**

Estimator:

SR 528
528-131

		General Support			Addenda (EA)			Plans Revisions (EA)			Shop Drawing Reviews (EA)			Request for Information Resolution (EA)			Field Reviews (EA)			Record Dwg (EA)			Total	Comments
		3.1						4.1, 6.1, 7.1, 8.1, 9.1, 10.1			4.2, 6.2, 6.2, 7.2, 8.2, 9.2, 10.2			4.3, 6.3, 6.3, 7.3, 8.3, 9.3, 10.3			3.2, 4.4, 5.4, 6.4, 7.4, 8.4, 9.4, 10.4							
Task No.	Task	No of Mtgs	Hours / Mtg	Total Hours	No of Units	Hours / Unit	Total Hours	No of Units	Hours / Unit	Total Hours	No of Units	Hours / Unit	Total Hours	No of Units	Hours / Unit	Total Hours	No of Units	Hours / Unit	Total Hours	No of Units	Hours / Unit	Total Hours		
	Project Manager			104													0	0	0				104	
	Adm Support			104																			104	
	Roadway/Drainage	6	2	12				2	20	40	1	4	4	12	2	24	9	4	36	150	1	150	266	
	Utilities																		0				0	
	Structures	6	2	12				1	20	20	10	4	40	16	2	32	9	4	36	70	1	70	210	
	Signing & Marking																						0	
	Signalization									0			0			0			0				0	
	Lighting									0			0			0			0				0	
	ITS									0			0			0			0				0	
				232						60			44			56			72			220	684	
																							684	

Central Florida Expressway Authority
Post Design Services Summary Fee Sheet
SR 528 Econlockhatchee River Bridge Widening, Section 528-131

SUB CONSULTANT: Antillian

	POST DESIGN ACTIVITY DESCRIPTION	Senior Engineer Rate/Hr. 46.15		Project Engineer Rate/Hr. 45.38		Engineering Intern Rate/Hr. 24.00		CADD Operator Rate/Hr. 28.27		Engineering Tech Rate/Hr. 14.00		Rate/Hr. 0		TOTAL		
		MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MH BY ACTIVITY	SALARY COST BY ACTIVITY	AVG HRLY RATE
C.	Pre-Bid Conference		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
D.	Addenda		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
E.	Field Visits	16	$738.40		$0.00		$0.00		$0.00		$0.00		$0.00	16	$738.40	$46.15
F.	Shop Drawing Reviews		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Roadway		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Drainage/Permits		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Fiber Optic Network		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Signing and Marking		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Structures		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Lighting		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Utilities		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Aesthetic Elements		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Geotechnical Elements	4	$184.60		$0.00		$0.00		$0.00		$0.00		$0.00	4	$184.60	$46.15
G.	Requests for Information	10	$461.50		$0.00		$0.00		$0.00		$0.00		$0.00	10	$461.50	$46.15
H.	Meetings	6	$276.90		$0.00		$0.00		$0.00		$0.00		$0.00	6	$276.90	$46.15
I.	Plan Revisions		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
J.	Bridge Load Ratings		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
K.	Geotechnical Services	8	$369.20		$0.00		$0.00		$0.00		$0.00		$0.00	8	$369.20	$46.15
L.	Utilities		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
M.	Record Drawings		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
N.	Project Management		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	TOTALS:	**44**	**$2,030.60**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**44**	**$2,030.60**	**$46.15**

DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES:

TOTAL CONTRACT FEE COMPUTATIONS:

TOTAL ACTIVITY SALARY COSTS:	$2,030.60
Multiplier: 2.939	$5,967.93
ANTILLIAN FEE:	**$5,967.93**

Post Design Multiplier Calculation = Original Multiplier + ((Original expenses/ Original Labor) x 50%)

SR 528 Econ River Bridge Widening 528-131 Post-Design Services
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity E: Field Visits

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Field Visits	EA	2	4		8		
2. Surcharge Monitoring	EA	2	4		8		
3.							
4.							
Subtotal:				**0**	**16**	**0**	
11. Quality Control	0%		N/A	N/A	N/A	0	
12. Supervision	1600%		N/A	N/A	N/A	0	
Totals:				**0**	**16**	**0**	

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Geotechnical Elements	LS	1	4	N/A	4	0	
2.	LS			N/A	0	0	
3.	LS			N/A	0	0	
4.	LS			N/A	0	0	
Subtotal:				**0**	**4**	**0**	
11. Quality Control			N/A	N/A		0	
12. Supervision			N/A	N/A		0	
Totals:				**0**	**4**	**0**	

POST DESIGN SERVICES

Activity G: Requests for Information

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Geotechnical Elements	EA	2.5	4	N/A	10	0	
2.	EA			N/A	0	0	
3.	EA			N/A	0	0	
4.	EA			N/A	0	0	
Subtotal:				**0**	**10**	**0**	
11. Quality Control	0%		N/A	N/A	0	0	
12. Supervision	0%		N/A	N/A	0	0	
Totals:				**0**	**10**	**0**	

Wekiva Parkway 429-206
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity H: Meetings

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Project Meetings	EA	2	3		6		
2.	EA				0		
3.	EA				0		
4.	EA				0		
Subtotal:				**0**	**6**	**0**	
11. Quality Control	0%		N/A	N/A	N/A	0	
12. Supervision	0%		N/A	N/A	N/A	0	
Totals:				**0**	**6**	**0**	

SR 528 Econ River Bridge Widening 528-131 Post-Design Services
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity K: Geotechnical Services

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Geotechnical Services - Surcharge	EA	2	4	N/A	8	0	
2.	EA			N/A	0	0	
3.	EA			N/A	0	0	
4.	EA			N/A	0	0	
Subtotal:				**0**	**8**	**0**	
11. Quality Control	0%		N/A	N/A	0	0	
12. Supervision	0%		N/A	N/A	0	0	
Totals:				**0**	**8**	**0**	

Geotechnical and Environmental Consultants, Inc.

At the very foundation of our community

May 31, 2016
Revised June 6, 2016
Revised June 23, 2016

WSP/Parsons Brinckerhoff
Capital Plaza Two
301 E. Pine St., Suite 1020
Orlando, FL 32801

Attention: Mr. Greg T. Smith, P.E.

Subject: Proposal for Post-Design Geotechnical Services
SR 528 OVER THE ECONLOCKHATCHEE RIVER BRIDGE REPLACEMENT
Orange County, Florida
GEC Proposal No. 8671G

Dear Mr. Smith:

Geotechnical and Environmental Consultants, Inc. (GEC) is pleased to present this proposal to provide post-design geotechnical engineering services for the above-referenced project. This proposal was requested by you and our recommended scope of services is based on the results of our geotechnical investigation for the SR 528 over the Econlockhatchee River bridge design project.

Scope of Services

K. Geotechnical Services

The following geotechnical engineering services as requested by the Authority will be provided:

- Geotechnical review of contractor submittals
- Responses to requests for information from the contractor
- Field observation of geotechnical conditions during construction
- Geotechnical analysis

- Recommendations to address construction geotechnical issues
- Written documentation of our field observations and recommendations
- Attend meetings as requested
- Consult on Pile Driving Issues

Cost Breakdown

Attachment 1 provides a detail of our estimated fees for the services described above. Our estimated fee is based on the rates authorized under our original fee proposal. We will not exceed the Limiting Amount without prior authorization from you. Our estimated cost to perform these services is $5,024.18.

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

Very truly yours,

GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC.

Kevin Baboolall, E.I.
Geotechnical Engineer

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

Attachment 1
Post-Design Geotechnical Services
SR 528 Over The Econlockhatchee River Bridge Replacement
Geotechnical and Environmental Consultants, Inc.

Post-Design Geotechnical Engineering

Labor Cost Estimate					
Description	**Unit**	**Loaded Unit Price**	**No of Units**	**Cost**	
Chief Engineer	HR	$233.68	2	$	467.36
Senior Engineer	HR	$204.48	6	$	1,226.88
Project Engineer	HR	$155.22	18	$	2,793.96
Engineer Intern	HR	$87.83	0	$	-
Designer (CADD)	HR	$111.79	0	$	-
Secretary	HR	$89.33	6	$	535.98
Senior Engineering Technician	HR	$102.97	0	$	-
			Total Staff Cost	$	5,024.18
			TOTAL	$	5,024.18

Central Florida Expressway | **VHB, INC.** | VHB, INC.

Project No. 528-131

DESCRIPTION: SR 528 Econlockhatchee River Bridge Replacement

SUMMARY FEE SHEET - SA No. 2 POST DESIGN SERVICES

	ACTIVITY MANHOURS		Principal Engineer	Project Manager	Sr. Designer	Specialist	Engineering Intern	Clerical	Sr. Engineer	Project Engineer		Senior Surveyor	Surveyor & Mapper	Survey Technician	Manhours by Activity	Salary Cost by Activity	Average Hourly Rate by Activity
			$74.55	$57.59	$57.59	$33.66	$25.85	$15.00	$57.70	$31.74							
A	Project Meetings	4		4	0	0	0	0	0	0	0	0	0	0	4	$230.36	$57.59
B	RFI Support	12		2	0	3	0	0	2	5	0				12	$490.26	$40.86
E	Shop Drawings	21		4	6	0	0	0	11	0	0				21	$1,210.60	$57.65
F	Plan Revisions/Record Dwg	36	2	4	4	8	0	0	8	10	0				36	$1,658.10	$46.06
G	Load Ratings	0	0	0	0	0	0	0	0	0	0				0	$0.00	#DIV/0!
H	Coordination (with Tolling DB)	8		4	4	0	0	0	0	0	0				8	$460.72	$57.59
I	Geotechnical	0	0	0	0	0	0	0	0	0	0				0	$0.00	#DIV/0!
J	Utilities		0	0	0	0	0	0	0	0	0				0	$0.00	#DIV/0!
	TOTAL MANHOURS	**81**	**2**	**18**	**14**	**11**	**0**	**0**	**21**	**15**	**0**	**0**	**0**	**0**	**81**	**$4,050.04**	**$50.00**
			$ 149.10	**$ 1,036.62**	**$ 806.26**	**$ 370.26**	**$ -**	**$ -**	**$1,211.70**	**$ 476.10**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 4,050.04**	

SALARY RELATED COSTS:				$4,050.04
MULTIPLIER	2.90			$11,745.12
OPERATING MARGIN:				$0.00
FCCM (Facilities Capital Cost Money):				$0.00
EXPENSES:				
Survey (Field - if by F	0	4-man crew days @	$ - / day	$0.00
SUBTOTAL ESTIMATED FEE:				**$11,745.12**

SUBTOTAL ESTIMATED FEE:	**$11,745.12**
Geotechnical Field and Lab Testing	$0.00
SUBTOTAL ESTIMATED FEE:	**$11,745.12**
Optional Services	
GRAND TOTAL ESTIMATED FEE:	**$11,745.12**

Central Florida Expressway — **VHB, INC.**

Project No. 528-131

DESCRIPTION: SR 528 Econlockhatchee River Bridge Replacement

Project Meetings Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks
1. Pre-bid Meeting	EA	0	0	N/A	0		
2. Preconstruction Meeting	EA	0	4	N/A	0		
3. Construction Meetings	EA	1	4	N/A	4		
TOTAL					**4**	**0**	

RFI Support Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks
1. Roadway/MOT	EA	0	0	N/A	0		
2. Drainage	EA	0	0	N/A	0		
3. Lighting	EA	2	3	N/A	6		
4. ITS	EA	2	3	N/A	6		
5. Landscaping	EA	0	0	N/A	0		
6. Structures	EA	0	0	N/A	0		
7. Utilities	EA	0	0	N/A	0		
8. Signalization	EA	0	0	N/A	0		
TOTAL					**12**	**0**	

Central Florida Expressway VHB, INC.
Project No. 528-131
DESCRIPTION: SR 528 Econlockhatchee River Bridge Replacement

Shop Drawings Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks
1. Roadway	LS	0	0	N/A	0		
2. Drainage	EA	0	0	N/A	0		
3. ITS	EA	5	3	N/A	15		
4. Signalization	LS	0	0	N/A	0		
5. Lighting	EA	2	3	N/A	6		
6. Utilities	LS	0	0	N/A	0		
7. Landscaping	LS	0	0	N/A	0		
8. Structures							
Elastomeric Pads	EA	0	0	N/A	0		
Structural Steel Girders	EA	0	0	N/A	0		
Tapered Sole Plates	EA	0	0	N/A	0		
Metal Stay-In-Place Forms	EA	0	0	N/A	0		
Re-Submittals	EA	0	0	N/A	0		
Retaining Walls							
MSE Walls	EA	0	0	N/A	0		
Temporary Critical (Tie-Back)	EA	0	0	N/A	0		
Temporary Critical (Wire Face)	EA	0	0	N/A	0		
Temporary Critical (Cantilever)	EA	0	0	N/A	0		
Sign Structures	LS	0	0	N/A	0		
Misc Submittals							
ITS Conduit Hangers	LS	0	0	N/A	0		Included in Item #3
Underdeck Lighting	LS	0	0	N/A	0		Included in Item #5.
Concrete Mix Designs	LS	0	0	N/A	0		
Pourable Joint Seals	LS	0	0	N/A	0		
Wall, Sign & Misc Re-Submittals	LS	0	0	N/A	0		
TOTAL				**0**	**21**	**0**	

Central Florida Expressway — **VHB, INC.**
Project No. 528-131
DESCRIPTION: SR 528 Econlockhatchee River Bridge Replacement

Plan Revisions/Record Dwg Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks
1. Roadway	EA	0	0	N/A	0		
2. Drainage	EA	0	0	N/A	0		
3. ITS	EA	1	20	N/A	20		
4. Signalization	EA	0	0	N/A	0		
5. Lighting	EA	1	16	N/A	16		
6. Utilities	EA	0	0	N/A	0		
7. Landscaping	EA	0	0	N/A	0		
8. Structures	EA	0	0	N/A	0		
TOTAL				0	36	0	

Load Ratings Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks
1. Load Ratings	LS	0	0	N/A	0		
TOTAL					0		

Coordination Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours %	Remarks
1. Coordination	EA	1	8	N/A	8		
TOTAL					8		

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

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

Consultant Name: WBQ Design & Engineering, Inc
Consultant No.:
Date: June 7, 2016
Estimator: Troy Vargas

Staff Classification	Total Staff Hours From "SH Summary -	Principal	Project Manager	Chief Engineer	Senior Utility Coordinator	Sr. Project Engineer	Project Engineer		Contract Coordinator					SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$86.56	$72.96	$62.25	$52.02	$43.72	$32.67	$0.00	$24.24							
3 Project General Tasks	0	0	0	0	0	0	0	0	0	0				0	$0	#DIV/0!
4 Roadway	0	0	0	0	0	0	0	0	0	0				0	$0	#DIV/0!
5 Utilities	8	0	0	0	8	0	0	0	0	0				8	$416	$52.02
6 Structures	0	0	0	0	0	0	0	0	0	0				0	$0	#DIV/0!
7 Signing and Marking	36	0	2	25	4	4	0	0	1	0				36	$2,109	$58.58
8 Signalization	0	0	0	0	0	0	0	0	0	0				0	$0	#DIV/0!
9 Lighting	0	0	0	0	0	0	0	0	0	0				0	$0	#DIV/0!
10 Landscape Architecure	0	0	0	0	0	0	0	0	0	0				0	$0	#DIV/0!
Total Staff Hours	44	0	2	25	12	4	0	0	1	0				44		
Total Staff Cost		$0.00	$145.92	$1,556.25	$624.24	$174.88	$0.00	$0.00	$24.24	$0.00					**$2,525.53**	**$57.40**
														Check =	$2,525.53	

Form Revised 04/04/06

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:		$2,525.53
MULTIPLIER	3.14	$7,930.16
SUBTOTAL:		$7,930.16
PROFIT		$0.00
SURVEY		$6,870.27
GRAND TOTAL ESTIMATED FEE:		**$14,800.43**

Estimator: Troy Vargas

SR 528
528-131

		Project Manager Meeting (EA)			Plans Revisions (EA)			Shop Drawing Reviews (EA)			Request for Information Resolution (EA)			Field Reviews (EA)			Total
		3.1			4.1, 6.1, 7.1, 8.1, 9.1, 10.1			4.2, 5.2, 6.2, 7.2, 8.2, 9.2, 10.2			4.3, 5.3, 6.3, 7.3, 8.3, 9.3, 10.3			3.2, 4.4, 5.4, 6.4, 7.4, 8.4, 9.4, 10.4			
Task No.	Task	No of Mtgs	Hours / Mtg	Total Hours	No of Units	Hours / Unit	Total Hours	No of Units	Hours / Unit	Total Hours	No of Units	Hours / Unit	Total Hours		Hours / Unit	Total Hours	
3	General Task	0	0	0										0	0	0	0
4	Roadway/Drainage	MOT Support					0			0			0		0	0	0
5	Utilities									0	2	4	8			0	8
6	Structures						0			0			0			0	0
7	Signing & Marking				2	4	8	2	8	16	4	2	8	1	4	4	36
8	Signalization			0			0			0			0			0	0
9	Lighting			0			0			0			0			0	0
10	Landscape Architecture						0			0			0			0	0
										1							44

Form Revised 06/27/07

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT
SA No. 2 POST DESIGN SERVICES

Name of Project: 0380425I7 SR 528 Bridge over the Econ
County: Orange
FPN: 528-131
FAP No: N/A

Consultant Name: WBQ
Consultant No.:
Date: 6/27/2016
Estimator: WBQ D Williams

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Principal	Project Manager	Chief Engineer	Sr. Utility Coordinator	-	Sr. Project Engineer	Project Engineer	Contract Coordinator	Sr. Surveyor & Mapper	Surveyor & Mapper	Survey Technician	-	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$86.56	$72.96	$62.25	$52.02	$0.00	$43.72	$32.67	$24.24	$48.25	$30.87	$22.00	$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)	14	0	0	0	0	0	0	0	0	0	7	7	0	14	$370	$26.44
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	14	0	0	0	0	0	0	0	0	0	7	7	0	14		
Total Staff Cost		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$216.09	$154.00	$0.00	Check =	$370.09	$26.44

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:				$370.09
MULTIPLIER	3.1400			$1,162.08
SUBTOTAL:				$1,162.08
PROFIT				$0.00
SUBTOTAL ESTIMATED FEE:				$1,162.08
	days @ 10			
Survey (Field - if by Prime	3 hr days	$ 1,902.73	10 hours / day	$5,708.19
SUBTOTAL ESTIMATED FEE:				**$6,870.27**
Subconsulta Sub 1				$0.00
SUBTOTAL ESTIMATED FEE:				**$6,870.27**
Geotechnical Field and Lab Testing				$0.00
SUBTOTAL ESTIMATED FEE:				**$6,870.27**
Optional Services				$0.00
GRAND TOTAL ESTIMATED FEE:				**$6,870.27**

27. Survey

Estimator: D.Williams
Post Design 6/15/2016

SR 528 Bridge over the Econ
528-131

SA No. 2 POST DESIGN SERVICES

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	Coordinate Control with Contractor
	Multi-lane Roadway	Mile			0.00		0.00		0.00	
	Interstate	Mile	1.00	1.00	1.00	0.50	0.50	4.00	4.00	
27.2	Vertical PC / Bench Line									
	2-Lane Roadway	Mile			0.00		0.00		0.00	Coordinate Control with Contractor
	Multi-lane Roadway	Mile			0.00		0.00		0.00	
	Interstate	Mile	1.00	1.00	1.00	0.50	0.50	4.00	4.00	
27.3	Alignment and Existing R/W Lines									
		Mile			0.00		0.00		0.00	N/A
27.4	Aerial Targets			Units/Day						
	2-Lane Roadway	EA			0.00		0.00		0.00	N/A
	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						
	2-Lane Roadway	EA			0.00		0.00		0.00	N/A
	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	N/A

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 6	Topography/DTM (3D)									Topo as directed by EOR and design team
		Mile	0 00	1 00	0 00	0 25	0 00	4 00	0 00	
27 7	Planimetric (2D)									N/A
		Mile			0 00		0 00		0 00	
27 8	Roadway Cross-Sections/Profiles									N/A
		Mile			0 00		0 00		0 00	
27 9	Side Street Surveys									N/A
27 10	Underground Utilities									N/A
	Designates	Mile/Site			0 00		0 00		0 00	
	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						N/A
		EA			0 00		0 00		0 00	
27 13	Bridge Survey									N/A
	Minor / Major	EA			0 00		0 00		0 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						Settlement Survey (2 visits)
		EA	1	1	1 00	0 25	0 25	3 00	3 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
27.19	Sectional / Grant Survey									
		Corner			0.00		0.00		0.00	N/A
		Mile			0.00		0.00		0.00	
27.20	Subdivision Location									
		Block			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
27.26	Line Cutting									
		Mile			0.00					N/A
27.27	Work Zone Safety									
				0.125	0.00					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	
Survey Subtotal				**Crew Days**	**3**	**Field Support Hours**	**1**	**Office Support Hours**	**11**	
27.29	Supplemental Surveys									
			0%	3	0	0.00	0		0	N/A
27.30	Document Research	Units								
			0.00						0	N/A
27.31	Field Reviews	Units								
			0.00						0	N/A
27.32	Technical Meetings	LS								
			0.00						0	N/A

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
27.33	Quality Assurance / Quality Control	LS								
								5%	1	Sr PSM
27.34	Supervision	LS								
								5%	1	Sr PSM
27.35	Coordination	LS								
								3%	0	Sr PSM
			27. Survey Total	Crew Days	3	Field Support Hours	1	Office Support Hours	13	

SPLS =
PLS =
Office Support =
Total Hours = 14

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours		
Kickoff Meeting with CFX	EA	1	2	2		
Baseline Approval Review	EA	0	0	0		
Network Control Review	EA	1	2	2		
Vertical Control Review	EA	1	2	2		
Local Governments (cities, counties)	EA	0	0	0		
Final Submittal Review	EA	0	0	0		
Other Meetings	EA	0	0	0		
Subtotal Technical Meetings				**6**		
Progress Meetings (if required by FDOT)	EA	2	2	4		
Phase Review Meetings	EA	2	2	4		
Total Meetings				**14**		

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

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 12th day of May, 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: _____
Assistant Secretary

By: _____
Director of Procurement

PARSONS BRINCKERHOFF, INC.

Attest: Kathy D. Thomas

Print Name: Kathy D. Thomas

By: Michelle L. Kendall

Title: Vice President, Area Manager

Approved as to form and execution, only.

Linda S. Brown for

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 Classi-fication 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	$37.36	$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	125	8	23	33	32	30	0	0	0	0	0	0	0	126	$6,465	$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, Degs, 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	$0.00
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	$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 days @	4-man crew $ - / day	
SUBTOTAL ESTIMATED FEE:			**$64,064.21**
Subconsulta Amillian			$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 080618

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	SUPPL EMENT	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 $0.00	Senior Eng $135.63	Project Eng $133.38	Eng Intern $0.00	Sr. Eng Tech $0.00	CADD $83.06	Clerical $0.00	Staff Classification 8 $0.00	Staff Classification 9 $0.00	Staff Classification 10 $0.00	Staff Classification 11 $0.00	Staff Classification 12 $0.00	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
8. Environmental 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	42	0	11	29	0	0	2	0	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	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	$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.

135.63455	133.37182	0	0	83.06553

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 NW Pond:: 2 AB to 20 ft, NW corner Dallas Blvd interchange 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	*'M 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	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	$ -
02.01.00	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. 001086

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	$30.67	$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	$28.86
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
4/6/2016 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						
	400 scale	EA			0.00		0.00		0.00	N/A
	100 scale	EA			0.00		0.00		0.00	
	Interstate	EA			0.00		0.00		0.00	
27.5	Reference Points	"A"		Units/Day						
	2-Lane Roadway	EA			0.00		0.00		0.00	N/A
	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)									
		Mile	0.15	6.50	0.9750	0.25	0.24	4.00	3.90	Topo of pond and boarding roadway at Dallas NW intersection
27.7	Planimetric (2D)									
		Mile			0.00		0.00		0.00	N/A
27.8	Roadway Cross-Sections/Profiles									
		ea			0.00		0.00		0.00	N/A
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	$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	144	9	26	37	38	35	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	$51.08
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, Dsgn, 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	106	101	100	0	74	0	236	0	0	0	746		
Total Staff Cost		$4,432.96	$5,118.56	$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	4-man crew days @ $ - / 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: 0
Updated 080818 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	SUPPL EMENT	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 - 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 : 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 Activit 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 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: S\ ,tures - Retaining Walls

Task No.	Task	Unit	No. of Units	SUPP LEME		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: S\ .tures - 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 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 $0.00	Senior Eng $135.63	Project Eng $133.38	Eng Intern $0.00	Sr. Eng Tech $0.00	CADD $83.09	Clerical $0.00	Staff Classification 8 $0.00	Staff Classification 9 $0.00	Staff Classification 10 $0.00	Staff Classification 11 $0.00	Staff Classification 12 $0.00	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
8. Environmental 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	$2,160.54	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$16,897.39	$124.25

Check = $15,897.39

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	133.37152	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 1

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

.OJECT: 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
02.01.03	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

OJECT: 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: Eva 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	4-man crew days @	$ - / 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 Econlockhatchee River

D

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

#9

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: June 27, 2016

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

Akins North America, Inc. (Atkins), our General Engineering Consultant, has requested approval to use Geodata Consultants, Inc., to provide right of way support. The fees are expected to exceed the $25,000.00 threshold established by the Procurement Policy for subconsultants not disclosed by Atkins when its contract with CFX was originally awarded.

Board approval of Geodata Consultants, Inc., as a subcontractor to Atkins is requested.

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

ATKINS

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

June 20, 2016

Joseph A. Berenis, P.E.
Chief of Infrastructure
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Re: CFX's General Engineering Consultant Agreement
Addition of Subconsultant – Geodata Consultants, Inc.

Dear Mr. Berenis:

In accordance with paragraph 6.00 of the General Engineering Consultant Agreement, dated May 15, 2008, we are requesting your written approval to expand the subconsultant services provided by the following:

Geodata Consultants, Inc.

In support of this request, please find attached the following documents:

- Statement of Qualifications
- FDOT Qualifications Letter
- SSBE and Minority Certifications
- Certificate of Liability Insurance

Geodata was previously added to the GEC Contract on September 29, 2015 to provide support for the CFX's right-of-way program, with a maximum limiting fee of $25,000. Due to expanded workloads, we anticipate utilizing their services on several additional tasks. Although a final scope and fee has not been negotiated it is anticipated that the total fee for Geodata will exceed $25,000 which requires Board approval.

If you need additional information, please let me know.

Sincerely,

Nathan Silva, P.E.
Program Manager

Attachments
cc: Pam Bentley, Atkin
file

GEODATA CONSULTANTS, INC. ***SURVEYING & MAPPING***
1349 South International Parkway *Voice: (407) 732-6965*
• Suite 2401 • Lake Mary, Florida 32746 *Fax: (407) 878-0841*

Statement of Qualifications

Established in 1994, **Geodata Consultants, Inc.** has extensive experience in providing Professional Surveying and Mapping services to both public and private sector clients. Our dedicated core staff of three Florida Professional Surveyors and Mappers have a combined experience of over seventy years of in providing the following types of services:

- Boundary Surveys
- Topographic Surveys
- Title Review
- Acquisition Documents
- Right-of-Way Surveys
- Right-of-Way Mapping
- Design Surveys
- Photogrametric Control
- Horizontal & Vertical Control Surveys
- As-built Surveys
- GIS Data Collection
- Subdivision Platting and Review
- Wetland Jurisdiction Surveys
- Bathymetric Surveys

Our prior experience has entailed surveys for major and minor roadway projects, utility improvement projects, storm drainage improvement projects, sidewalk, bike trails and park projects, and GIS mapping. We have experience providing services to Orange County Public Works, Orange County Utilities Department, the Cities of Altamonte Springs, Maitland, Orlando, and Sanford, Seminole County Public Schools, Lake County, The Orlando-Orange County Expressway Authority, the Florida Turnpike Enterprise, and the Florida Department of Transportation. We are prequalified in work groups 8.1, 8.2 and 8.4, and we are certified as a Minority/ Disadvantaged Business Enterprise. Our transportation experience has included the following roadway projects:

Maitland Boulevard Extension
Provided right-of-way mapping services for the Orlando Orange County Expressway Authority project 414-211. The 1.75 mile segment of virgin roadway alignment was established, staked and referenced. The proposed right-of-way was calculated, and mapped. Prepared legal descriptions and sketches for the acquisition of right-of-way, and easement parcels.

State Road 408 at Good Homes Road
Provided design survey and prepared right-of-way maps for the Orlando Orange County Expressway Authority's interchange improvement project. The project consisted of the addition and re-alignment of ramps for the interchange and the widening of Good Homes Road. Prepared legal descriptions and sketches for the acquisition of right-of-way, and easement parcels.

State Road 408, Oxalis Drive to Chickasaw Trail
Performed supplemental design surveys for the 1.5 mile widening of the East-West expressway. Surveys included providing topographic surveys of obscured areas for LAMP mapping, drainage and wetland surveys, and full bridge surveys for three bridges within the project limits. Post

design services were provided to as-built new construction completed for an adjoining OOCEA project.

State Road 408 Bridge Over Lake Underhill
Provided bathymetric surveys of Lake Underhill for the widening of the Orlando Orange County Expressway Authority's East-West Expressway bridge. A control survey was performed around the southerly banks of the lake which was used to position the soundings taken along the lake bottom. A digital terrain model of the lake bottom was prepared.

State Road 408 at SR 50 Re-Alignment and Ramp Improvements
Performed design and right-of-way surveys for the east end of State Road 408 from just west of the Woodbury Road bridge to just north of State Road 50. The surveys were performed for the re-alignment of the east bound lanes of SR 408 and for the re-design of the exit ramp to east bound SR 50. The design survey included the Woodbury Road Bridge, and SR 50 from the expressway to Bonneville Road. Wetland boundaries and the location of seasonal high water marks were included as part of the drainage surveys. Existing underground utilities and ITS fiber optic lines were located. The right-of-way survey included the retracement of the original alignments for both State Roads, and the location of section lines associated with the roadway boundaries.

State Road 15 DeLeon Springs to SR 40 PD&E & Design
Provided surveying services for both the preliminary design and engineering, and the final design for the widening of this section of State Road 15 in Volusia County, Florida. Set aerial targets, and obtained initial cross sectional data and a roadway and railroad crossing of Deep Creek. During the design phase of the project a digital terrain model of the existing roadway was prepared. The limits of DTM survey included upstream Deep Creek as well as the full intersection and approaches at State Road 44.

Interstate Highway 4 Ultimate Widening
Prepared right-of-way control surveys and right-of-way mapping for five miles of I-4 from Kirkman Road to John Young Parkway in Orange County, Florida. The project included the crossing alignments of Universal Boulevard, Kirkman Road, the Florida Turnpike, Conroy Road and John Young Parkway. A separate boundary survey of Universal Studio's property was prepared to determine additional right-of-way requirements for structures at the Universal Boulevard ramp, and bridge.

Interstate Highway 95 PD&E and Design Project
Provided surveying services for the preliminary design and engineering, and final design for the widening of I-95. The PD&E study limits were approximately 40 miles from State Road 50 in Brevard County to the I-4 interchange in Daytona Beach, Florida. Services for the study included aerial targets for raster aerial photography, and bridge clearance dimensions. The Design limits were a fourteen mile segment from the Brevard/Volusia County line to State Road 44 in New Smyrna Beach. Aerial targets were set for LAMP. Conventional ground survey was performed to obtain drainage structure data, and obscured area topography. A right-of-way control survey was performed and right-of-way maps were prepared for the project.

State Road 520, US 1 to Forest Avenue
Prepared a design survey for this extremely constrained and congested section of State Road 520 in Cocoa. The survey included a full digital terrain model of the bifurcated roadway, which had extreme grade changes and sharp curves. The survey included the collection of onsite and offsite drainage structure inventory and invert data, as well as the location of surface and subsurface utilities, and commercial buildings adjoining the roadway.

Geodata's field operations are achieved utilizing conventional instrumentation as well as GPS systems and digital levels. Primary control observations are documented by conventional methods to insure a permanent defensible record of the survey. Secondary observations are recorded utilizing electronic data collection systems with automated drafting features for a seamless field to finish product. Comprehensive quality control procedures are utilized to insure the integrity of the electronic files. We operate with the required safety equipment on all of our surveys to insure the safety of our staff and the general public. Our surveys are mapped utilizing a network of cad work stations. We currently operate with Autocad, MicroStation, and Geopak for preparation of our survey maps. We utilize Microsoft Professional Office Suite for the preparation of documents and reports.

Geodata Consultants, Inc. is a Florida Corporation holding Professional License with the State of Florida Department of Agriculture. Based in Lake Mary we maintain Occupational License with Seminole County, Florida. The firm carries health, life and dental insurance for the benefit of our committed staff. In addition we carry General Commercial Liability insurance with an aggregate limit of $2,000,000, Professional Liability Insurance with a per claim limit of $1,000,000, Auto Liability and Employers Liability (Workers Compensation) insurance with a $1,000,000 limit. We are active members of the Florida Society of Surveyors & Mappers as well as The American Congress on Surveying & Mapping.

We have always been committed to responding to our clients needs in a timely and professional manner. We implement sound procedures to establish an accurate record of our surveys. We strive to provide professional mapping which accurately represent the actual conditions observed by the field survey. We fully understand the need to provide a product which is cost effective to our clients, as well as the importance of keeping with project schedules and to achieve the successful completion of the required scope of services. **Geodata Consultants, Inc.** is committed to providing the Professional staff to accomplish any surveying and mapping services required for the successful completion of your project.

Centennial FDOT 1915 ★ 2015

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

June 10, 2015

H. Paul DeVivero, PSM, President
GEODATA CONSULTANTS, INC.
1349 South International Parkway, Suite 2401
Lake Mary, Florida 32746

Dear Mr. DeVivero:

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

Group 8 - Survey and Mapping

- 8.1 - Control Surveying
- 8.2 - Design, Right of Way & Construction Surveying
- 8.4 - Right of Way Mapping

Your overhead audit has been accepted, enabling your firm to compete for Professional Services projects advertised at the unlimited level, with estimated fees of any dollar amount. This status shall be valid until June 30, 2016 for contracting purposes.

	Home/Branch Office	Facilities Capital Cost of Money	Overtime Premium	Direct Expense
Overhead Rate	159.20%	1.089%	Reimbursed	0.36% (Home)

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

July 23, 2015

Ms. Terri A. Beck
Vice President
Geodata Consultants, Inc.
1349 S. International Parkway, Suite 2401
Lake Mary, Florida 32746

Re: Registration Renewal for SSBE Program

Dear Ms. Beck:

Thank you for your continued interest in the Expressway Authority's Micro Contract Program. The Expressway Authority has reviewed your supporting documentation for registration renewal. Accordingly, we are pleased to announce that your company, **Geodata Consultants, Inc.** has met the eligibility requirements for the SSBE Program.

Firms are required to register annually. Your renewal is effective **July 23, 2015 through July 31, 2016** at which time updated annual tax returns, professional license(s), and/or business license(s) will be required. A notice will be sent prior to the month in which your registration will expire.

The Expressway Authority will contact you directly, when SSBE opportunities are available that match your Scope of Services. We strongly encourage you to regularly check the Expressway Authority's public notice postings, or register your company on our procurement website at www.ExpresswayAuthority.com, whereby you will be notified by email of upcoming solicitations in your business area(s) of expertise.

The Expressway Authority values your business. If you have any questions, we will gladly assist you; please contact the Supplier Diversity Office at (407) 690-5316.

Sincerely,

for Iranetta J. Dennis
Director of Supplier Diversity



State of Florida

Minority, Women & Service-Disabled Veteran

Business Certification

Geodata Consultants, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes for a period from:

July 13, 2015 to July 13, 2017

Torey Alston, Executive Director

Florida Department of Management Services
Office of Supplier Diversity

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/4/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Leslie Briante
Gentry Insurance Agency 175 East Main Street PO Box 2046 APOPKA FL 32704-2046	PHONE (A/C, No, Ext): (407)886-3301 FAX (A/C, No): (407)886-9530 E-MAIL ADDRESS: Leslie@gentryins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Transportation Insurance Co.	20427
INSURER B : Auto-Owners Ins Co	18988
INSURER C : Continental Casualty Insurance	20443
INSURER D : National Fire Insurance Co	20478
INSURER E :	
INSURER F :	

INSURED
Geodata Consultants Inc.
1349 South International Parkway
Suite 2401
Lake Mary FL 32746

COVERAGES **CERTIFICATE NUMBER:** Master 2016 Renewal **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		B2077210335	5/19/2016	5/19/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X		9543028600	11/10/2015	11/10/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) ADI	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 5,000			6018353326	5/19/2016	5/19/2017	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC2097192771	5/19/2016	5/19/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			LSH591883717	1/1/2016	1/1/2017	Each Claim: Aggregate:	$3,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Design Services SR 429 (Wekiva Parkway) System Interchange OOCEA is included as additional insured as respects general liability per written contract. OOCEA is included as additional insured as respects auto liability. Waivers of Subrogation in favor of OOCEA as respects general liability, auto liability and workers compensation per contract. 30 days notice of cancellation applies to general liability and auto liability.

CERTIFICATE HOLDER

4076474143@fax.tc

Atkins & OOCEA (Orlando-Orange County Expressway Authority)
Attn: Susan Gratch
482 South Keller Road
Orlando, FL 32810

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

D Liebknecht/LESLIE Debra Liebknecht

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CONSENT AGENDA ITEM

#10

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: July 14, 2016

SUBJECT: Authorization for Sports District Supplemental Signage
S.R. 417 / Lake Nona Boulevard Exit Signage

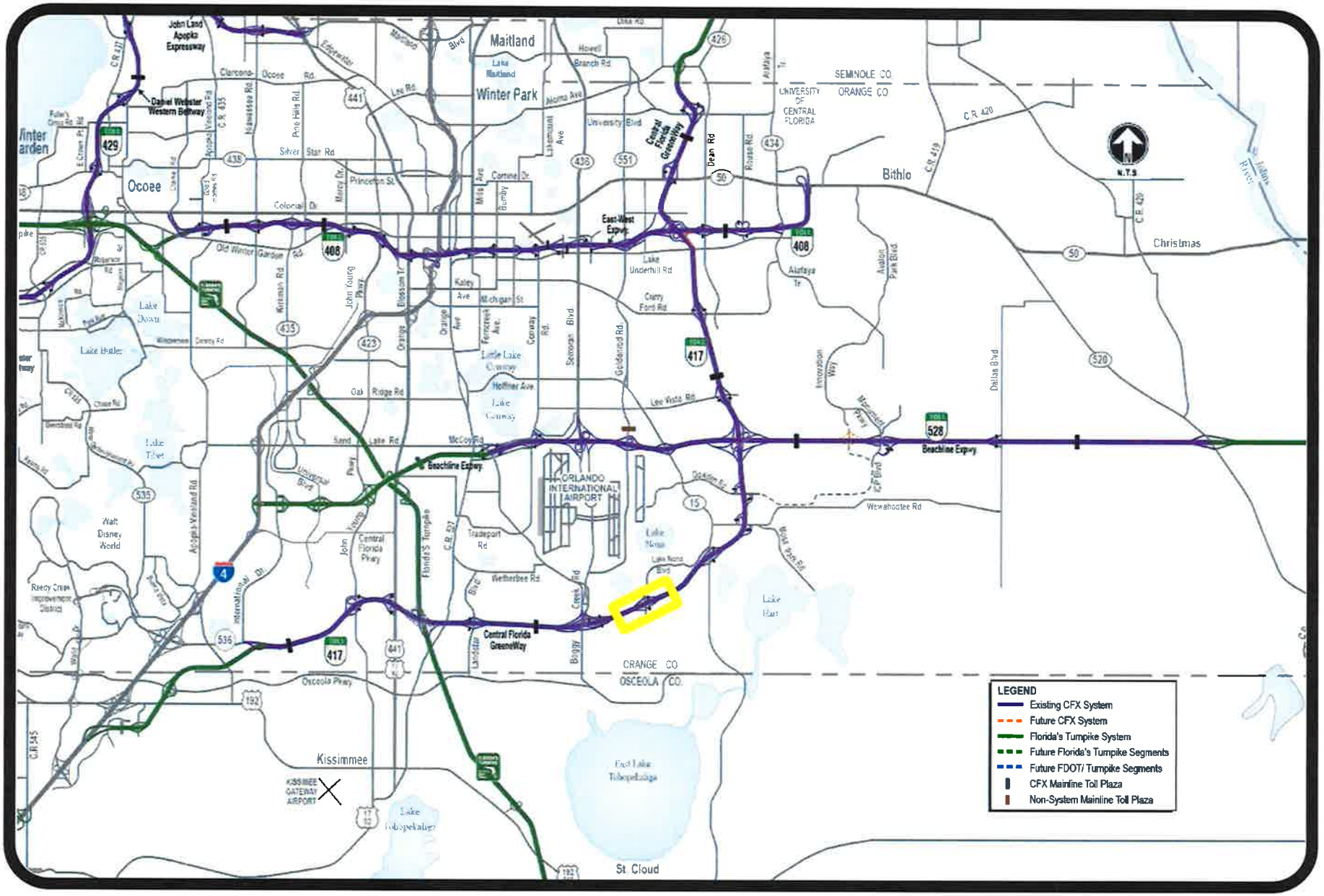
Board approval is requested for the addition of supplemental signage for the Sports District located approximately 1.5 miles north of S.R. 417 / Lake Nona Boulevard Interchange in the not-to-exceed amount of $60,000.00.

As indicated in the attached correspondence from the United States Tennis Association (USTA), staff has coordinated and met with UTSA representatives to discuss the Sport District's multiple tenants and their request for supplemental signage.

Consistent with the existing Medical City signage, two signs (one in each direction) would be placed on the S.R. 417 Mainline, and two signs (one at each ramp) at the Lake Nona Boulevard exit. Examples of the sign layouts are attached for reference.

Staff has reviewed the applicable criteria related to supplemental signage on limited access facilities and concurs with the USTA recommendation for the addition of 4 signs at the S.R. 417 Lake Nona Boulevard Interchange location.

Reviewed by:
Glenn Pressimone, PE
Director of Engineering



Location Map for
Sports District Supplemental Signage at S.R. 417 / Lake Nona Boulevard Interchange

UNITED STATES TENNIS ASSOCIATION

70 West Red Oak Lane
White Plains, NY 10604
www.usta.com

Daniel Malasky, Esq.
General Counsel & Managing Director Business Affairs,
USTA National Campus

May 17, 2016

VIA ELECTRONIC & US MAIL

Mr. Glenn M. Pressimone, P.E.
Central Florida Expressway Authority
4974 ORL Tower Rd.
Orlando, FL 32807
glenn.pressimone@cfxway.com

Re: USTA National Campus Request for Supplemental Signing on the CFX System

Dear Mr. Pressimone:

I am in receipt of your letter dated March 7, 2016, and thank you for your support of supplemental wayfinding signage for the new Sports District which is slated to include, among others, the USTA National Campus, US Professional Tennis Association, USTA Florida Section, Orlando City Soccer, a multi-tenant sports development center, and a 200+ room hotel and conference center.

Based on the Florida Administrative Code Guidelines and the America Association of State Highway and Transportation Officials Guidelines as referenced in your letter, it appears the Sports District qualifies for signage at: (i) SR 417 approaching Lake Nona Boulevard (in both directions); and (ii) SR 528 approaching Narcoossee Road (in both directions), as the facility meets the requisite guidelines. Please note also we have been working closely with the City of Orlando and the Greater Orlando Aviation Authority who have each agreed to provide and install wayfinding signage for the Sports District on city roads and within the Airport's jurisdiction.

Per your request, this letter serves to confirm that the Sports District meets all the requirements of FAC and AASHTO including, without limitation: (i) the facility will generate an excess of 200,000 one-way annual trips; (ii) the Sports District is located 5 miles from both the SR 417 and SR 528 interchange; (iii) neither location represents a freeway to freeway intersection; and (iv) the USTA is a non-profit organization and the USTA National Campus is open to the public. We have reviewed the signage attached to your March 7 letter and we are in full support of the signage as proposed.

Telephone: (914) 697-2333 • Facsimile: (914) 696-2040 • E-mail: malasky@usta.com

As a result, the USTA National Campus/Sports District formally requests the Central Florida Expressway Authority provide and install the supplemental wayfinding signage on the CFX System as referenced above in early-mid December 2016. The USTA National Campus currently plans to open to the public in mid-December with tournaments scheduled for the first week of January 2017. As requested, I am attaching an illustration of the signage that the City and GOAA have agreed upon which includes the following:

1) GOAA to install 3 signs directing vehicles to South Airport Exit onto 417;
2) City to install 2 signs at 528/Narcoossee Rd. exit directing South on Narcoossee Rd.;
3) City to install 2 signs at intersection of Narcoossee Rd. and Lake Nona Blvd.; and,
4) City to install 2 signs at intersection of Lake Nona Blvd. and Wellspring Dr. (new road leading to USTA Blvd.).

USTA will be directing 528 EB travelers to take Narcoossee Rd., South and 417 travelers to Lake Nona Boulevard Exit.

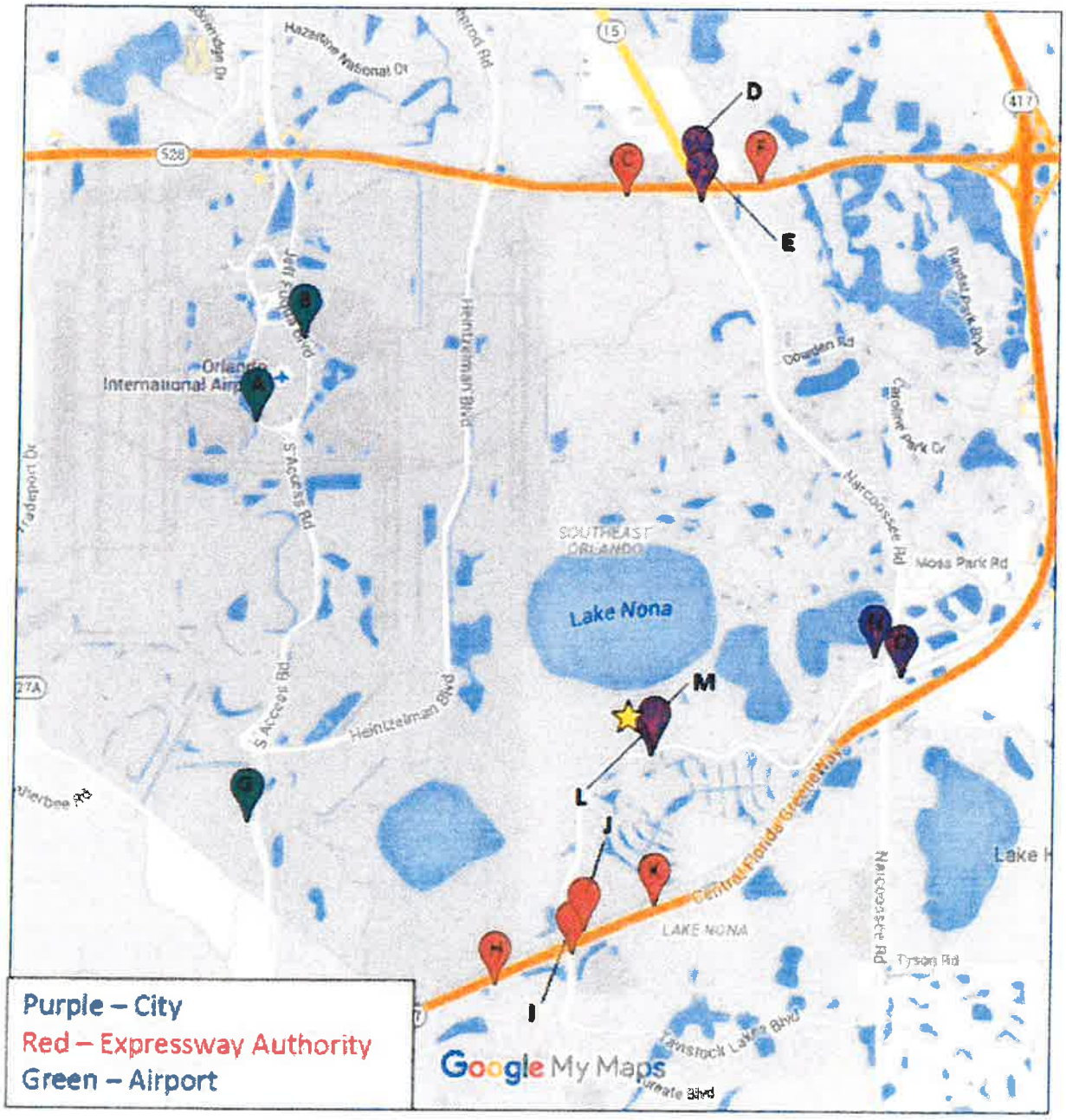
Furthermore, we request that the Central Florida Expressway Authority provide the proposed signage at no cost to Sports District tenants as the extensive volume of vehicles travelling on the CFX System to the Sports District will result in the generation of significant incremental revenue for Central Florida Expressway Authority. As you are aware, there is precedent for such request and approval as illustrated by the supplemental wayfinding signage for the neighboring Medical City.

Thank you in advance for your consideration and support of the Sports District and we look forward to working closely with the Central Florida Expressway Authority for many years to come.

Best Regards,

Dan Malasky, Esq.

Telephone: (914) 697-2333 • Facsimile: (914) 696-2040 • E-mail: malasky@usta.com


D
E
M
L
J
I
Lake Nona
SOUTHEAST ORLANDO
LAKE NONA
Purple – City
Red – Expressway Authority
Green – Airport
Google My Maps

SR 417 MAINLINE



LAKE NONA NB RAMP



LAKE NONA SB RAMP



CONSENT AGENDA ITEM

#11

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: June 27, 2016

RE: Approval of Contract Renewal with
CDM Smith, Inc. for Traffic and Earnings Consultant
Contract No. 000889

Board approval is requested for the second renewal of the referenced contract with CDM Smith Inc., in the amount of $750,000.00 for a one year period beginning September 24, 2016 and ending on September 23, 2017. The original contract was three years with two one-year renewals.

Original Contract Amount	$2,250,000.00
First Renewal	$ 750,000.00
Second Renewal	$ 750,000.00
Total	$3,750,000.00

The services to be provided by CDM Smith, Inc. under this renewal include data collection and analysis, traffic forecasting, impact analysis, evaluation of alternative toll rate structures, cost analysis, revenue projections, and financial/economic feasibility studies as assigned.

Reviewed by:
Joseph Berenis
Chief of Infrastructure

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL AGREEMENT #2
CONTRACT NO. 000889

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 14th day of July, 2016, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and CDM Smith, Inc., hereinafter called the "Consultant."

WITNESSETH

WHEREAS, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement") dated August 29, 2012, with a Notice to Proceed date of September 24 2012, whereby CFX retained the Consultant to perform services related to traffic and earnings; and

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

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Consultant agree to a second renewal of said Original Agreement beginning the 24th day of September, 2016 and ending the 23th day of September, 2017 at the cost of $750,000.00, which amount restates the amount of the Original Agreement.

Consultant states that, upon its receipt and acceptance of Final Payment for Services rendered under the first Contract renewal ending September 23, 2016, the Consultant shall execute a 'Certificate of Completion of the First Contract Renewal and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the first renewal of the Contract ending September 23, 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.

CONSULTANT

BY:_____
Authorized Signature

Title:_____

ATTEST:_____(SEAL)
Secretary or Notary
If Individual, furnish two witnesses:

Witness (1) _____

Witness (2) _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_____
Director of Procurement

LEGAL APPROVAL:_____
AS TO FORM General Counsel for CFX

Expires - 9-23-2016

WORKSHEET FOR RENEWAL/NON-RENEWAL OF CONTRACT

Contractor: CDM Smith, Inc. Contract No.: 000889

Contract Name/Description: Traffic and Earnings Consultant

Contract Amount (Including Supplemental Agreement):$ 3,000,000.00

Original Contract Execution Date: 8/29/2012

Original Contract Term: 3 Years with 2 Renewal Options

First Renewal: _____ Second Renewal: X

What is the factual basis to support renewal/non-renewal recommendation? Are the value and level of service provided by the Consultant satisfactory and adequate for the CFX's needs? For non-renewal recommendation due to Consultant non-compliance, give specific instances for non-compliance with work/performance requirements. Has Contractor been notified of the instances of non-compliance? Give date(s) and method(s) of notification. For non-renewal recommendation due to other reasons (scope changes, quantity, work limit changes, price increases), give specifics.

The Value and level of Service Provided by CDM Smith are satisfactory and adequate for CFX's needs.

Renewal Recommended

Yes X No _____ _____ 3/4/2016
(Recommending Department Head/Manager) Date

Approve Recommendation

Yes X No _____ _____ 3/7/16
(Name) Date
Chief of Infrastructure

Concur With Recommendation

Yes X No _____ _____ 3-8-16
(Name) Date
Director of Procurement

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: May 26, 2015

RE: Approval of Contract Renewal with
CDM Smith, Inc., for Traffic and Earnings Consultant
Contract No. 000889

Board approval is requested for the first renewal of the referenced contract with CDM Smith, Inc., in the amount of $750,000.00 for a one year period beginning September 24, 2015, and ending on September 23, 2016.

The services to be provided by CDM Smith under this renewal include data collection and analysis, traffic forecasting, impact analysis, evaluation of alternative toll rate structures, cost analysis, revenue projections, and financial/economic feasibility studies as assigned.

17 JUN '15 PM12:05

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000889

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 CDM Smith, Inc., hereinafter called the "Consultant".

WITNESSETH

WHEREAS, the Authority and the Consultant entered into a Contract Agreement (the "Original Agreement") dated August 29, 2012, with a Notice to Proceed date of September 24, 2012, whereby the Authority retained the Consultant to provide services related to traffic and earnings; and

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

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Consultant agree to a first renewal of said Original Agreement beginning the 24th day of September, 2015, and ending the 23rd day of September, 2016, at the cost of $750,000.00, which amount restates the amount of the Original Agreement.

Consultant states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending September 23, 2015, the Consultant shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending September 23, 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.

CDM SMITH, INC.

BY: Hugh W. Miller
Authorized Signature

Title: Vice President

ATTEST: A Michelle Humphries (SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) _____

Witness (2) _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Director of Procurement

A. MICHELLE HUMPHRIES
Notary Public - State of Florida
My Comm. Expires Apr 28, 2017
Commission # FF 112380
Bonded Through National Notary Assn.

LEGAL APPROVAL: Linda S. Brown
AS TO FORM for General Counsel for the Authority

AGREEMENT

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
CDM SMITH, INC.

TRAFFIC AND EARNINGS CONSULTANT SERVICES
CONTRACT NO. 000889

CONTRACT DATE: AUGUST 29, 2012
CONTRACT AMOUNT: $2,250,000.00

EXPRESSWAY
AUTHORITY

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

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

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

FOR

TRAFFIC AND EARNINGS CONSULTANT SERVICES

CONTRACT NO. 000889

SEPTEMBER 2012

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

Members of the Board

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

Executive Director

Max Crumit, P.E.

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Contract No. 000889

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 29th day of August, 2012, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 63-573 Laws of Florida, 1963, (Chapter 348, Part V, Florida Statutes) hereinafter called the "AUTHORITY" and CDM SMITH, INC., hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 2301 Maitland Center Parkway, Suite 300, Maitland, Florida 32751.

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

WITNESSETH:

1.0 The AUTHORITY does hereby retain the CONSULTANT to furnish Traffic and Earnings Services in accordance with Contract No. 000889.

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

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

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

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

Reference herein to the Project Manager shall mean the AUTHORITY's Director of Engineering or his authorized designee. The Project Manager shall provide the management and technical direction for this Agreement on behalf of the AUTHORITY. All technical and administrative provisions of this Agreement shall be managed by the Project Manager and the CONSULTANT shall comply with all of the directives of the Project Manager that are within the purview of this Agreement. Decisions concerning Agreement amendments and adjustments, such as time extensions and supplemental agreements shall be made by the Project Manager.

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

3.0 TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a three-year term from the date of the Notice to Proceed for the required project services as detailed in Exhibit "A". Renewal of this Agreement for up to two one-year renewal periods may be exercised by the AUTHORITY at its sole discretion. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONSULTANT are satisfactory and adequate for the AUTHORITY's needs.

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

4.0 PROJECT SCHEDULE

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

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

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

5.0 PROFESSIONAL STAFF

The CONSULTANT shall maintain an adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. The CONSULTANT shall continue to be authorized to do business within the State of Florida. In the performance of these professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised

by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care in performing in a design capacity and shall have due regard for acceptable standards of design principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to the AUTHORITY, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the associate consultants listed below without the written consent of the AUTHORITY. It is understood and agreed that the AUTHORITY will not, except for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

Florida Transportation Engineers, Inc.
BCC Engineering, Inc.
Resource Systems Group, Inc.

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

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to the AUTHORITY at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars

($25,000.00), the CONSULTANT shall first submit a request to the AUTHORITY's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by the AUTHORITY Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the AUTHORITY Board at its next regularly scheduled meeting.

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement is specified in Exhibit "A". A Supplemental Agreement will be required for additional work. The CONSULTANT shall also provide assistance to the Authority's Project Manager with other related tasks as directed.

All 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.

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

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

7.0 COMPENSATION

The AUTHORITY agrees to pay the CONSULTANT compensation as detailed in Exhibit "B", Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of $2,250,000.00. Bills for fees or other compensation for services or expenses shall be submitted to the AUTHORITY in detail sufficient for a proper pre-audit and post audit thereof.

Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to the AUTHORITY at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the AUTHORITY upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

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

The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State and Federal regulations in that the more restrictive of the applicable regulations will govern. Whenever travel costs are included in Exhibit "B", the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

8.0 DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of the AUTHORITY without restriction or limitation on their use on this project; and shall be made available, upon request, to the AUTHORITY at any time. The AUTHORITY will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 2301 Maitland Center Parkway, Suite 300, Maitland, Florida 32751.

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

9.0 COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this contract.

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

10.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

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

11.0 TERMINATION

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

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

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

If the AUTHORITY abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated for actual costs as determined in Exhibit "B". In determining the actual costs, the AUTHORITY shall consider the work performed by the CONSULTANT prior to abandonment or termination to the total amount of work contemplated by this Agreement. The ownership of all documents completed or partially completed at the time of such termination or abandonment, shall be retained by the AUTHORITY.

The AUTHORITY reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of the AUTHORITY, without penalty. It is understood and agreed that in the event of such termination, all documents prepared or obtained under this Agreement shall immediately be turned over to the AUTHORITY. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 7.0 hereof. The AUTHORITY also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The AUTHORITY further reserves the right to suspend the qualifications of the CONSULTANT to do business with the AUTHORITY upon any such indictment or direct information. In the event that any such person against whom any such indictment is brought shall have such indictment dismissed or be found not guilty, such suspension on account thereof may be lifted by the AUTHORITY's Project Manager.

12.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager who shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in

accordance herewith. Disputes between the Project Manager and the CONSULTANT that cannot be resolved shall be referred to the Director whose decision shall be final.

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

13.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the CONSULTANT shall immediately notify the AUTHORITY and request clarification of the AUTHORITY's interpretation of this Agreement.

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

14.0 HOLD HARMLESS AND INDEMNIFICATION

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

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

In the event a lawsuit is filed against the AUTHORITY alleging negligence or wrongdoing by the CONSULTANT, the AUTHORITY and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, the AUTHORITY will determine whether to request the participation of the CONSULTANT in the defense of the lawsuit or to request that the CONSULTANT defend the AUTHORITY in such lawsuit as described in this section. The AUTHORITY's failure to notify the CONSULTANT of a notice of claim will not release the

CONSULTANT from any of the requirements of this section upon subsequent notification by the AUTHORITY to the CONSULTANT of the notice of claim or filing of a lawsuit. The AUTHORITY and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all of its costs, but if the verdict determines that there is joint responsibility, the costs of defense and liability for damages will be shared in the same percentage as that judicially established. Nothing herein shall be construed to waive the sovereign immunity damages limitations afforded the AUTHORITY pursuant to F.S. 768.28.

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

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

15.0 THIRD PARTY BENEFICIARY

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration,

contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this paragraph, the AUTHORITY shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

16.0 INSURANCE

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

The CONSULTANT shall require and ensure that each of its subconsultants providing services hereunder procures and maintains, until the completion of the services, insurance of the requirements, types and to the limits specified herein. Upon request from the AUTHORITY, the CONSULTANT shall furnish copies of certificates of insurance evidencing coverage of each subconsultant.

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

CONSULTANT's expense, all limits must be maintained.

16.1 Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars ($1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to the AUTHORITY) or the general aggregate limit shall be twice the required occurrence limit. The AUTHORITY shall be listed as an additional insured. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

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

Each of the above insurance policies shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured; (2) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance policies limits of liability.

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

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

The CONSULTANT shall provide the AUTHORITY with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to the AUTHORITY. The AUTHORITY shall be notified in writing of any reduction,

cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

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

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

All such insurance required by the CONSULTANT shall be primary to, and not contribute with, any insurance or self-insurance maintained by the AUTHORITY.

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of the AUTHORITY to demand such certificate or evidence of full compliance with these insurance requirements or failure of the AUTHORITY to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance.

The acceptance of delivery by the AUTHORITY of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by the

AUTHORITY that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

17.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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

Regarding the use of logos, printed documents and presentations produced for the AUTHORITY shall not contain the name of logo of the CONSULTANT unless approved by the AUTHORITY's Public Affairs Manager or his/her designee. If a copy of the AUTHORITY logo is to be used in a document or presentation, the logo shall not be altered in any way. The width and height of the logo shall be of equal proportions. If a color logo is used, the logo shall confirm to the proper PMS colors of 2602 purple and 166 orange. If a black and white logo is utilized, the logo shall be properly screened to insure all layers of the logo are visible. The logo shall always have a white background that extends beyond the logo border. The proper presentation of the AUTHORITY logo is of utmost importance to the AUTHORITY. Any questions regarding the use of the AUTHORITY logo shall be directed to the Public Affairs Manager or his/her designee.

18.0 STANDARD OF CONDUCT

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

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

19.0 DOCUMENTED ALIENS

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

20.0 CONFLICT OF INTEREST

The CONSULTANT shall not knowingly enter into any other contract with the AUTHORITY during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with the AUTHORITY during the term of this Agreement which would create or involve a

conflict of interest with the service provided herein and as described below. Questions regarding potential conflicts of interest shall be addressed to the Director for resolution.

21.0 SEVERABILITY

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

22.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of the Agreement shall be in Orange County, Florida.

23.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

IN WITNESS WHEREOF, the CONSULTANT and the AUTHORITY have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This contract was awarded by the Authority's Board of Directors at its meeting on August 29, 2012.

CDM SMITH, INC.

BY: Jeffrey Nash
Authorized Signature

Print Name: Jeffrey Nash

Title: Vice President

ATTEST: A. Michelle VanDyke (Seal)
Secretary or Notary

Notary Public State of Florida
A Michelle Van Dyke
My Commission DD859893
Expires 04/28/2013

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

BY: Claude Miller
Director of Procurement

Print Name: Claude Miller

Approved as to form and execution, only.

General Counsel for the AUTHORITY

Joseph J. Passiatore

Exhibit A
Scope of Services

EXHIBIT A
GENERAL TRAFFIC AND EARNINGS CONSULTANT
CONTRACT NO. 000600
SCOPE OF SERVICES

I. PURPOSE

The Authority requires the assistance of a Traffic & Earnings Consultant to provide traffic and earnings/revenue services on a continuing basis for financial planning on the Authority system of toll roads including any extensions, expansion projects or candidate projects. The services to be provided include, but are not necessarily limited to: data collection and analysis, traffic forecasting, impact analysis, evaluation of alternative toll rate structures, cost analysis, revenue projections, and financial/economic feasibility studies as assigned.

The Consultant shall provide qualified professional personnel to perform the duties and responsibilities assigned under the terms of the Contract.

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

The Authority shall request Consultant services on an as-needed basis. There is no guarantee that any of all of the services described in this agreement will be assigned during the term of the Contract. Further, the Consultant is providing these services on a non-exclusive basis. The Authority, at its option, may elect to have any of the services performed by other consultants or Authority staff.

II. GENERAL REQUIREMENTS

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

The Consultant shall have a detailed knowledge of modeling and forecasting in the Orlando urban area as well as experience in applying the Florida Standard Urban Transportation Model Structure (FSUTMS). All modeling services shall be physically performed in the Consultant's or subconsultant's office located in the Orange County Standard Metropolitan Statistical Area (Orange, Lake, Osceola and Seminole Counties).

III. CONSULTANT SERVICES AND RESPONSIBILITIES

The Consultant shall perform the following tasks in carrying out the requirements of the Agreement. The following tasks provide an example of work to be required, but are not intended to be all-inclusive:

A. Transportation Planning and Traffic Engineering

1. Prepare proposals for specific studies or other tasks within the specific scope of service prepared by the Authority. Complete the required services under the direction of the Authority's Project Manager.

2. Monitor and evaluate economic conditions on the state, regional and national levels and determine potential impact on toll traffic and revenues.

3. Update and/or review the land use information along Authority projects.

4. Maintain county demographic and land use information about Authority's project area.

5. Develop Planning Concept Reports.

6. Develop Design Traffic Reports

7. Special Studies as assigned.

8. Create and maintain a traffic forecasting model using FSUTMS.

9. Apply the Authority's model and FSUTMS to:

   - Interpret model results.
   - Develop all system and design traffic.
   - Document the model results including assumptions.

10. Develop, implement and maintain a document control and filing system that shall govern the Consultant's distribution and file copies of all program related correspondence, reports, plans, technical data, etc.

B. System Review, Annual Report and Bonding Support

1. The Consultant shall be knowledgeable of all covenants and provisions of the Authority's current bond resolutions and shall perform operations consistent with these covenants and provisions.

2. Prepare and submit to the Authority copies of an annual report on the traffic, toll and revenue aspects of the Authority's operations. Included in the report shall be an updated projection of revenues for the Authority's system on a fiscal year basis for the current year and a period of ten (10) years thereafter.

3. Upon request by the Authority, make preliminary suggestions on any traffic or toll matters.

4. Upon request by the Authority, prepare studies to include, but not be limited to, the following:

   - Financial Feasibility
   - Toll Rate Structure
   - Bonding Capacity of Projects

5. Estimate the additional toll revenues that would be earned by the Authority as a result of new projects or interchanges.

6. Certification of estimated project revenues for economic feasibility determination.

7. Review reports prepared by Authority staff or Authority consultants regarding projects that have potential for becoming Authority projects under the financial criteria established by the Authority.

8. Prepare Traffic and Earnings Reports for future proposed bond sales with coordination from Authority staff, the Authority's General Engineering Consultant, financial advisors and underwriters. Present information in Traffic and Earnings Report as required.

C. Support for the General Engineering Consultant

1. As requested by the Project Manager, the Consultant shall coordinate with and provide support to the Authority's General Engineering Consultant for the following activities:

   - Miscellaneous traffic modeling.
   - Submittal and review of design traffic.
   - Operational analysis and traffic simulation.
   - Analysis of vehicle count and classification data.
   - System project review.

D. Meetings and Workshops

1. Attend meetings with Authority staff, consulting engineers, or other individuals or agencies designated by the Authority.

2. Meet with the State Board of Administration, Division of Bond Finance, rating agencies, bond counsel, financial advisors and underwriters, and attend bond presentations as required.

IV. AUTHORITY RESPONSIBILITIES

The Authority will furnish, without cost to the Consultant, the following information and data in connection with services authorized under terms of the Agreement:

A. Furnish all Authority procedures, standards, and policies applicable to the services being provided by the Consultant.

B. Furnish drawings, specifications, schedules, reports and other information prepared by or for the Authority by others which are available to the Authority and which Authority considers pertinent to Consultant's responsibilities as described herein.

C. Furnish available traffic, safety (accident) and planning data.

V. SUBCONTRACTING

Services assigned to subconsultants must be approved in advance by the Authority in accordance with the Agreement. Subconsultants shall be qualified and approved by the Authority prior to performing any work assigned to them.

If subconsultant services are authorized, the Consultant shall obtain a schedule of rates for review and approval by the Authority prior to any work being performed.

END OF SCOPE OF SERVICES

Exhibit B
Method of Compensation

Exhibit B
METHOD OF COMPENSATION
GENERAL TRAFFIC AND EARNINGS CONSULTANT

1.0 PURPOSE

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

2.0 AMOUNT OF COMPENSATION

2.1 The AUTHORITY agrees to pay the CONSULTANT for the performance of authorized services described in Exhibit "A" an amount not to exceed $2,250,000.00 for the initial three (3) year term of the Agreement, such amount hereinafter referred to as the Maximum Limiting Amount. All compensation shall be authorized by means of individual Work Authorizations.

2.2 Compensation for services provided under this Contract will be made on a unit price basis per manhour, plus reimbursable expenses and will not exceed the Maximum Limiting Amount unless increased by the AUTHORITY. This method of payment is intended to compensate the CONSULTANT for all costs (salaries, overhead, fringe benefits, equipment costs, operational costs, reimbursable expenses and profit) related to the services required.

3.0 ALLOWABLE COSTS

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

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

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

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

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

3.1.2 Premium Overtime: The portion of overtime compensation paid in excess of the straight time hourly rate not burdened with overhead and fringe benefits. Premium overtime is not authorized unless approved in writing by the AUTHORITY's Project Manager.

3.1.3 Payment of Overtime: Straight Overtime or Premium Overtime shall be paid in accordance with the CONSULTANT's overtime policies and practices, provided that such compensation plan or practice is so consistently followed, in effect, to imply an equitable treatment of overtime to all of the CONSULTANT's clients.

3.2 The following multipliers shall be applied to all CONSULTANT direct salaries and wages as total compensation for the CONSULTANT's administration overhead and burden costs (indirect charges) and the CONSULTANT's operating margin (profit and risk):

Overhead Rate:	171.86% (as supported by 2012 FDOT audit)
Operating Margin:	12.0%

3.3 Expenses: A Lump Sum Amount will be negotiated and paid for miscellaneous and out-of-pocket CONSULTANT expenses for each approved Work Authorization. All non-local CONSULTANT travel must be pre-approved by the AUTHORITY and will be reimbursed in accordance with Florida State Statute 112.061.

3.4 Subconsultant Costs: Compensation will be based on actual costs of Subconsultant expenses directly chargeable to the project and supported by invoices or other documentation acceptable to the AUTHORITY. Subconsultant fees, as authorized by the AUTHORITY, will be passed through the CONSULTANT at cost. In lieu of administrative mark-up, the CONSULTANT will charge time and reimbursable costs associated with the management administrative charges to oversee and administer Subconsultants.

4.0 METHOD OF COMPENSATION

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

4.1 The CONSULTANT will be reimbursed monthly for services performed for each approved Work Authorization. Payment to the CONSULTANT will be in an amount to cover costs incurred during the preceding month for actual direct salary and wages times the appropriate overhead rate and operating margin multipliers, a portion of Lump Sum Expenses and Subconsultant Costs for actual work performed. The CONSULTANT shall promptly pay all Subconsultants their proportionate share of payment received from the AUTHORITY.

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

4.3 The CONSULTANT shall be responsible for the consolidation and submittal of one (1) original monthly invoice, in the form and detail established or approved by the AUTHORITY. All payments on such invoices are conditional and subject to adjustment as a result of a final audit as to the allowability of costs in accordance with this Agreement. Invoices shall include an itemization and substantiation of costs incurred. The itemization must include the amount budgeted, current amount billed, total billed to date and amount to complete.

4.4 The AUTHORITY reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by the AUTHORITY. Any and all such payment previously withheld shall be released and paid to CONSULTANT promptly when the work is subsequently satisfactorily performed.

5.0 PROJECT CLOSEOUT:

5.1 Final Audit: The CONSULTANT shall permit the AUTHORITY to perform or have performed an audit of the records of the CONSULTANT and any or all Subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under this Agreement are subsequently properly disallowed by the AUTHORITY because of accounting errors or charges not in conformity with this Agreement, the CONSULTANT agrees that such disallowed amounts are due to the AUTHORITY upon demand. Further, the AUTHORITY shall have the right to

deduct from any payment due the CONSULTANT under any other contract between the AUTHORITY and the CONSULTANT an amount sufficient to satisfy any amount due and owing the AUTHORITY by the CONSULTANT under this Agreement. Final payment to the CONSULTANT shall be adjusted for audit results.

5.2 Certificate of Completion: Subsequent to the completion of the final audit, a Certificate of Completion will be prepared for execution by both parties stating the total compensation due the CONSULTANT, the amount previously paid, and the difference. Upon execution of the Certificate of Completion, the CONSULTANT shall either submit a termination invoice for an amount due or refund to the AUTHORITY for the overpayment, provided the net difference is not zero.

END OF SECTION

Exhibit C
Details of Costs and Fees

Orlando-Orange County Expressway Authority

General Traffic and Earnings Consultant

Contract No. 000889

Audit Package

CDM Smith

September 14, 2012

Orlando-Orange County Expressway Authority
General Traffic and Earning Consultant Contract

Negotiated Operating Margin

Company	Home Office Overhead Rate	Expenses	Negotiated Operating Margin	Multiplier
CDM Smith	171.86%	Negotiated with each task authorization	12%	3.045
BBC Engineering, Inc	183.37%		11%	3.145
Resource Systems Group	178.31%		11%	3.089
Florida Transportation Engineering, Inc.	154.61%		12%	2.852

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

March 8, 2012

William Brooks, Vice President
CDM Smith, Inc.
2301 Maitland Center Parkway, Suite 300
Maitland, Florida 32751

Dear Mr. Brooks:

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

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

Group 3 - Highway Design - Roadway

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

Group 4 - Highway Design - Bridges

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

Group 5 - Bridge Inspection

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

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing
- 6.3.1 - Intelligent Transportation Systems Analysis and Design

Group 7 - Traffic Operations Design

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

Group 9 - Soil Exploration, Material Testing and Foundations

9.1 - Soil Exploration
9.4.1 - Standard Foundation Studies

Group 10 - Construction Engineering Inspection

10.1 - Roadway Construction Engineering Inspection
10.3 - Construction Materials Inspection
10.4 - Minor Bridge & Miscellaneous Structures CEI

Group 11 - Engineering Contract Administration and Management

Group 13 - Planning

13.3 - Policy Planning
13.4 - Systems Planning
13.5 - Subarea/Corridor Planning
13.6 - Land Planning/Engineering
13.7 - Transportation Statistics

Group 14 - Architect

Your Unlimited Notice of Qualification shall be valid until June 30, 2013 at such time as your December 31, 2012 overhead audit will be due to comply with the Department's requirement on overhead audits. We will automatically notify your firm 45 to 60 days prior to your update deadline.

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

	Home/Branch Office	Field Office	Overtime Premium	Direct Expense
Overhead Rate	171.86%*	108.53%*	Excluded	10.72% (Home)* 16.11% (Field)*+

*Interim

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

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

Sincerely,

Lorraine E. Odom

Lorraine E. Odom
Professional Services
Qualification Administrator

LEO/cmr

Orlando-Orange County Expressway Authority
General Traffic and Earnings Consultant
CDM Smith Rate Table

Classification	Name	Office	Hourly Rate*				Current Average Rate for Classification
			Current	2013	2014	2015	
Administrative	Anastasio, Mary Ann	NHV	$24.86	$25.61	$26.37	$27.17	$28.58
	Janiszewski, Deanna	ORL	$26.92	$27.73	$28.56	$29.42	
	Papa, Karen	NHV	$33.96	$34.98	$36.03	$37.11	
Chief Planner	Quinlin, Gary	NHV	$67.55	$69.58	$71.66	$73.81	$80.46
	Marcella, Paul	NHV	$76.96	$79.27	$81.65	$84.10	
	Pratt, Arthur	NHV	$80.16	$82.56	$85.04	$87.59	
	Oryani, Kazem	NHV	$83.84	$86.36	$88.95	$91.61	
	Allaire, Scott	NHV	$84.27	$86.80	$89.40	$92.08	
	Miller, Hugh [1]	ORL	$90.00	$90.00	$90.00	$90.00	
Client Service Mngr	Hamm, Bob	TAL	$74.22	$76.45	$78.74	$81.10	$75.13
	Davies, Amy	FTM	$76.03	$78.31	$80.66	$83.08	
Economist	Bigos, Evan	ORL	$31.62	$32.57	$33.55	$34.55	$31.62
Engineer	Pasumarthy, Praveen	TAL	$39.97	$41.17	$42.40	$43.68	$48.32
	Kanike, Om	ORL	$41.14	$42.37	$43.65	$44.95	
	Kanilwa, Revocatus	FTL	$47.73	$49.16	$50.64	$52.16	
	Chevalier, Bryan	ORL	$53.58	$55.19	$56.84	$58.55	
	Viswanathan, Krishnan	TAL	$59.16	$60.93	$62.76	$64.65	
Graphics	Celone, Gene	NHV	$34.86	$35.91	$36.98	$38.09	$35.01
	Paine, Arthur	NHV	$35.16	$36.21	$37.30	$38.42	
Planner/ Modeler	Matthews, Gabrielle	TAL	$26.62	$27.42	$28.24	$29.09	$33.59
	Regan, Elizabeth	NHV	$29.22	$30.10	$31.00	$31.93	
	Wang, Qixing	NHV	$30.05	$30.95	$31.88	$32.84	
	Mooradian, James	NHV	$30.77	$31.69	$32.64	$33.62	
	Palmer, Jenifer	ORL	$30.96	$31.89	$32.85	$33.83	
	Aysola, Sandeep	NHV	$32.91	$33.90	$34.91	$35.96	
	Aceto, Adam	NHV	$33.92	$34.94	$35.99	$37.07	
	Brown, Steven	NHV	$35.25	$36.31	$37.40	$38.52	
	Aron, David	NHV	$35.41	$36.47	$37.57	$38.69	
	Cui, Xiao	NHV	$36.82	$37.92	$39.06	$40.23	
	Padlo, Patrycja	NHV	$37.03	$38.14	$39.29	$40.46	
	Wang, Lihe	NHV	$38.79	$39.95	$41.15	$42.39	
	Patel, Yogesh	NHV	$38.93	$40.10	$41.30	$42.54	

* Year 2013 through 2015 hourly rates based on a 3% per year escalation and OOCEA approval prior to being effective.

Orlando-Orange County Expressway Authority
General Traffic and Earnings Consultant
CDM Smith Rate Table

Classification	Name	Office	Hourly Rate*				Current Average Rate for Classification
			Current	2013	2014	2015	
Senior Economist	Ogonowski, Peter	ORL	$56.95	$58.66	$60.42	$62.23	$56.95
Senior Engineer	Reul, Stefan	NHV	$59.84	$61.64	$63.48	$65.39	$65.00
	Kulakowski, Cissy	NHV	$70.15	$72.25	$74.42	$76.65	
Senior Planner	Rayan, Selvaraj	NHV	$42.49	$43.76	$45.08	$46.43	$51.15
	Guttenplan, Martin	TAL	$44.04	$45.36	$46.72	$48.12	
	Flynn, Carleen	ORL	$48.08	$49.52	$51.01	$52.54	
	Plagens, Michael	TAL	$48.27	$49.72	$51.21	$52.75	
	Johnson, Leslie	NHV	$49.08	$50.55	$52.07	$53.63	
	Blackwell, Wesley	NHV	$51.34	$52.88	$54.47	$56.10	
	Hart, Jonathon	CHI	$59.83	$61.62	$63.47	$65.38	
	Reis, Sergio	NHV	$66.04	$68.02	$70.06	$72.16	
Senior Technical Advisor [2]	Buse, Susan	DAL	$82.53	$85.01	$87.56	$90.18	$96.24
	Wuestefeld, Kris	NHV	$103.34	$106.44	$109.63	$112.92	
	Brooks, William	ORL	$102.85	$105.94	$109.11	$112.39	

Offices: NHV = New Haven, CT, ORL = Maitland, FL, TAL = Tallahassee, FL, CHI = Lisle, IL, FTM = Ft. Myers, FL, DAL = Dallas, TX

Notes: [1] Project Manager - Salary capped at $90.00, [2] Senior Technical Advisors are not high utilization employees.

* Year 2013 through 2015 hourly rates based on a 3% per year escalation and OOCEA approval prior to being effective.

PERSONNEL	HOURS	EARNINGS	GROSS	STATUTORY DEDUCTIONS	VOLUNTARY DEDUCTIONS	NET PAY
	Reg O/T Hours 3&4	Reg O/T Earnings 3&4 Earnings 5		Federal State /Local		
DEPT TOTAL HQE000	[redacted]	[redacted]		[redacted]	[redacted]	2 Pays ☐ .00

HOURS ANALYSIS: [redacted]
EARNINGS ANALYSIS:
MEMO ANALYSIS:
STATUTORY DED. ANALYSIS:
VOLUNTARY DED. ANALYSIS:

ACETO,ADAM J File: 092419 Dept: MCD000 Clock: NHV Rate: 33.9200 Title: TFTNEW57	2.00 11 78.00	67.84 11 2,645.76	2,713.60	[redacted]	[redacted]	Voucher# ** 362151 ☐ eVoucher .00
ANASTASIO,MARY ANN File: 092054 Dept: MCD000 Clock: NHV Rate: 24.8600 Title: TFTNEW57	19.50 11 60.50	484.77 11 1,504.03	1,988.80	[redacted]	[redacted]	Voucher# ** 362152 ☐ .00
ARON,DAVID P File: 092489 Dept: MCD000 Clock: NHV Rate: 35.4100 Title: TFTNEW57	15.00 80.00	531.16 2,832.84	3,364.00	[redacted]	[redacted]	Voucher# ** 362153 ☐ .00

REG

Contract Payroll
Thomas Sandi Jr
Corp Mgr of Payroll
9/7/12

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PERSONNEL	HOURS			EARNINGS				GROSS	STATUTORY DEDUCTIONS		VOLUNTARY DEDUCTIONS	NET PAY	
STATUTORY DED. ANALYSIS:	Reg	O/T	Hours 3&4	Reg	O/T	Earnings 3&4	Earnings 5		Federal	State /Local			
VOLUNTARY DED. ANALYSIS:	[redacted]												
ABOKI,BALA A File: 087932 Dept: MCD000 Clock: MAI Rate: [redacted] Title: GSSMAN58												Voucher# 362011	.00
ALLAIRE,SCOTT A File: 092142 Dept: MCD000 Clock: MAI Rate: 84.2700 Title: TFTNEW57	80.00			6,741.63				6,741.63				Voucher# 362012	.00
BOESCH,TIMOTHY J File: 092102 Dept: MCD000 Clock: MAI Rate: [redacted] Title: TFTCHI57 Dept: MCD000 Rate: [redacted] Dept: MCD000 Rate: [redacted]												Voucher# 362013	.00

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Certified Payroll
Thomas Smith Jr
Corp Mgr of Payroll
9/7/12

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PERSONNEL	HOURS				EARNINGS				GROSS	STATUTORY DEDUCTIONS	VOLUNTARY DEDUCTIONS	NET PAY
	Reg	O/T	Hours	354	Reg	O/T	Earnings	354 Earnings		Federal / State / Local		
AYSOLA,SANDEEP			13.50	11			444.29	11				
File: 092289	66.50				2,188.52							
Dept: MCD000												
Clock: NHV												
Rate: 32.9100												
Title: TFTNEW57												
									2,632.81	[redacted]	[redacted]	Voucher# 362154 .00
BROWN,STEVEN JOSHUA			50.00	11			1,762.50	11				
File: 092772	30.00				1,057.50							
Dept: MCD000												
Clock: NHV												
Rate: 35.2500												
Title: TFTNEW57												
									2,820.00	[redacted]	[redacted]	Voucher# 362155 .00
CELONE,GENE M			16.00	11			557.76	11				
File: 091982	64.00				2,231.07							
Dept: MCD000												
Clock: NHV												
Rate: 34.8600												
Title: TFTNEW57												
									2,788.83	[redacted]	[redacted]	Voucher# 362156 eVoucher .00
JOHNSON,LESLIE L			40.00	11			1,963.20	11				
File: 092069	40.00				1,963.20							
Dept: MCD000												
Clock: NHV												
Rate: 49.0800												
Title: TFTNEW57												
									3,926.40	[redacted]	[redacted]	Voucher# 362157 .00

REG

Assistant Secretary
Thomas Sowell Jr.
Corp Manager of Payroll
9/7/12

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PERSONNEL	HOURS Reg	HOURS O/T	HOURS Hours	HOURS 364	EARNINGS Reg	EARNINGS O/T	EARNINGS Earnings	EARNINGS 364 Earnings	GROSS	STATUTORY DEDUCTIONS Federal	STATUTORY DEDUCTIONS State /Local	VOLUNTARY DEDUCTIONS	NET PAY
JANISZEWSKI, DEANNA File: 092177 Dept: TRE000 Clock: ORL Rate: 26.9200 Title: TADORL58	70.00		10.00	11	1,884.40		269.20	11	2,153.60	[redacted]		[redacted]	Voucher# 362388 eVoucher .00
DEPT TOTAL TRE000	[redacted]				[redacted]					[redacted]		[redacted]	2 Pays .00
HOURS ANALYSIS: EARNINGS ANALYSIS: MEMO ANALYSIS: VOLUNTARY DED. ANALYSIS:	[redacted]				[redacted]					[redacted]		[redacted]	
BENEDICO,NICKSON A File: 092457 Dept: TRN000 Clock: ORLE Rate: [redacted] Title: ESOTSM59									[redacted]			[redacted]	Voucher# 362389 eVoucher .00
BIGOS,EVAN K File: 092505 Dept: TRN000 Clock: ORL Rate: 31.6200 Title: PAETAL59	80.00				2,529.60				2,529.60	[redacted]		[redacted]	Voucher# 362390 .00

Certified Payroll
Thomas and G
Corp Manager of Payroll
9/7/12

REG

ADP Payroll Register

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CDM SMITH INC
Company Code: ZWZ

Batch : 4488-010 Period Ending : 09/01/2012 Week 36
Service Center : 010 Pay Date : 09/07/2012 Page 810

PERSONNEL	HOURS				EARNINGS					GROSS	STATUTORY DEDUCTIONS		VOLUNTARY DEDUCTIONS	NET PAY
	Reg	O/T	Hours	3/4	Reg	O/T	Earnings	3/4	Earnings		Federal	State /Local		
JOHNSON,AMANDA A File: 084014 Dept: HQI000 Clock: ATL Rate: [redacted] Title: HQIHDQ31	[redacted]				[redacted]									Voucher# 360048 eVoucher
DEPT TOTAL HQI000	[redacted]				[redacted]									.00 1 Pays .00
MEMO ANALYSIS: STATUTORY DED. ANALYSIS: VOLUNTARY DED. ANALYSIS:														
BLACKWELL, WESLEY T File: 092377 Dept: MCD000 Clock: ATL Rate: 51.3400 Title: TFTTCH57	72.00		8.00	15	3,696.48		410.72	15		4,107.20	[redacted]		[redacted]	Voucher# 360049 eVoucher
DEPT TOTAL MCD000	[redacted]				[redacted]									.00 1 Pays .00
HOURS ANALYSIS: EARNINGS ANALYSIS: MEMO ANALYSIS: STATUTORY DED. ANALYSIS: VOLUNTARY DED. ANALYSIS:														

Certified Payroll
Thomas Lombardi
Corp Mgr of Payroll
9/7/12

REG

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PERSONNEL	HOURS	EARNINGS	GROSS	STATUTORY DEDUCTIONS	VOLUNTARY DEDUCTIONS	NET PAY
	Reg O/T Hours 3/4	Reg O/T Earnings 3/4 Earnings 5		Federal State /Local		
DEPT TOTAL MCD000	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	2 Pays ☐ .00

MEMO ANALYSIS:
VOLUNTARY DED. ANALYSIS: [redacted]

CRANE,JAMES E
File: 035561
Dept: PCS000
Clock: ORL
Rate: [redacted]
Title: SERFLO51

[redacted] Voucher# ** 362386 ☐ .00

DEPT TOTAL PCS000	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1 Pays ☐ .00

HOURS ANALYSIS:
EARNINGS ANALYSIS:
MEMO ANALYSIS:
VOLUNTARY DED. ANALYSIS: [redacted]

REG

BROOKS,WILLIAM G
File: 092017
Dept: TRE000
Clock: ORLE
Rate: 102.8500
Title: TCOORL57

80.00 | 8,228.00 | 8,228.00 | [redacted] | [redacted] | Voucher# ** 2387 ☐ .00

Certified Payroll
Thomas Smith Jr
Corp Mgr of Payroll
9/7/12

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PERSONNEL	HOURS				EARNINGS				GROSS	STATUTORY DEDUCTIONS		VOLUNTARY DEDUCTIONS	NET PAY
	Reg	O/T	Hours	354	Reg	O/T	Earnings	354		Federal	State (Local)		
BUSE,SUSAN A File: 092879 Dept: MCD000 Clock: DAL Rate: 82.5300 Title: HQ2MLS57	57.60		6.40	11	4,753.79		528.19	11	5,281.98	[redacted]		[redacted]	Voucher# 361055 eVoucher .00
CLEM,ANDREW H File: 087195 Dept: MCD000 Clock: DAL Rate: [redacted] Title: GSSGLF57	[redacted]				[redacted]				[redacted]	[redacted]		[redacted]	Voucher# 361056 eVoucher .00
COPELAND,MICHAEL W File: 092553 Dept: MCD000 Clock: DAL Rate: [redacted] Title: TFITEX57	[redacted]				[redacted]				[redacted]	[redacted]		[redacted]	Voucher# 361057 .00
FORGENIE,KRYSTAL C File: 087662 Dept: MCD000 Clock: DAL Rate: [redacted] Title: GSSGLF57	[redacted]				[redacted]				[redacted]	[redacted]		[redacted]	Voucher# 361058 eVoucher .00

Certified Payroll
Thomas Garrett
Corp Mgr of Payroll
9/7/12

REG

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PERSONNEL	HOURS	EARNINGS	GROSS	STATUTORY DEDUCTIONS	VOLUNTARY DEDUCTIONS	NET PAY
	Reg O/T Hours 3/4	Reg O/T Earnings 1/4 Earnings 5		Federal State /Local		
BROWN,BRENDAN V File: 085466 Dept: TRN000 Clock: ORL Rate: [redacted] Title: IPEORL59	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	Voucher# 362391 eVoucher .00
CHEVALIER,BRYAN A File: 087656 Dept: TRN000 Clock: ORL Rate: 53.5800 Title: ESOORL59	80.00	4,286.40	4,286.40	[redacted]	[redacted]	Voucher# 362392 .00
DAHLGREN,ANGELA L File: 087576 Dept: TRN000 Clock: ORL Rate: [redacted] Title: PAETAL59	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	Voucher# 362393 eVoucher .00
DOTSON,SHANNON W File: 092262 Dept: TRN000 Clock: ORLE Rate: [redacted] Title: ESOORL59	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	Voucher# 362394 .00

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Certified Payroll
Thomas Lorenz Jr
Corp Mgr of Payroll
9/7/12

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PERSONNEL	HOURS				EARNINGS				GROSS	STATUTORY DEDUCTIONS		VOLUNTARY DEDUCTIONS	NET PAY
	Reg	O/T	Hours 3&4		Reg	O/T	Earnings 3&4			Federal	State /Local		
ST JEAN,JENNIFER M File: 088995 Dept: MAR000 Clock: CMT Rate: [redacted] Title: MADPHI43										[redacted]		[redacted]	Adjustment ☐ .00
DEPT TOTAL MAR000	[redacted]				[redacted]					[redacted]		[redacted]	1 Pays ☐ .00
MEMO ANALYSIS:													
CUI,XIAO File: 092496 Dept: MCD000 Clock: CMT Rate: 36.8200 Title: TFTNEW57	36.00	4.00	11		1,325.53	147.28	11		1,472.81	[redacted]		[redacted]	Voucher# 320946 ☐ .00
TUCKER,CINDI L File: 040592 Dept: MCD000 Clock: CMT Rate: [redacted] Title: GSSCAM58	[redacted]				[redacted]					[redacted]		[redacted]	Adjustment ☐ Void PP: 0000320348 2,331.55
Dept: MCD000 Rate: [redacted]													Adjustment ☐ Pay 2 .00
DEPT TOTAL MCD000	[redacted]				[redacted]					[redacted]		[redacted]	2 Pays ☐ 2,331.55
HOURS ANALYSIS:													
EARNINGS ANALYSIS:													
MEMO ANALYSIS:													
STATUTORY DED. ANALYSIS:													
VOLUNTARY DED. ANALYSIS:													

Certified Payroll
Thomas Leonard Jr
Corp Mgr of Payroll
9/10/12

REG

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PERSONNEL	HOURS	EARNINGS	GROSS	STATUTORY DEDUCTIONS	VOLUNTARY DEDUCTIONS	NET PAY
	Reg OT Hours 3rd	Reg OT Earnings 3rd Earnings		Federal State/Local		
DEPT TOTAL SCP000	[redacted]	[redacted]		[redacted]	[redacted]	2 Pays ☐ 726.29

MEMO ANALYSIS:

VOLUNTARY DED. ANALYSIS: [redacted]

DAVIES,AMELIA H File: 092596 Dept: TRE000 Clock: MAI Rate: 76.0300 Title: TCOFTM57	80.00	6,082.47	6,082.47	[redacted]	[redacted]	Voucher# 362035 ☐ .00
HUMPHREYS, JENNIFER H File: 092123 Dept: TRE000 Clock: MAI Rate: [redacted] Title: TCOCHR57	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	Voucher# 362036 ☐ .00
KING,PHYLLIS F File: 092076 Dept: TRE000 Clock: MAI Rate: [redacted] Title: TADRMD59	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	Voucher# 362037 ☐ eVoucher .00
DEPT TOTAL TRE000	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	3 Pays ☐ .00

Certified Payroll
Thomas Hovorka
Corp Mgr of Payroll
9/7/12

REG

HOURS ANALYSIS:
EARNINGS ANALYSIS:
MEMO ANALYSIS:
STATUTORY DED. ANALYSIS: [redacted]

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PERSONNEL	HOURS	EARNINGS	GROSS	STATUTORY DEDUCTIONS	VOLUNTARY DEDUCTIONS	NET PAY
	Reg O/T Hours 3rd	Reg O/T Earnings 3rd Earnings 5		Federal State / Local		
JOHNSON,RICHARD C File: 026188 Dept: IEU000 Clock: ORL Rate: [redacted] Title: EUREUR22	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	Voucher# 362383 eVoucher .00
DEPT TOTAL IEU000	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	1 Pays .00
HOURS ANALYSIS: EARNINGS ANALYSIS: MEMO ANALYSIS: VOLUNTARY DED. ANALYSIS:	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	
FLYNN,CARLEEN M File: 099697 Dept: MCD000 Clock: ORL Rate: 48.0800 Title: TFTNEW57	80.00	3,846.40	3,846.40	[redacted]	[redacted]	Voucher# 362384 .00
MILLER JR,HUGH W File: 095237 Dept: MCD000 Clock: ORL Rate: 100.9700 Title: TFTHDQ57	80.00	8,077.60	8,077.60	[redacted]	[redacted]	Voucher# 362385 .00

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Certified Payroll
Thomas Sarosi Jr
Corp Mgr of Payroll
9/7/12

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PERSONNEL	HOURS				EARNINGS				GROSS	STATUTORY DEDUCTIONS		VOLUNTARY DEDUCTIONS	NET PAY
	Reg	O/T	Hours 3&4		Reg	O/T	Earnings 3&4	Earnings 5		Federal	State / Local		
GUTTENPLAN, MARTIN E File: 092870 Dept: TRN000 Clock: TAL Rate: 44.0400 Title: TRPCLB59	40.00		40.00 11		1,761.60		1,761.60 11		3,523.20	[redacted]		[redacted]	Voucher# 362888 eVoucher .00
HODGSON,MARTHA K File: 100538 Dept: TRN000 Clock: TAL Rate: [redacted] Title: TRPCLB59	[redacted]				[redacted]				[redacted]	[redacted]		[redacted]	Check# 388680 586.88
LONGSTREET,ANN MARIE File: 099078 Dept: TRN000 Clock: TAL Rate: [redacted] Title: TRPCLB59	[redacted]				[redacted]				[redacted]	[redacted]		[redacted]	Voucher# 362889 .00
MASTERS,KYLE O File: 096097 Dept: TRN000 Clock: TAL Rate: [redacted] Title: TRPCLB59 Dept: TRN000 Rate: [redacted]	[redacted]				[redacted]				[redacted]	[redacted]		[redacted]	Voucher# 362890 eVoucher .00

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Certified Payroll
Thomas Jarocki Jr
Corp Mgr of Payroll
9/7/12

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PERSONNEL	HOURS				EARNINGS				GROSS	STATUTORY DEDUCTIONS		VOLUNTARY DEDUCTIONS	NET PAY
	Reg	O/T	Hours	344	Reg	O/T	Earnings	344 Earnings		Federal	State (Local)		
HAMM,ROBERT A			10.00	11			742.20	11					
File: 092078	70.00				5,195.40								
Dept: TRE000													
Clock: TAL													
Rate: 74.2200													
Title: TCOTAL57													
									5,937.60	[redacted]		[redacted]	Voucher# ** 362883 ☐ eVoucher .00
VICKERS,ROBERT SHELLY													
File: 093080	[redacted]				[redacted]								
Dept: TRE000													
Clock: TAL													
Rate: [redacted]													
Title: TPMTAL59									[redacted]	[redacted]		[redacted]	Voucher# ** 362884 ☐ eVoucher .00
DEPT TOTAL TRE000	[redacted]				[redacted]							[redacted]	3 Pays ☐ .00
HOURS ANALYSIS:													
EARNINGS ANALYSIS:	[redacted]				[redacted]				[redacted]	[redacted]		[redacted]	
MEMO ANALYSIS:													
VOLUNTARY DED. ANALYSIS:													
CAMPIZ,NICHOLAS H													
File: 100659	[redacted]				[redacted]								
Dept: TRN000													
Clock: TAL													
Rate: [redacted]													
Title: TRPCLB59									[redacted]	[redacted]		[redacted]	Check# 388678 ☐ 497.52

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Certified Payroll
Thomas Lonsdale
Corp Mgr of Payroll
9/7/12

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PERSONNEL	HOURS	EARNINGS	GROSS	STATUTORY DEDUCTIONS	VOLUNTARY DEDUCTIONS	NET PAY
	Reg O/T Hours 3&4	Reg O/T Earnings 3&4 Earnings		Federal State /Local		
HART,JONATHON DAVID File: 092329 Dept: MCD000 Clock: LIS Rate: 59.8300 Title: TFTCHI57	80.00	4,786.40	4,786.40	[redacted]	[redacted]	Voucher# 361778 eVoucher .00
HERETH JR, WILLIAM RICHARD File: 092573 Dept: MCD000 Clock: LIS Rate: [redacted] Title: TFTTCH57	[redacted]	[redacted]				
Dept: MCD000 Rate: [redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	Voucher# 361779 eVoucher .00
HOCHMUTH, JEFFREY J File: 092297 Dept: MCD000 Clock: LIS Rate: [redacted] Title: TFTTCH57	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	Voucher# 361780 eVoucher .00

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Certified Payroll
Thomas Arnold
Corp Mgr of Payroll
9/7/12

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PERSONNEL	HOURS				EARNINGS				GROSS	STATUTORY DEDUCTIONS		VOLUNTARY DEDUCTIONS	NET PAY
	Reg	O/T	Hours 3&4		Reg	O/T	Earnings 3&4			Federal	State /Local		
KANIKE,OM PRAKASH			4.00	11			164.56	11					
File: 092453													
Dept: TRN000													
Clock: ORLE													
Rate: 41.1400													
Title: TRPCLB59													
Dept: TRN000	40.00				1,562.00								
Rate: 39.0500													
Dept: TRN000	36.00				1,481.04								
Rate: 41.1400													
									3,207.60				Voucher# 362395 .00
LE,QUANGCHAU													
File: 092371													
Dept: TRN000													
Clock: ORLE													
Rate:													
Title: ESOORL59													
													Voucher# 362396 eVoucher .00
OGONOWSKI,PETER C	9.50				324.65								
File: 092244													
Dept: TRN000													
Clock: ORL													
Rate: 34.1700													
Title: PAETAL59													
Dept: TRN000	80.00				4,556.04								
Rate: 56.9500													
					Certified Payroll Thomas Labrecque Corp Mgr of Payroll 9/7/12				4,880.69				Voucher# 362397 .00

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PERSONNEL	HOURS				EARNINGS				GROSS	STATUTORY DEDUCTIONS	VOLUNTARY DEDUCTIONS	NET PAY
	Reg	O/T	Hours	354	Reg	O/T	Earnings	354 Earnings 5		Federal / State /Local		
KANILWA, REVOCATUS CONSTANTINE File: 092752 Dept: TRN000 Clock: FTL Rate: 47.7300 Title: ESOORL59			5.00	11			238.65	11				
Dept: TRN000 Rate: 28.6400	4.00				114.55							
Dept: TRN000 Rate: 47.7300	75.00				3,579.75							
									3,932.95	[redacted]	[redacted]	Voucher# 361399 .00
DEPT TOTAL TRN000	[redacted]				[redacted]					[redacted]	[redacted]	1 Pays .00

REG

HOURS ANALYSIS:
EARNINGS ANALYSIS:
MEMO ANALYSIS:
VOLUNTARY DED. ANALYSIS:

[redacted]

MAGENHEIMER, STEWART J File: 036109 Dept: WRD000 Clock: FTL Rate: [redacted] Title: RSECFG37												Voucher# 361400 .00

Received Payroll
Thomas Jannik Jr
Corp Mgr of Payroll
9/7/12

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PERSONNEL	HOURS				EARNINGS				GROSS	STATUTORY DEDUCTIONS		VOLUNTARY DEDUCTIONS	NET PAY
	Reg	O/T	Hours	Job	Reg	O/T	Earnings	Job	Earnings $		Federal	State /Local		
KULAKOWSKI,CISSY S			2.50	11			175.38	11						
File: 092041	57.50				4,033.72									
Dept: MCD000														
Clock: NHV														
Rate: 70.1500														
Title: TFTNEW57									4,209.10	[redacted]		[redacted]	Voucher# 362158 ☐ .00
MARCELLA,PAUL M			6.50	11			500.24	11						
File: 092026	73.50				5,656.56									
Dept: MCD000														
Clock: NHV														
Rate: 76.9600														
Title: TFTNEW57									6,156.80	[redacted]		[redacted]	Voucher# 362159 ☐ eVoucher .00
MOORADIAN,JAMES E	80.00				2,461.60									
File: 099681														
Dept: MCD000														
Clock: NHV														
Rate: 30.7700														
Title: TFTNEW57									2,461.60	[redacted]		[redacted]	Voucher# 362160 ☐ .00
ORYANI,KAZEM			22.00	11			1,844.48	11						
File: 092519	58.00				4,862.72									
Dept: MCD000														
Clock: NHV														
Rate: 83.8400														
Title: TFTNEW57									6,707.20	[redacted]		[redacted]	Voucher# 362161 ☐ .00

Consent Request
Thomas Lovell Jr
Corp Manager of Payroll
9/7/12

REG

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PERSONNEL	HOURS				EARNINGS				GROSS	STATUTORY DEDUCTIONS		VOLUNTARY DEDUCTIONS	NET PAY
	Reg	D/T	Hours	354	Reg	D/T	Earnings	354 Earnings		Federal	State /Local		
MATTHEWS, GABRIELLE Y File: 092756 Dept: TRN000 Clock: TAL Rate: 26.6200 Title: TRPCLB59	70.00		10.00	11	1,863.40		266.20	11	2,129.60	[redacted]		[redacted]	Voucher# 362891 eVoucher ☐ .00
MCDONALD,JAMES S File: 100357 Dept: TRN000 Clock: TAL Rate: [redacted] Title: PAETAL59	[redacted]				[redacted]				[redacted]	[redacted]		[redacted]	Check# 388681 ☐ 2,837.13
MUNROE,HOLLY M File: 092855 Dept: TRN000 Clock: TAL Rate: [redacted] Title: TRPCLB59	[redacted]				[redacted]				[redacted]	[redacted]		[redacted]	Voucher# 362892 eVoucher ☐ .00
PASUMARTHY, VENKATA S File: 092290 Dept: TRN000 Clock: TAL Rate: 39.9700 Title: TRPKCY59	80.00				3,197.60				3,197.60	[redacted]		[redacted]	Voucher# 362893 eVoucher ☐ .00

Certified Payroll
Thomas Lamont Jr
Corp Mgr of Payroll
9/14/12

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PERSONNEL	HOURS				EARNINGS				GROSS	STATUTORY DEDUCTIONS		VOLUNTARY DEDUCTIONS	NET PAY
	Reg	O/T	Hours	3&4	Reg	O/T	Earnings	3&4 Earnings 5		Federal	State /Local		
PADLO,PATRYCJA T			25.00	11			925.75	11					
File: 092341	55.00				2,036.66								
Dept: MCD000													
Clock: NHV													
Rate: 37.0300													
Title: TFTNEW57													
									2,962.41	[redacted]		[redacted]	Voucher# 362162 ☐ .00
PAINE,ARTHUR WILSON	80.00				2,812.80								
File: 091984													
Dept: MCD000													
Clock: NHV													
Rate: 35.1600													
Title: TFTNEW57													
									2,812.80	[redacted]		[redacted]	Voucher# 362163 ☐ eVoucher .00
PAPA,KAREN A			8.00	11			271.68	11					
File: 092031	72.00				2,445.12								
Dept: MCD000													
Clock: NHV													
Rate: 33.9600													
Title: HQ1HQR59													
									2,716.80	[redacted]		[redacted]	Voucher# 362164 ☐ .00
PATEL, YOGESHKUMAR K		38.50				1498.83							
File: 092479	80.00				3,114.44								
Dept: MCD000													
Clock: NHV													
Rate: 38.9300													
Title: TFTNEW57													
									4,613.27	[redacted]		[redacted]	Voucher# 362165 ☐ .00

Certified Payroll
Thomas Sowell Jr
Corp Mgr of Payroll
9/7/12

REG

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PERSONNEL	HOURS	EARNINGS	GROSS	STATUTORY DEDUCTIONS	VOLUNTARY DEDUCTIONS	NET PAY
	Reg O/T Hours 3&4	Reg O/T Earnings 3&4 Earnings 5		Federal State /Local		
PALMER,JENIFER S File: 092555 Dept: TRN000 Clock: ORL Rate: 30.9600 Title: TRPCLB59	80.00	2,476.80	2,476.80	[redacted]	[redacted]	Voucher# 362398 ☐ .00
RAVINOFF,BIJAN BASSAL File: 092070 Dept: TRN000 Clock: ORL Rate: [redacted] Title: ESOORL59	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	Voucher# 362399 ☐ .00
ROMERO, CHRISTOPHER File: 087735 Dept: TRN000 Clock: ORL Rate: [redacted] Title: ESOORL59	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	Check# 388661 ☐ 2,162.74
SNEAD,PAUL Q File: 092358 Dept: TRN000 Clock: ORLE Rate: [redacted] Title: ESOORL59 Dept: TRN000 Rate: [redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	Voucher# 362400 ☐ .00

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Courtesy Payroll
Thomas Smith Jr
Copy Type of Payroll

9/7/12

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PERSONNEL	HOURS		EARNINGS		GROSS	STATUTORY DEDUCTIONS	VOLUNTARY DEDUCTIONS	NET PAY
	Reg	O/T Hours 3/4	Reg	O/T Earnings 3/4 Earnings 5		Federal State (Local)		
PLAGENS,MICHAEL A File: 092988 Dept: TRN000 Clock: TAL Rate: 48.2700 Title: TRPCLB59	80.00		3,861.64		3,861.64	[redacted]	[redacted]	Voucher# 362894 eVoucher .00
TEDERS,ZACHARY File: 095264 Dept: TRN000 Clock: TAL Rate: [redacted] Title: TRPCLB59	[redacted]		[redacted]		[redacted]	[redacted]	[redacted]	Voucher# 362895 eVoucher .00
Dept: TRN000 Rate: [redacted]								
VISWANATHAN, KRISHNAN File: 093111 Dept: TRN000 Clock: TAL Rate: 59.1600 Title: TRPKCY59	80.00		4,732.80		4,732.80	[redacted]	[redacted]	Voucher# 362896 eVoucher .00
DEPT TOTAL TRN000	[redacted]		[redacted]		[redacted]	[redacted]	[redacted]	16 Pays 4,811.55

Certified Payroll
Thomas Smadbeck
Corp Mgmt Payroll
9/7/12

HOURS ANALYSIS: [redacted]
EARNINGS ANALYSIS: [redacted]
MEMO ANALYSIS:
VOLUNTARY DED. ANALYSIS: [redacted]

REG

ADP Payroll Register

CDM SMITH INC
Company Code: ZWZ

Batch : 4488-010 Period Ending : 09/01/2012 Week 36
Service Center : 010 Pay Date : 09/07/2012 Page 991

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PERSONNEL	HOURS				EARNINGS				GROSS	STATUTORY DEDUCTIONS	VOLUNTARY DEDUCTIONS	NET PAY
	Reg	O/T	Hours	354	Reg	O/T	Earnings	354 Earnings 5		Federal / State / Local		
PRATT,ARTHUR B File: 092029 Dept: MCD000 Clock: NHV Rate: 80.1600 Title: TFTNEW57	80.00				6,412.80				6,412.80	[redacted]	[redacted]	Voucher# 362166 .00
QUINLIN,GARY T File: 092056 Dept: MCD000 Clock: NHV Rate: 67.5500 Title: TFTNEW57	40.00		40.00	11	2,702.00		2,702.00	11	5,404.00	[redacted]	[redacted]	Voucher# 362167 .00
RAYAN,SELVARAJ File: 092494 Dept: MCD000 Clock: NHV Rate: 42.4900 Title: TFTNEW57	70.00		10.00	11	2,974.30		424.90	11	3,399.20	[redacted]	[redacted]	Voucher# 362168 .00
REGAN,ELIZABETH MARIE File: 092126 Dept: MCD000 Clock: NHV Rate: 29.2200 Title: TFTNEW57	80.00				2,337.60				2,337.60	[redacted]	[redacted]	Voucher# 362169 .00

REG

Barbara Pinyatt
Thomas Smith Jr
Corp Mgr of Payroll
9/7/12

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PERSONNEL	HOURS		EARNINGS		GROSS	STATUTORY DEDUCTIONS	VOLUNTARY DEDUCTIONS	NET PAY
	Reg	O/T Hours 3&4	Reg	O/T Earnings 3&4 Earnings		Federal State /Local		
FAIRCHILD,F PETER File: 011511 Dept: MCD000 Clock: MAI Rate: [redacted] Title: PERPIS57	[redacted]		[redacted]		[redacted]	[redacted]	[redacted]	Voucher# 362018 ☐ .00
GORGI,ANDREW T File: 085199 Dept: MCD000 Clock: MAI Rate: [redacted] Title: GSSMAN58	[redacted]		[redacted]		[redacted]	[redacted]	[redacted]	Voucher# 362019 ☐ eVoucher .00
PHILLIPS,TIMOTHY L File: 092114 Dept: MCD000 Clock: MAI Rate: 56.0100 Title: TFTTCH57	10.00		560.10		560.10	[redacted]	[redacted]	Voucher# 362020 ☐ .00
REIS,SERGIO D File: 092757 Dept: MCD000 Clock: MAI Rate: 39.6200 Title: TFTTCH57	27.00		1069.85					
Dept: MCD000 Rate: 66.0400	80.00		5,283.20		6,353.05	[redacted]	[redacted]	Voucher# 362021 ☐ .00

Certified Payroll
Thomas Lynch
Corp Mgr of Payroll
9/7/12

REG

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PERSONNEL	HOURS				EARNINGS				GROSS	STATUTORY DEDUCTIONS		VOLUNTARY DEDUCTIONS	NET PAY
	Reg	O/T	Hours	354	Reg	O/T	Earnings	354 Earnings		Federal	State /Local		
REUL,STEFAN A		12.50				448.80							
File: 092311													
Dept: MCD000													
Clock: NHV													
Rate: 35.9000													
Title: TFTNEW57													
Dept: MCD000	80.00				4,787.20								
Rate: 59.8400													
									5,236.00	[redacted]			Voucher# 362170 .00
WANG,LIHE			10.50	11			407.30	11					
File: 092497	69.50				2,695.91								
Dept: MCD000													
Clock: NHV													
Rate: 38.7900													
Title: TFTNEW57													
									3,103.21	[redacted]			Voucher# 362171 .00
WANG,QIXING	80.00				2,404.00								
File: 099760													
Dept: MCD000													
Clock: NHV													
Rate: 30.0500													
Title: TFTNEW57									2,404.00	[redacted]			Check# 388648 1,765.29

REG

Certified Payroll
Thomas Savoie Jr
Corp Mgr of Payroll
9/7/12

© 1936Automatic Data Processing, Inc.

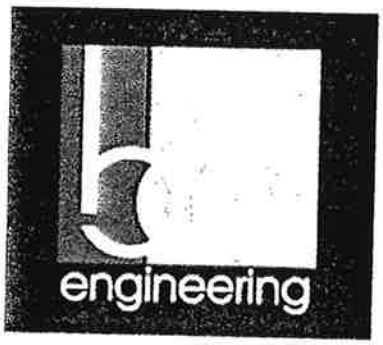
PERSONNEL	HOURS	EARNINGS	GROSS	STATUTORY DEDUCTIONS	VOLUNTARY DEDUCTIONS	NET PAY
	Reg O/T Hours 3&4	Reg O/T Earnings 3&4 Earnings 5		Federal State /Local		
WUESTEFELD,KRIS N File: 092016 Dept: MCD000 Clock: NHV Rate: 103.3400 Title: TFTTCH57	80.00	8,267.20 Certified Payroll Thomas Lomak Corp Mgr of Payroll 9/7/12	8,267.20	[redacted]	[redacted]	Voucher# 362172 ☐ .00
ZOFKA,EWA File: 092577 Dept: MCD000 Clock: NHV Rate: [redacted] Title: TFTTCH57 Dept: MCD000 Rate: [redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	Voucher# 362173 ☐ .00
ZUKOWSKI,BRIAN M File: 092152 Dept: MCD000 Clock: NHV Rate: [redacted] Title: TFTTCH57 Dept: MCD000 Rate: [redacted] Dept: MCD000 Rate: [redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	Voucher# 362174 ☐ .00
DEPT TOTAL MCD000	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	25 Pays ☐ 1,765.29

REG

HOURS ANALYSIS:

© 1996 Automatic Data Processing, Inc.

BCC Engineering, Inc.





JUL 02 2012

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

June 27, 2012

Jose A. Munoz, P.E., President
BCC ENGINEERING, INC.
7300 N Kendall Drive, Suite 400
Miami, Florida 33156

Dear Mr. Munoz:

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

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

Group 3 - Highway Design - Roadway

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

Group 4 - Highway Design - Bridges

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

Group 5 - Bridge Inspection

- 5.4 - Bridge Load Rating

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing

Group 7 - Traffic Operations Design

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

Group 10 - Construction Engineering Inspection

10.1 - Roadway Construction Engineering Inspection
10.3 - Construction Materials Inspection
10.4 - Minor Bridge & Miscellaneous Structures CEI

Group 11 - Engineering Contract Administration and Management

Group 13 - Planning

13.4 - Systems Planning
13.5 - Subarea/Corridor Planning
13.7 - Transportation Statistics

Your Unlimited Notice of Qualification shall be valid until June 30, 2013 at such time as your December 31, 2012 overhead audit will be due to comply with the Department's requirement on overhead audits. We will automatically notify your firm 45 to 60 days prior to your update deadline.

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

	Home/Branch Office	Field Office	Facilities Capital Cost of Money	Overtime Premium	Direct Expense
Overhead Rate	183.37%	150.17%	0.215%	Reimbursed	1.27% (Home) 26.32% (Field)*

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

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

Sincerely,

Lorraine E. Odom

Lorraine E. Odom
Professional Services
Qualification Administrator

LEO/cmr

Orlando Orange County Expressway Authority
T & E Consultant Services

BCC Engineering, Inc.
CERTIFIED WAGE RATE FORM
Average Salary Rates by Classification

Classification	Employee		Avg. Rate for Class.
	Name	Current Salary	
Project Manager	Sung Ryong Han	$59.70	$59.70
Senior Planner	Lisa Colmenares	$42.50	$40.48
	Gavin Jones	$38.46	
Planner	Yifei Wu	$37.54	$35.60
	Daniel Miller	$33.66	
GIS Specialist	Jingyu Liu	$25.04	$25.04
Engineering Technician	Trung Nguyen	$18.27	$18.27

Firmwide Salary Adjustments will occurs Annually in January of each year.

I herby certify that these are the actual rates of the above specified BCC Engineering employees.



Sonia A. Martinez - Comptroller

9/11/2012
Date

Orlando Orange County Expressway Authority
T & E Consultant Services

BCC Engineering, Inc.
Salary Escalation

Employee		*2013*	*2014*	*2014*
Name	*Current Rate 2012*	*Rate*	*Rate*	*Rate*
Sung Ryong Han	$59.70	$61.49	$63.34	$65.24
Lisa Colmenares	$42.50	$43.78	$45.09	$46.44
Galvin Jones	$38.46	$39.61	$40.80	$42.03
Yifei Wu	$37.54	$38.67	$39.83	$41.02
Daniel Miller	$33.66	$34.67	$35.71	$36.78
Jingyu Liu	$25.04	$25.79	$26.56	$27.36
Trung Nguyen	$18.27	$18.82	$19.38	$19.96

I herby certify that these are the actual rates of the above specified BCC Engineering

Sonia A. Martinez - Comptroller

9/11/2012
Date

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

March 15, 2012

JOSE MUNOZ
BCC ENGINEERING INC
7300 NORTH KENDALL DRIVE, SUITE 400
MIAMI FL 33156

ANNIVERSARY DATE - Annually on December 29

Dear Mr. Munoz:

The Florida Department of Transportation (FDOT) is pleased to announce that your firm has been certified under Florida's Unified Certification Program (UCP) as a Disadvantaged Business Enterprise (DBE) **in accordance with 49 Code of Federal Regulation Part 26.**

DBE Certification is continuing, but it is contingent upon the firm maintaining its eligibility annually through this office. You will be notified of your annual responsibilities in advance of the Anniversary Date. You must submit the annual AFFIDAVIT FOR CONTINUING ELIGIBILITY **no later than the** Anniversary Date.

Only firms listed in the UCP DBE Directory are certified by Florida UCP Members. Prime contractors and consultants should verify your firm's DBE certification status, **and identify the work area(s) for which the firm is DBE eligible, through this Directory.**

Your firm will be listed in Florida's UCP DBE Directory which can be accessed through the Department's website: www.dot.state.fl.us/equalopportunityoffice and then selecting "DBE Directory".

DBE certification is NOT a guarantee of work. It allows your firm to compete for and perform contract work on ALL USDOT Federal Aid (FAA, FTA, and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

If, at any time there is a material change you must advise this office, by sworn affidavit and supporting documents, within thirty (30) days. Changes include, but are not limited to, ownership, officers, directors, management, key personnel, scope of work performed, daily operations, ongoing business relationships with other firms or individuals, or the physical location of your firm. After our review, you will receive instructions as to how you should proceed, if necessary. Failure to do so will

RECYCLED PAPER

be deemed a failure, on your part, to cooperate, and will result in immediate action to remove DBE certification.

Your firm is eligible to compete for and perform work on all USDOT Federal Aid projects throughout Florida and may earn DBE credit for work performed in the following areas:

NAICS
54133 -Engineering Services
54134 -Drafting Services

FDOT Specialty Codes
941 -Civil Engineering Services
947 -Cadd Services

Questions and concerns should be directed to this office by mail or telephone. Our telephone number is (850) 414-4747. Our fax number is (850) 414-4879.

Sincerely,

Victoria Smith
DBE Certification Manager

Earnings							Taxes			Deductions			
Earning	Code	Rate	Hrs/Units	Curr Pay	YTD Pay	YTD Hrs	Tax	Current	YTD	Deduction	Code	Current	YTD
COLMENARES, MARIA				Empl: 13			Net: 2,376.25	DDep:	2,376.25	Chk:	0.00	Chk#: 673919	Div: 0	Dpt: MIAMI
SALARY	2	42.50	56.00	2,380.00	52,943.18	1,301.00	FEDERAL WH	575.20	9,659.16	Client Health	299	36.16	647.58
OTHER EARN	6	42.50	16.00	680.00	364.56	16.00	SOC SEC	140.47	2,404.32	Client Dental	349	19.43	314.19
PTO	30	42.50	8.00	340.00	3,658.74	91.00	MEDICARE	48.49	830.09	Client Vision	399	0.00	46.05
HOLIDAY	31		0.00	0.00	1,286.32	32.00				Client 401k	689	204.00	3,495.13
	Pay:		80.00	3,400.00	58,252.80	1,440.00	Taxes:	764.16	12,893.57	Deductions:		259.59	4,502.95

Earning	Code	Rate	Earnings Hrs/Units	Curr Pay	YTD Pay	YTD Hrs
HAN, SUNG RYONG			Empl: 27		Net:	3,603.33
SALARY	2	59.70	80.00	4,776.00	84,057.60	1,408.00
HOLIDAY	31		0.00	0.00	1,910.40	32.00
	Pay:		80.00	4,776.00	85,968.00	1,440.00

Tax	Current	YTD
DDep:	3,603.33	
FEDERAL WH	533.84	9,608.37
SOC SEC	194.80	3,506.25
MEDICARE	67.25	1,210.50
Taxes:	795.89	14,325.12

Deduction	Code	Current	YTD
Chk:	0.00	Chk#: 673933	
		Div: 0	Dpt: ORLANDO
Client Health	299	31.56	732.33
Client Dental	349	66.31	1,078.38
Client Vision	399	3.07	9.21
Client Allstate	549	37.04	666.72
Client 401k	689	238.80	4,298.40
Deductions:		376.78	6,785.04

Earning	Code	Rate	Earnings Hrs/Units	Curr Pay	YTD Pay	YTD Hrs	Tax	Taxes Current	Taxes YTD	Deduction	Deductions Code	Deductions Current	Deductions YTD

LIU, JINGYU — Empl: 40 — Net: 1,634.72 — DDep: 1,634.72 — Chk: 0.00 — Chk#: 673941 — Div: 0 — Dpt: ORLANDO

SALARY	2	25.04	56.00	1,402.24	33,789.98	1,352.00	FEDERAL WH	204.30	3,627.30	Client Health	299	31.56	732.33
PTO	30	25.04	24.00	600.96	1,402.24	56.00	SOC SEC	81.86	1,464.72	Client Dental	349	19.43	314.19
HOLIDAY	31		0.00	0.00	785.26	32.00	MEDICARE	28.26	505.72	Client Vision	399	3.07	55.26
	Pay:		80.00	2,003.20	35,977.48	1,440.00	Taxes:	314.42	5,597.74	Deductions:		54.06	1,101.78

Earning	Code	Rate	Hrs/Units	Curr Pay	YTD Pay	YTD Hrs	Tax	Current	YTD	Deduction	Code	Current	YTD
MILLER, DANIEL				Empl: 35		Net:	1,895.64	DDep:	1,895.64	Chk:	0.00	Chk#: 673950	Div: 0	Dpt: ORLANDO
SALARY	2	33.66	80.00	2,692.80	44,243.54	1,319.00	FEDERAL WH	450.78	8,000.71	Client Health	299	31.56	732.33
OTHER EARN	6		0.00	0.00	201.96	6.00	SOC SEC	111.64	1,989.69	Client Vision	399	3.07	55.26
PTO	30		0.00	0.00	2,701.38	83.00	MEDICARE	38.54	686.86	Client 401k	689	161.57	2,889.78
HOLIDAY	31		0.00	0.00	1,015.52	32.00							
	Pay:		80.00	2,692.80	48,162.40	1,440.00	Taxes:	600.96	10,677.26	Deductions:		196.20	3,677.37
NGUYEN, TRUNG				Empl: 87		Net:	1,257.54	DDep:	1,257.54	Chk:	0.00	Chk#: 673954	Div: 0	Dpt: ORLANDO
HOURLY	1	18.27	80.00	1,461.60	19,731.60	1,080.00	FEDERAL WH	150.94	1,927.03	Client Health	299	31.56	520.18
OVERTIME	3	27.41	3.00	82.22	383.68	14.00	SOC SEC	62.70	825.69	Client Dental	349	19.43	228.89
HOLIDAY	31		0.00	0.00	292.32	16.00	MEDICARE	21.65	285.07				
	Pay:		83.00	1,543.82	20,407.60	1,110.00	Taxes:	235.29	3,037.79	Deductions:		50.99	749.07

Earning	Code	Rate	Hrs/Units	Curr Pay	YTD Pay	YTD Hrs	Tax	Taxes Current	Taxes YTD	Deduction	Deductions Code	Deductions Current	Deductions YTD
WU, YIFEI				Empl: 69		Net: 1,551.53	DDep: 1,551.53		Chk: 0.00	Chk#: 673977		Div: 0	Dpt: ORLANDO
HOURLY	1	37.54	52.00	1,952.08	34,499.26	919.00	FEDERAL WH	173.13	3,110.99	Client 401k	689	117.12	2,105.97
HOLIDAY	31		0.00	0.00	600.64	16.00	SOC SEC	81.99	1,474.19				
							MEDICARE	28.31	508.98	Deductions:		117.12	2,105.97
	Pay:		52.00	1,952.08	35,099.90	935.00	Taxes:	283.43	5,094.16				

Resource Systems Group, Inc. (RSG)





JUN 21 2012

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

June 15, 2011

Sue Barrett, Business Manager
RESOURCE SYSTEMS GROUP
55 Railroad Row
White River Junction, Vermont 05001

Dear Ms. Barrett:

Your Unlimited Notice of Qualification shall be valid until June 30, 2013 at such time as your December 31, 2012 overhead audit will be due to comply with the Department's requirement on overhead audits. We will automatically notify your firm 45 to 60 days prior to your update deadline.

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

	Home/Branch Office	Facilities Capital Cost of Money	Premium Overtime	Direct Expense
Overhead Rate	178.31%	0.511%	Reimbursed	25.59% (Home)

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

Sincerely,

Lorraine E. Odom

Lorraine E. Odom
Professional Services
Qualification Administrator

LEO/cmr

RESOURCE SYSTEMS GROUP, INC.

Resource Systems Group Inc
Certified Payroll

Last	First	Title	Actual 2012	w/5% Escalation 2013	w/5% Escalation 2014
Adler	Tom	President	$ 109.76	$ 115.25	$ 121.01
Begman	Asa	Analyst II	$ 27.07	$ 28.42	$ 29.84
Bernardin	Vince	Senior Consultant	$ 51.92	$ 54.52	$ 57.24
Bindra	Sumit	Analyst II	$ 30.48	$ 32.00	$ 33.60
Bradley	Mark	Director	$ 86.54	$ 90.87	$ 95.41
Campbell	Margaret	Senior Consultant	$ 39.90	$ 41.90	$ 43.99
Castiglione	Joe	Senior Consultant	$ 57.69	$ 60.57	$ 63.60
Chai	XuDong	Senior Analyst	$ 36.06	$ 37.86	$ 39.76
Chamberlin	Bob	Senior Director	$ 66.11	$ 69.42	$ 72.89
Chen	Jason C	Analyst I	$ 32.89	$ 34.53	$ 36.26
Cherry	Tristan	Analyst I	$ 21.68	$ 22.76	$ 23.90
Docter	Kyle	Data Collection Technician	$ 20.51	$ 21.54	$ 22.61
Dumont	Jeff	Senior Consultant	$ 38.56	$ 40.49	$ 42.51
Duncan	Eddie	Senior Consultant	$ 37.74	$ 39.63	$ 41.61
Duran	Leo	Consultant	$ 45.00	$ 47.25	$ 49.61
Ferdous	Nazneen	Senior Analyst	$ 32.69	$ 34.32	$ 36.04
Fowler	Mark	Senior Consultant	$ 45.29	$ 47.55	$ 49.93
Frkonja	Jeffrey	Senior Consultant	$ 52.88	$ 55.52	$ 58.30
Geilich	Michael	Senior Director	$ 62.07	$ 65.17	$ 68.43
Gliebe	John	Senior Consultant	$ 52.31	$ 54.93	$ 57.67
Grady	Brian	Senior Consultant	$ 42.40	$ 44.52	$ 46.75
Greene	Elizabeth	Senior Consultant	$ 45.29	$ 47.55	$ 49.93
Grotenhuis	Dirk	Senior Consultant	$ 46.44	$ 48.76	$ 51.20
Guan	Fang	Analyst I	$ 19.86	$ 20.85	$ 21.90
Hanberg	Tony	Senior Consultant	$ 41.35	$ 43.42	$ 45.59
Hathaway	Kevin	Vice President	$ 60.14	$ 63.15	$ 66.30
Hinckley	John	Senior Consultant	$ 43.03	$ 45.18	$ 47.44
Hoffman	Chris	Consultant	$ 37.31	$ 39.18	$ 41.13
Hooper	Ivan	Senior Consultant	$ 50.24	$ 52.75	$ 55.39
Isler	Beth	Senior Consultant	$ 37.50	$ 39.38	$ 41.34
Kaiser	Brett	Senior Analyst	$ 28.37	$ 29.79	$ 31.28
Kaliski	Ken	Senior Director	$ 67.16	$ 70.52	$ 74.04
Keller	Jeff	Analyst II	$ 25.00	$ 26.25	$ 27.56
Kerrigan	James	Senior Analyst	$ 27.69	$ 29.07	$ 30.53
Lawe	Stephen	Vice President	$ 81.73	$ 85.82	$ 90.11
Lawson	Steve	Director	$ 53.85	$ 56.54	$ 59.37
Lin	Haiyun	Senior Analyst	$ 30.05	$ 31.55	$ 33.13
Lobb	John	Director	$ 62.55	$ 65.68	$ 68.96
Lovell	Bryce	Senior Consultant	$ 54.28	$ 56.99	$ 59.84

55 Railroad Row, White River Junction, Vermont 05001
TEL 802.295.4999 • FAX 802.295.1006 • www.rsginc.com

Resource Systems Group Inc
Certified Payroll

Last	First	Title	Actual 2012	w/5% Escalation 2013	w/5% Escalation 2014
Mack	Corey	Consultant	$ 32.21	$ 33.82	$ 35.51
Neeraj	Gurpreet	Analyst II	$ 31.78	$ 33.37	$ 35.04
Nielson	Courtney	Analyst II	$ 27.79	$ 29.18	$ 30.64
Old	Isaac	Analyst II	$ 24.90	$ 26.15	$ 27.45
Outwater	Maren	Senior Director	$ 86.54	$ 90.87	$ 95.41
Pan	Tommy	Senior Analyst	$ 30.48	$ 32.00	$ 33.60
Plumeau	Peter	Senior Director	$ 62.12	$ 65.23	$ 68.49
Ramsey	Paulina	Analyst I	$ 23.32	$ 24.49	$ 25.71
Rentz	Erich	Analyst I	$ 19.71	$ 20.70	$ 21.73
Ritter	Chloe	Analyst I	$ 24.52	$ 25.75	$ 27.03
Sabbey	Craig	Senior Analyst	$ 44.48	$ 46.70	$ 49.04
Saladino	David	Director	$ 46.88	$ 49.22	$ 51.69
Sana	Bhargava	Analyst II	$ 29.04	$ 30.49	$ 32.02
Shabani	Kaveh	Analyst II	$ 28.85	$ 30.29	$ 31.81
Sikka	Nikhil	Senior Analyst	$ 34.62	$ 36.35	$ 38.17
Smith	Colin	Senior Consultant	$ 52.89	$ 55.53	$ 58.31
Spitz	Greg	Director	$ 59.13	$ 62.09	$ 65.19
Stubits	Jevan	Consultant	$ 37.36	$ 39.23	$ 41.19
Swanson	Ben	Senior Analyst	$ 29.66	$ 31.14	$ 32.70
Talbot	Eric	Analyst II	$ 26.06	$ 27.36	$ 28.73
Woodford	Bill W	Senior Director	$ 97.16	$ 102.02	$ 107.12
Wothen	Chad	Senior Consultant	$ 50.58	$ 53.11	$ 55.76
Wu	Grace	Analyst I	$ 24.04	$ 25.24	$ 26.50

Signed: _____
Business Manager

Dated: September 6, 2012

RSG Direct Expenses for Data Collection Tasks (non-travel)

Direct Expense	Unit	Maximum Cost
Graphic Design	each	$ 800.00
Presentation Boards 30" X 40" Color Mounted	each	$ 125.00
Lamination	each	$ 3.00
Survey Invitation Printing	each	$ 0.30
Survey Invitation Postage	each	Actual Cost
Translation of Survey Material	each	$ 2,000.00
Facility Fees for Survey Administration (e.g. Malls)	each	$ 2,500.00
Field Intercept Staff	per hour	$ 30.00
Equipment Shipping	per shipment	$ 1,000.00
Survey Sample Costs	each	$ 30.00
Telephone recruiting services	per survey task	Actual Cost
Stated Preference survey incentives (auto, commercial)	per survey participant	$ 30.00
Focus group facility fees	per group	$ 2,000.00
Focus group recruiting	per group	$ 3,000.00
Incentives for Focus Group Participants	per focus group participant	$ 125.00
Computer Rental	per month	$ 135.00
Equipment Rental - Bluetooth Scanner	per week	$ 500.00
Law Enforcement	hourly/per officer	$ 175.00

Florida Transportation Engineering, Inc.

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

August 8, 2012

Ravi Devaguptapu, President
FLORIDA TRANSPORTATION ENGINEERING, INC.
8250 Pascal Drive, Suite 101
Punta Gorda, Florida 33950

Dear Mr. Devaguptapu:

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

Group 3 - Highway Design - Roadway

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

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing

Group 7 - Traffic Operations Design

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

Group 8 - Survey and Mapping

- 8.1 - Control Surveying
- 8.2 - Design, Right of Way & Construction Surveying
- 8.4 - Right of Way Mapping

Group 10 - Construction Engineering Inspection

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

Group 13 - Planning

13.4 - Systems Planning
13.5 - Subarea/Corridor Planning
13.7 - Transportation Statistics

Your Unlimited Notice of Qualification shall be valid until June 30, 2013 at such time as your December 31, 2012 overhead audit will be due to comply with the Department's requirement on overhead audits. We will automatically notify your firm 45 to 60 days prior to your update deadline.

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

	Home/Branch Office	Field Office	Facilities Capital Cost of Money	Overtime Premium	Direct Expense
Overhead Rate	154.61%	132.59%	0.7.16%	Reimbursed	15.53% (Home) 18.44% (Field)*

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

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

Sincerely,

Lorraine E. Odom

Lorraine E. Odom
Professional Services
Qualification Administrator

LEO/cmr

CERTIFICATION OF PROPOSAL

Florida Transportation Engineering, Inc.

(Name of Firm)

N/A

(Financial Project No.)

I certify that the enclosed proposal, including wage rates and other factual unit costs supporting the compensation, are accurate, complete, and current as of 09/11/2012 (date) and is normal to costs and fees charged to all other clients.

I further certify that the method of estimating costs in the enclosed audit package is consistent with the accounting practices which are used for accumulating and reporting of costs in accordance with our cost accounting system.

Print Name: Ravi Devaguptapu

Sign: 

Title: President

Date: 09/11/2012

CERTIFIED WAGE RATE FORM

(Required Format)

Consultant Name: Florida Transportation Engineering, Inc. (FTE)

Job Classification	Personnel	Raise Date	Current Salary	Percent Employee Used	Salary Rate
Project Manager	Work Activities:				
	Ravi Devaguptapu	Annual 9/1	55.00	100	55.00
				AVERAGE HOURLY RATE =	$55.00
Senior Planner	Work Activities:				
	Scott Farash	Annual 9/1	55.29	100	55.29
				AVERAGE HOURLY RATE =	$55.29
Project Engineer	Work Activities:				
	Sijong Jo	Annual 9/1	34.62	100	34.62
				AVERAGE HOURLY RATE =	$34.62
Project Planner	Work Activities:				
	Paresh Patel	Annual 9/1	30.00	100	30.00
				AVERAGE HOURLY RATE =	$30.00
GIS Specialist	Work Activities:				
	Ravi Kamarajugadda	Annual 9/1	27.00	100	27.00
				AVERAGE HOURLY RATE =	$27.00
Senior Specialist	Work Activities:				
	Charles Sloan	Annual 9/1	45.00	100	45.00
				AVERAGE HOURLY RATE =	$45.00
GIS Specialist	Work Activities:				
	Ravi Kamarajugadda	Annual 9/1	27.00	100	27.00
				AVERAGE HOURLY RATE =	$27.00
Sr. Engineering Technician	Work Activities:				
	Keith Anders	Annual 9/1	21.63	70	15.14
	Jyothi Kamarajugadda	Annual 9/1	26.50	30	7.95
				AVERAGE HOURLY RATE =	$23.09
Engineering Technician	Work Activities:				
	Jon Wright	Annual 9/1	17.00	33	5.61
	John Mathers	Annual 9/1	19.50	33	6.44
	Rob Mathers	Annual 9/1	16.00	33	5.28
				AVERAGE HOURLY RATE =	$17.33
Secretarial/Clerical	Work Activities:				
	Paula Olano	Annual 9/1	20.00	100	20.00
				AVERAGE HOURLY RATE =	$20.00

~~Current rates (fair and reasonable) with a 3% escalation for the outer years will be given. Only supply the Department with your current rates that you're being paid at this time. Once the rates are negotiated, the Department will apply a 3% escalation to the outer years. (This IS NOT a mid-point contract.)~~

No escalation will be provided for this contract. The District will pay current rates or negotiation fair and reasonable rates.

I certify that the above information is current and accurate as of this date.

Ravi Devaguptapu, PE, PTOE, President

Print Name

Signature

September 11, 2012

Date

UNIT COST FOR DATA COLLECTION

Project: Orlando-Orange County Expressway Authority General Traffic & Earnings Consultant

Turning Movement Counts:

Hours	One Person	Two Persons
8 Hours	$540	$1,080
6 Hours	$450	$900
4 Hours	$400	$800
2 Hours	$200	$400

Machine and Classification Counts:

		Volume	Class
24 Hour	Directional	$245	$365
48 Hour	Directional	$365	$550
72 Hour	Directional	$490	$735
7 Day	Directional	$740	$1,110

Approach Counts: (one-way):

		Volume	Class
24 Hour	Approach	$130	$190
48 Hour	Approach	$260	$390
72 Hour	Approach	$390	$585
7 Day	Approach	$650	$975

Bluetooth Data Collection:

7 Day	Per Location	$950

***Any other studies can be negotiable

FTE

8250 Pascal Drive
Punta Gorda, FL 33950
Ph (941) 639-2818
Fax (941) 639-4851

7955 NW 12th Street
Suite 418
Miami, FL 33126
Ph (305) 463-8411
Fax (305) 463-8744

11458 N 53rd Street
Tampa, FL 33617
Ph (813) 989-0729
Fax (813) 989-0731

113 S Monroe Street
1st Floor
Tallahassee, FL 32301
Ph (850) 201-7383
Fax (850) 201-7101

Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

STEPHANIE C. KOPELOUSOS
SECRETARY

December 7, 2007

Certified Mail – Return Receipt Requested

Florida Transportation Engineering, Inc.
Mr. Ravi V. Devaguptapu
8250 Pascal Dr.
Punta Gorda FL 33950

ANIVERSARY DATE- Annually on February 8

Dear Mr. Devaguptapu:

The Florida Department of Transportation [FDOT] is pleased to announce that your firm is certified under the **Florida Unified Certification Program [UCP]** as a **Disadvantaged Business Enterprise [DBE]** in accordance with Part 49 Section 26, Code of Federal Regulations.

DBE certification is continuing, but is contingent upon the firm maintaining its eligibility annually through this office. You will be notified of your annual responsibilities in advance of the **Anniversary Date.** You must submit the annual **AFFIDAVIT FOR CONTINUING ELIGIBILITY** no later than the **Anniversary Date.** Failure to do so will result in immediate action to decertify the firm.

Only those firms listed in the UCP DBE Directory, are certified by Florida UCP Members. **Prime contractors and consultants should verify your firms DBE certification status, and identify the only work area(s) for which the firm is DBE eligible, through this Directory.**

Your firm will be listed in Florida's UCP DBE Directory which can be accessed via the internet, at http://www.bipincwebapps.com/biznetflorida/ or through The Department' website at www.dot.state.fl.us/equalopportunityoffice, then select "DBE Directory."

DBE certification is **NOT** a/ guarantee of work, but enables the firm to compete for, and perform, contract work on all USDOT Federal Aid (FAA, FTA and FHWA)

projects in Florida is a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.
If, at any time, there is a material change in the firm, including, but not limited to, ownership, officers, Directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of the firm, you must notify this office, in writing, within (30) days. Notification should include supporting documentation. You will receive timely instruction from this office as to how you should proceed, if necessary.

Your firm is eligible to compete for, and perform, work on all USDOT Federal Aid projects throughout Florida, and may earn DBE credit for work performed in the following areas:

NAICS:	FDOT Specialty Code & Description
541990	300-Consultants(by type of service)
541330	941-Civil Engineering Services
541340	947-CADD Services
541690	949-Traffic Data Services
541612	968-Public Relations Services

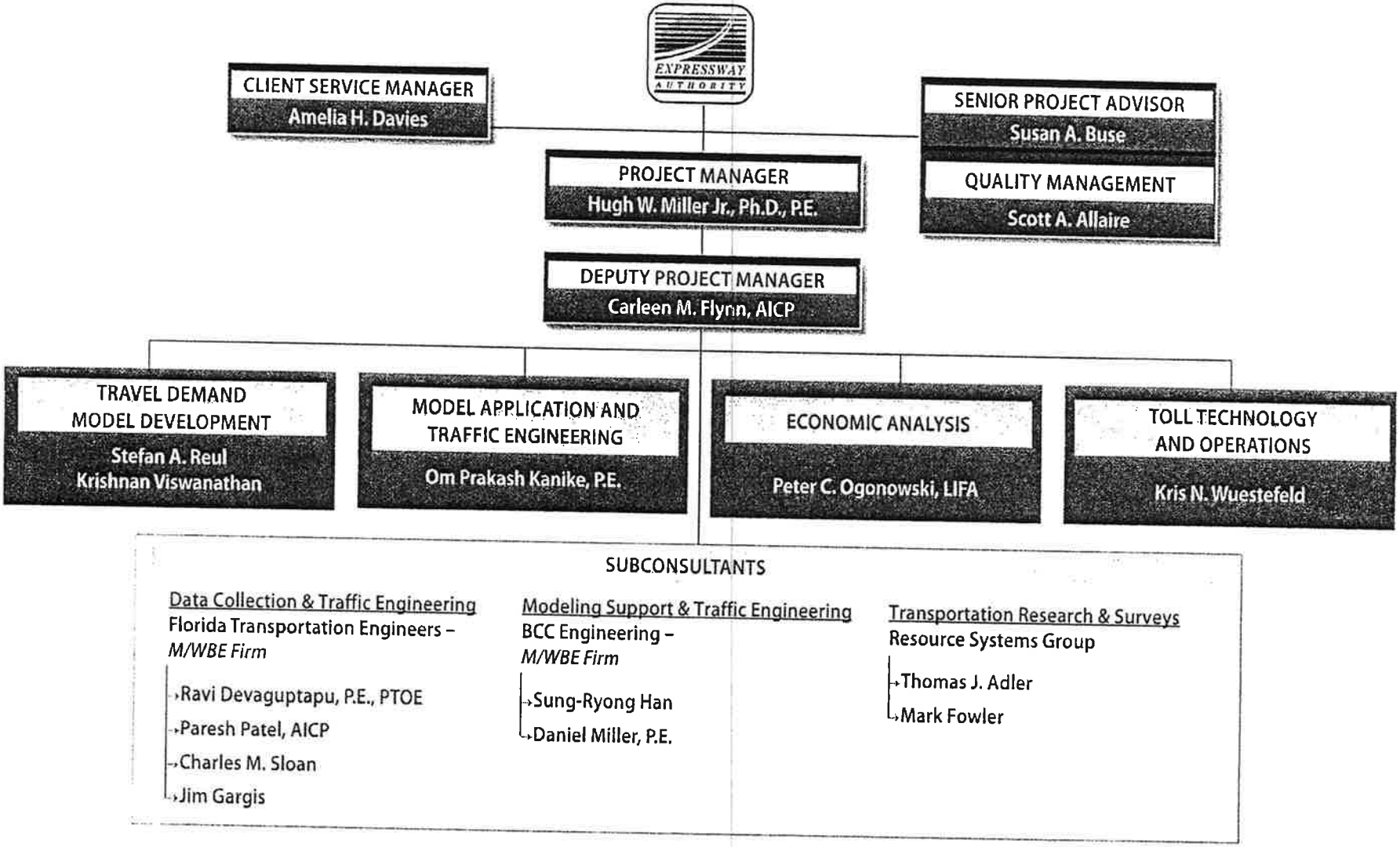
All questions or concerns should be directed to this office by mail or telephone. Our telephone number is (850) 414-4747. Our Fax number is (850) 414-4879.

Sincerely,

John Goodeman

John Goodeman
DBE Certification Manager

Exhibit D
Project Organization Chart


EXPRESSWAY AUTHORITY
CLIENT SERVICE MANAGER
Amelia H. Davies
SENIOR PROJECT ADVISOR
Susan A. Buse
QUALITY MANAGEMENT
Scott A. Allaire
PROJECT MANAGER
Hugh W. Miller Jr., Ph.D., P.E.
DEPUTY PROJECT MANAGER
Carleen M. Flynn, AICP
TRAVEL DEMAND MODEL DEVELOPMENT
Stefan A. Reul
Krishnan Viswanathan
MODEL APPLICATION AND TRAFFIC ENGINEERING
Om Prakash Kanike, P.E.
ECONOMIC ANALYSIS
Peter C. Ogonowski, LIFA
TOLL TECHNOLOGY AND OPERATIONS
Kris N. Wuestefeld
SUBCONSULTANTS
Data Collection & Traffic Engineering
Florida Transportation Engineers –
M/WBE Firm
Ravi Devaguptapu, P.E., PTOE
Paresh Patel, AICP
Charles M. Sloan
Jim Gargis
Modeling Support & Traffic Engineering
BCC Engineering –
M/WBE Firm
Sung-Ryong Han
Daniel Miller, P.E.
Transportation Research & Surveys
Resource Systems Group
Thomas J. Adler
Mark Fowler

CONSENT AGENDA ITEM

#12

MEMORANDUM

TO: CFX Board Members

FROM: Michelle Maikisch, Chief of Staff/Public Affairs Officer

DATE: July 5, 2016

SUBJECT: Metro Orlando Economic Development Commission Policy Council Investment

Board approval is requested for Metro Orlando Economic Development Commission (EDC) Annual Policy Council Investment in the amount of $50,000, as provided in the FY 2017 adopted Budget.

ORLANDO
ECONOMIC DEVELOPMENT COMMISSION

Bill To:		
Laura Kelley Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807	**Invoice:**	5529
	Invoice Date:	6/1/2016

INVOICE

Thank you for your continued support of economic prosperity in the region.
Your investment schedule for the EDC is provided below.

If you have any questions, please contact Alexis Jett:
Phone: 407-422-7159 ext. 228 Email: Alexis.Jett@OrlandoEDC.com.

Description		Amount
EDC Annual Policy Council Investment 7/1/16 - 6/30/17		50,000.00
Thank you for your investment		
Please make check payable to EDC of Mid-Florida, Inc.	**Amount Due**	$50,000.00
	Due Date	7/1/2016
	Balance Due	$50,000.00

The EDC accepts checks and major credit cards. However, there is a 4% handling fee for credit card payments.
Investment in the EDC is not tax deductible as a charitable contribution, but may be deductible as a normal business expense. Please consult your tax advisor.
EDC Federal I.D. # 59-1767933.

CONSENT AGENDA ITEM

#13

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: June 27, 2016

RE: Authorization to Dispose of Foreign and Mutilated Coins

Board authorization is requested to dispose of the current inventory of unsorted foreign coins, tokens and mutilated U.S. coins. These coins were rejected by coin machines in the toll lanes or by the money counters at the toll plazas and are, therefore, not acceptable to the bank.

Staff estimates that the coins weigh approximately 1,500 pounds. The entire inventory will be sent to George Gideon Auctioneer.

Reviewed by:
Michael Carlisle
Manager of Accounting and Finance

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

WWW.CFXWAY.COM

B. The AUCTIONEER covenants and agrees that it and its employees, agents, sub-contractors, representatives, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 8. COMPENSATION.

A. Compensation for services completed by the AUCTIONEER will be in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services rendered will not exceed ten percent (10%) commission of the gross auction proceeds of surplus equipment in accordance with the stated commission rates set forth in **Attachment "B"** which is attached hereto and made a binding part hereof.

B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the AUCTIONEER for any project which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with work provided by the AUCTIONEER, the COUNTY will hold any amounts due until such time as the AUCTIONEER has appropriately addressed the problem.

SECTION 9. TERMINATION.

A. Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

B. Upon termination for any reason, the AUCTIONEER shall promptly deliver to the COUNTY all inquiry data, documents, papers, drawings, models, or any other materials, which the COUNTY has exclusive rights, by virtue of this Agreement, or any other services performed by the AUCTIONEER on behalf of the COUNTY.

SECTION 10. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the AUCTIONEER, the COUNTY shall compensate the AUCTIONEER for all services performed prior to the effective date of termination, in accordance with Section 8.

B. In the event of termination of this Agreement due to the fault of the AUCTIONEER, or at the written request of the AUCTIONEER, the COUNTY shall compensate the AUCTIONEER for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be in accordance with the provisions contained

CONSENT AGENDA ITEM

#14

protiviti
Risk & Business Consulting
Internal Audit

MEMORANDUM

TO: CFX Board Members

FROM: David Taylor, Protiviti

DATE: June 28, 2016

SUBJECT: Summary of Payment Card Industry Report on Compliance

---

Attached, please find the summary of the Payment Card Industry (PCI) Report on Compliance (ROC). This summary was accepted by the Audit Committee on June 23, 2016.

A summary of the ROC is provided to the Board in place of the full ROC. The full ROC is an exempt document that contains sensitive information about CFX. If any Board member would like to review the full ROC, Protiviti can arrange individual meetings, as appropriate.

Reviewed by:



Powerful Insights.
Proven Delivery.

Central Florida Expressway Authority

Payment Card Industry (PCI) Assessment

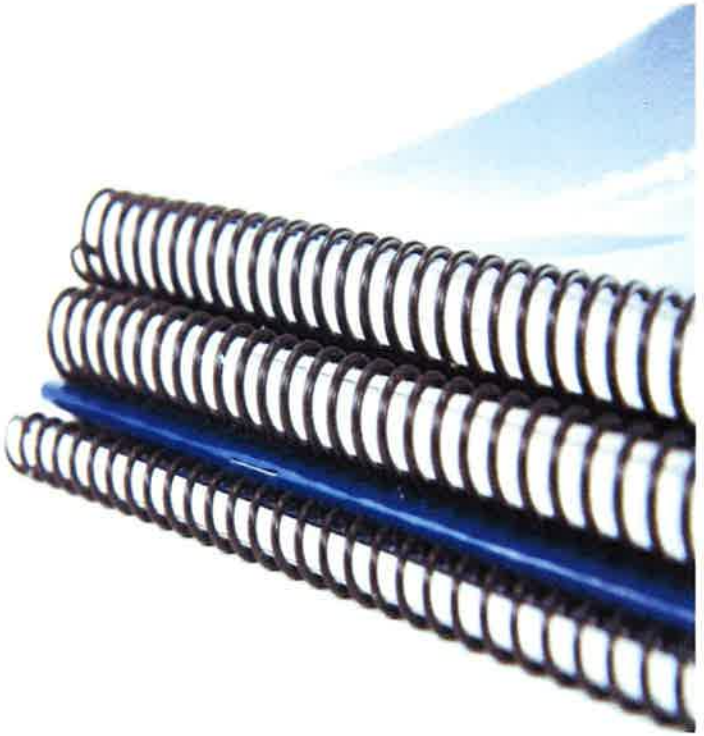
Summary Meeting

June 2016

protiviti®
Risk & Business Consulting.
Internal Audit.

Summary of the Assessment

- Protiviti team performed onsite and remote fieldwork between July 27, 2015 through April 29, 2016.
- Fieldwork was conducted through a variety of methods including documentation review, interviews, technical analysis, and physical investigation.
- In three cases, compensating controls were used to satisfy the PCI Data Security Standard.
- All CFX individuals involved were extremely helpful and well attuned to the importance of the assessment.



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PCI Data Security Standard

The assessment focused on controls within the following twelve domains of the PCI Data Security Standard

Build and Maintain a Secure Network	1. Install and maintain a firewall configuration to protect cardholder data 2. Do not use vendor-supplied defaults for system passwords and other security parameters
Protect Cardholder Data	3. Protect stored cardholder data 4. Encrypt transmission of cardholder data across open, public networks
Maintain a Vulnerability Management Program	5. Use and regularly update anti-virus software or programs 6. Develop and maintain secure systems and applications
Implement Strong Access Control Measures	7. Restrict access to cardholder data by business need to know 8. Assign a unique ID to each person with computer access 9. Restrict physical access to cardholder data
Regularly Monitor and Test Networks	10. Track and monitor all access to network resources and cardholder data 11. Regularly test security systems and processes
Maintain an Information Security Policy	12. Maintain a policy that addresses information security for all personnel

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Items of Significance

- CFX had to adjust from the PCI version 2.0 approach to segmentation to the version 3.x requirements.
- Two submission date extensions were requested by CFX and approved by BAMS to provide time for the implementation of:
  - Internal two-factor authentication
  - Application Whitelisting solution
  - Privileged account management solution
  - Virtual Observer (call quality assurance software) upgrade
- The service provider Xerox was changed to EGIS.



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CFX PCI Status = Compliant

On April 29, 2016…

- ✓ ***Compliant PCI Report on Compliance (ROC) was issued by Protiviti***
- ✓ ***Attestation of Compliance (AOC) was signed by Protiviti and CFX***
- ✓ ***Both the ROC and AOC were submitted to Bank of America Merchant Services (BAMS)***



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CONSENT AGENDA ITEM

#15

Shutts

MEMORANDUM

TO: Central Florida Expressway Authority Board

CLIENT-MATTER NO.: 19125.0160

FROM: David A. Shontz, Esq., Right-of-Way Counsel

DATE: June 24, 2016

RE: State Road 429 Wekiva Parkway, Project 429-204; Parcel 251 Proposed Settlement Regarding Apportionment Attorney's Fees and Costs

---

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of the CFX Board of a negotiated settlement between Gregory W. Stoner, Esquire, (the "Crabb's Attorney") and the Central Florida Expressway Authority (the "CFX") for the attorney's fees and costs incurred in the defense of Richard Crabb's apportionment rights as tenant in Parcel 251 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-204.

DESCRIPTION AND BACKGROUND

Parcel 251 is a fee simple acquisition of 0.760 acres comprising a whole taking of property located on the north side of Ondich Road and west of Plymouth Sorrento Road in Orange County, Florida. An Order of Taking was entered by Judge John Marshall Kest on April 6, 2015, and a Stipulated Order of Taking was entered by Judge Kest on April 15, 2015, to provide the property owner, American Finance, LLC, with extended possession to May 15, 2015. Thereafter, American Finance, LLC, and Richard Crabb engaged in negotiations regarding the vacation of the property by Mr. Crabb as a tenant.

A Stipulated Final Judgment for Apportionment and Order for Withdrawal of the Remainder of the Petitioner's Good Faith Estimate of Value for Parcel 251 was entered by Judge Kest on January 22, 2016, resolving the amount of apportionment due Mr. Crabb as a tenant.

On February 8, 2016, Gregory W. Stoner, Esquire, filed Crabb's Motion to Tax Attorney's Fees and Costs, providing schedules requesting taxation of attorney's fees totaling $23,440.00 and costs totaling $112.00. In its Response dated May 5, 2016, the CFX contended a substantial portion of the 58.6 hours claimed by Mr. Stoner were likely related to landlord-tenant issues which are not compensable in the eminent domain matter. The CFX argued that Mr.

Stoner should be compensated for a reduced number of hours and a reduced hourly rate. CFX contends novelty, difficulty and importance of the questions involved, the skill employed by the attorney, and the amount of money involved did not warrant the amounts claimed by Mr. Stoner.

Judge Kest entered an order requiring mediation, expert witness disclosure and report prior to an evidentiary hearing on the motion. Prior to incurring the expert witness costs, mediator costs, and related additional fees, the CFX and Mr. Stoner agreed to resolve the motion for a total of $15,000.00.

For the above-cited reasons, Right-of-Way counsel requests the CFX Board approve the negotiated settlement in the amount of $15,000.00 to resolve all claims by Mr. Stoner for attorney's fees and costs in this matter, which is in the CFX's best interest. Settlement will eliminate further risk and unnecessary expenses that the CFX will ultimately incur with further litigation of the costs for apportionment in Parcel 251.

At its June 22, 2016, meeting, the Right-of-Way recommended approval of the negotiated settlement.

RECOMMENDATION

We respectfully request that the CFX Board approve the proposed settlement agreement totaling $15,000.00 in full settlement of all claims for apportionment attorney's fees and costs.

Reviewed by: Joseph Passiatore

ORLDOCS 14777121 1

CONSENT AGENDA ITEM

#16

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** HAO
Winderweedle, Haines, Ward & Woodman, P.A.

DATE: **June 28, 2016**

RE: **S.R. 429 Wekiva Parkway, Project 429-202; Parcel 104/804**
Approval of Settlement Proposal

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks Board approval of a settlement for Parcel 104/804 (the "Taking" or "Property"), which was acquired by condemnation for the construction of the S.R. 429 Wekiva Parkway, Project 429-202. The Court entered a Stipulated Order of Taking for this parcel on September 18, 2014.

DESCRIPTION and BACKGROUND:

The instant action involves the partial taking of property designated as Parcel 104 and 804, which was owned by Robert M. Grossenbacher, Scott Grossenbacher and Todd Grossenbacher, individually and as co-personal representatives of the Estate of John C. Grossenbacher, Carolyn Ditch, Mary K. Frisbie, and Elizabeth G. Townsend (hereinafter referred to as "Landowners"). Parcel 104 is located at 1132 Plymouth Sorrento Road and 3037 Southfork Drive in unincorporated Orange County. The parent tract consists of just over 14 acres. CFX is acquiring about 5.809 acres in fee for construction of the Wekiva Parkway (Parcel 104), and 0.813 acres which will ultimately be conveyed to Duke Energy for a permanent transmission line easement (Parcel 804). The remainder property will contain 8.4 acres.

The property once operated as an orange grove and contains various agricultural-related improvements, including a 1,450 square foot warehouse/barn, irrigation, wells, water tanks, fencing, gates, and maintenance equipment. Most of these improvements are located within the area of taking. The property is zoned A-1 (citrus Rural District) by Orange County, and has a future land use of "Rural/Agricultural." This designation allows development of up to one unit per ten acres. However, this parcel is located within the Joint Planning Agreement (JPA) of Orange County and the City of Apopka. If the property is annexed into the City of Apopka, it would likely have a future land use designation of Residential Low Suburban (RLS), which permits development of up to 3.5 units per acre.

CFX retained the services of Richard MacMillan from the Appraisal Group of Central

Florida, Inc., to appraise the property. While he considered the possibility of the property being rezoned for a residential subdivision, he ultimately determined that extraordinary development costs would prevent such a development from being economically feasible. This is because the property is located a considerable distance from city sewer and water lines. In addition, approximately half of the property lies within a 40-foot depression area with steep slopes and a 0.7 acre wetland lying at the bottom of the depression. Mr. MacMillan determined that approximately 7.3 acres of the subject was developable.

After considering the value of subdivision property in the area (which he estimated to be between $22,000-$45,000 per acre) and the extraordinary development costs (estimated to be between $26,000-$48,000 per unit), Mr. MacMillan determined that the property had a highest and best use for rural residential development. Mr. MacMillan considered three rural residential sales that had a similar percentage of developable uplands. These sales indicated a value of between $12,000-16,000 per acre (upland and wetland values were blended). Two of the three sales were purchased as a single-family homesite, and the third was purchased for recreational use. Mr. MacMillan reconciled on a value of **$15,000.00 per acre** in the "before" condition, for a total parent tract value of $347,300, and a value of **$98,800.00** for the part taken. He determined that the improvements were consistent with the highest and best use, and that the value of improvements within the area of taking were **$104,200.00.**

After the taking, the property will contain 8.4 acres, most of which is located within the depression area. The expressway within the area of take will contain four lanes with an elevated northbound on-ramp adjacent to the subject. The average elevation will be 25.5 feet above the remainder, and will include lighting and signage. Mr. MacMillan considered three new comparable sales in analyze the value of the property in the after condition. These sales contained a smaller percentage of uplands than his "before value" sales to more closely resemble the condition of the subject property after the taking. These sales indicated a value between $5,000-8,000 per acre. Mr. MacMillan then determined that the subject would experience a reduction in value of about 35% due to proximity to the expressway. He therefore reconciled on an after value of $4,875.00 per acre, which results in a severance damage claim of **$67,000.00.** He also added a **$27,900.00** cost-to-cure estimate to reestablish the fencing and gate that would be acquired in the taking. Mr. MacMillan's valuation conclusions are summarized as follows:

Value of the Part Taken – 6.622 acres	$243,100
Severance Damages	67,000
Cost to Cure	27,900
Total Compensation Estimate	**$338,000**

The Landowners retained the appraisal services of Gary Pendergast, who determined that the subject property had a highest and best use as a residential subdivision. Relying on supporting analysis by Ed Williams and MEI Civil, Mr. Pendergast concluded that 10.1 acres of the parent tract was developable. Furthermore, he did not believe that there would be significant extraordinary development costs for this property. He therefore considered six comparable sales that had a mixture of uplands and wetlands similar to the subject property. Rather than using the "blended" approach of Mr. MacMillan, Mr. Pendargast came up with a value "per developable acre." He reconciled on a value of **$78,000.00 per developable acre**, with the subject property having 10.1 developable acres. This results in a total parent tract value of $803,800, and a value

of the part taken of $492,400. Mr. Pendergast considered the improvements to have only a minimal value of $8,000, since most of the improvements were not consistent with his highest and best use conclusion.

Mr. Pendergast considered four new comparable sales to determine the value of the remainder after the taking. These sales had a mixture of uplands and wetlands that were considered similar to the subject remainder. All of these "after" comparables abutted a limited access roadway. The sale prices ranged from $14,000-$38,000 per acre, and the appraiser reconciled on an "after" value of **$25,000.00 per acre**, for a remainder with 3.761 useable acres. This results in a remainder value of $71,700, and a total severance damage claim of **$232,300.** Mr. Pendergast's cost-to-cure estimate to reestablish the fencing was **$31,600** (fairly similar to CFX's cure estimate). The Landowners' valuation estimate is summarized as follows:

Value of the Part Taken – 6.622 acres	$500,400
Severance Damages	200,700
Cost to Cure	31,600
Total Compensation Estimate	**$732,700**

EXPERT AND ATTORNEY FEES / SETTLEMENT PROPOSAL:

The Landowners have also submitted expert invoices in the amount of $46,523 as summarized below:

Gary Pendergast (Appraiser)	$18,495
MEI Civil (Engineer)	18,165
Williams Development (Land Planner)	7,125
Ovation Construction, Inc. (Contractor)	2,738
Total	**$46,523**

CFX's expert fees in this case totaled $78,095, as summarized below:

Richard MacMillan (Appraiser)	$20,250
McIntosh and Assoc. (Engineer/Land Planning)	58,000
John Speer (Cost to Cure)	1,750
BDA (Environmental Consultants)	3,122
Fred LaDue (FF&E)	3,761
Total	**$78,095**

Mediation was conducted on June 3, 2016, which resulted in a mediation settlement agreement whereby the Landowners agreed to accept $616,500 "all-in" to resolve this case. The parties executed a Settlement Agreement (attached to this memo) which does not apportion the proposed settlement amount among the experts, attorney and landowner. However, an estimated break-down of this amount is provided for informational purposes:

Compensation to Landowners	$517,323
Attorney's fees (Joseph Hanratty)	59,177
Expert fees	40,000
Total Settlement	**$616,500**

CFX previously deposited $338,000 into the court registry as its good faith estimate of value. A settlement in the amount of $616,500 would require CFX to deposit an additional sum of $278,500. 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 Landowners' 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:

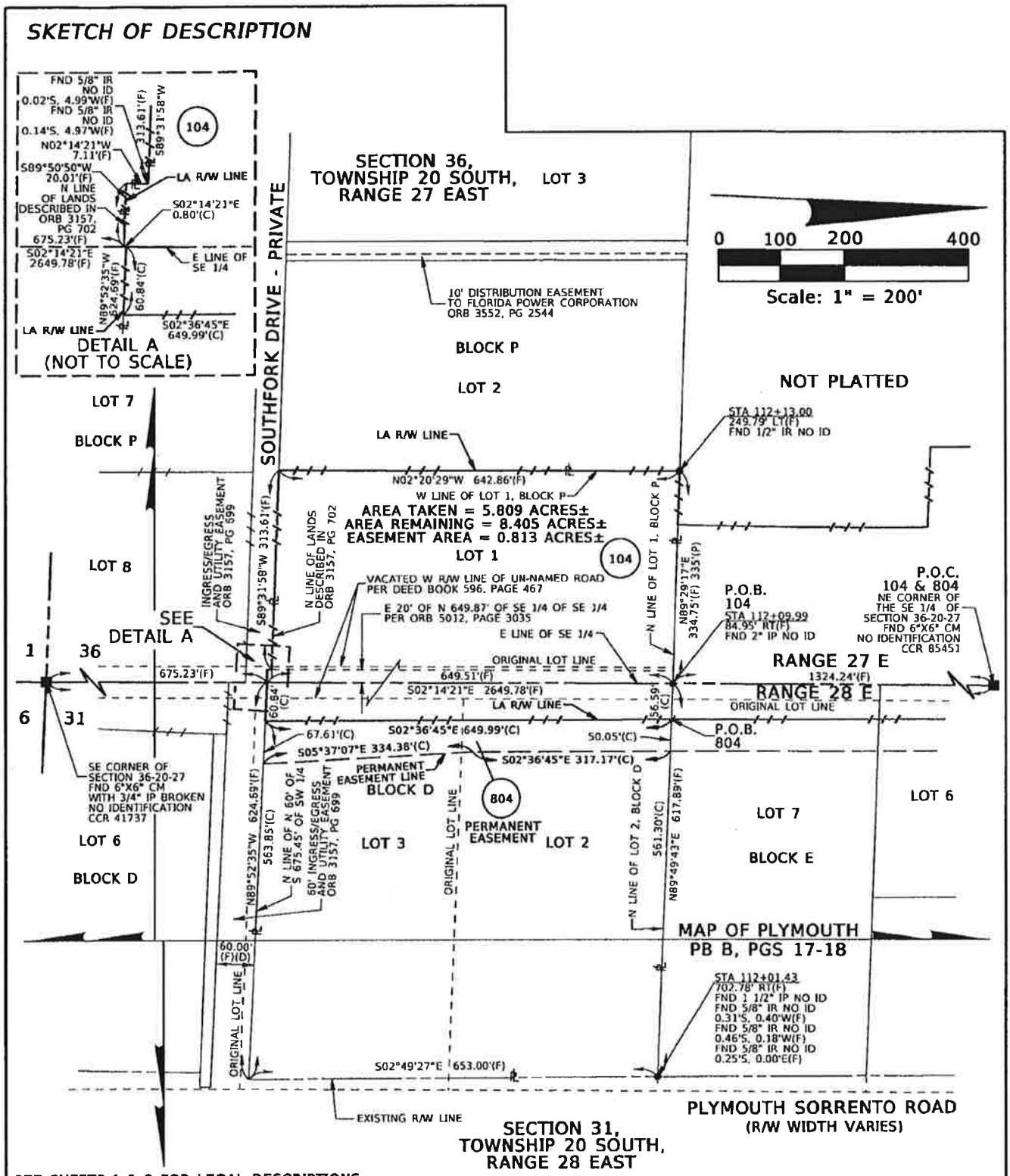
The proposed settlement was recommended for approval by the Right of Way Committee on June 22, 2016. The undersigned counsel respectfully requests that this Board approve settlement in the amount of $616,500 to fully resolve the Landowners' interests in Parcel 104 and 804, inclusive of attorney's fees and costs.

ATTACHMENTS:

Sketch of Property
Mediated Settlement Agreement

Reviewed by: Joseph Hassiotis

SKETCH OF DESCRIPTION



SEE SHEETS 1 & 2 FOR LEGAL DESCRIPTIONS
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 3 OF 4

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

DATE: FEBRUARY 28, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 104 & 804

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 SOUTH INTERNATIONAL PARKWAY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965
LAND SURVEYOR BUSINESS LICENSE NO. 6556

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

CENTRAL FLORIDA EXPRESSWAY AUTHORITY, body politic and corporate, and an agency of the state under the laws of the State of Florida,

Petitioner,

vs.

ROBERT M. GROSSENBACHER; et. al.

Respondents.
_____/

CASE NO: 2014-CA 008446-O

Subdivision 39

Parcel 104/804

SETTLEMENT AGREEMENT

Respondents, ROBERT M. GROSSENBACHER; SCOTT GROSSENBACHER and TODD GORSSENBACHER, individually and as Co-Personal Representatives of the Estate of John C. Grossenbacher; CAROLYN DITCH; MARY K. FRISBIE; ELIZABETH G. TOWNSEND; and representatives of the Central Florida Expressway Authority reached the following Settlement Agreement:

1. Petitioner will pay to Respondents, ROBERT M. GROSSENBACHER; SCOTT GROSSENBACHER and TODD GROSSENBACHER, individual and as Co-Personal Representatives of the Estate of John C. Grossenbacher; CAROLYN DITCH; MARY K. FRISBIE; ELIZABETH G. TOWNSEND; (referred to as "Respondents") the sum of Six **Hundred Sixteen Thousand Five Hundred Dollars exactly ($616,500)**, in full settlement of all claims for compensation from Petitioner whatsoever for the taking of Parcel 104/804, including statutory interest and all claims related to real estate and business damages, attorney's fees and litigation costs, expert witness fees, and 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 Three Hundred Thirty-Eight Thousand Dollars ($338,000). Within thirty days (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 the sum of Two Hundred Seventy-Eight Thousand Five Hundred Dollars exactly ($278,500), representing the difference between the total settlement sum referenced above and the Petitioner's previous deposit in this case.

2. 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.

3. Counsel for Petitioner will submit to the Court a standard Motion for Stipulated Final Judgment containing the terms and conditions of this Settlement Agreement within fifteen (15) days from the date of approval of this Settlement Agreement by the CFX Board.

4. 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.

5. This Agreement resolves all claims whatsoever, including, but not limited to, claims of compensation arising from the taking of Parcel 104/804, severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim.

6. Respondents signing below confirm and represent that they are fee simple owners of the property and have full authority to participate in the mediation of this parcel as lawful owners of the property and to execute this Settlement Agreement, and Robert M. Grossenbacher represents and warrants that he has full authority to settle on behalf of the remaining fee simple owners and to execute this agreement on their behalf.

7. This Settlement Agreement, executed by the parties and their counsel on this 3rd day of June 2016, contains all the agreements of the parties.

Print Name: Linda S. Brehmer Lanosa
Central Florida Expressway Authority

Print Name: Robert M. Grossenbacher
Owner and Authorized Representative for
SCOTT GROSSENBACHER and
TODD GROSSENBACHER,
individually and as Co-Personal
Representatives of the Estate of John C.
Grossenbacher;
CAROLYN DITCH; and
MARY K. FRISBIE

Print Name: Richard B. Weinman, Esq.
Counsel for CFX

Print Name: ELIZABETH G. TOWNSEND
Owner

Print Name: Celeste Adorno, Esq.
Mediator

Print Name: Joseph M. Hanratty, Esq.
Attorney for Owner

CONSENT AGENDA ITEM

#17

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. HAO

DATE: **June 28, 2016**

RE: **S.R. 429 Wekiva Parkway, Project 429-202: Parcel 143 (Parts A, B & C)**
Recommendation for Board Approval of Settlement

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Board's approval of a settlement for Parcel 143 from the Wekiva Parkway Project 429-202. CFX filed its petition in eminent domain on April 14, 2014, and the Court entered an Order of Take for the parcel on June 17, 2014.

DESCRIPTION and BACKGROUND:

Parcel 143 is considered a "hiatus parcel" and contains an area of 0.322 acres or 14,016 square feet of property. The subject is located within the southern half of Yothers Road, west of Plymouth Sorrento Road within an unincorporated area of Orange County, Florida. The owner of record is Paul Hampton, though as a hiatus parcel it was likely intended to be purchased as part of a larger parcel through a Quit Claim transaction from Hang Ju & Yuon Sup Chon on November 21, 1997 for a price of $200,000.

CFX retained the services of Steve Matonis of Integra Realty to appraise this property. Parcel 143 is contiguous to property zoned R-1AA, which provides for residential uses. The future land use designation is Residential Low Suburban. Since the adjoining property is improved with a single-family residence, the reasonable use of the subject property would be similar. Mr. Matonis therefore concluded that the appropriate methodology for estimating the value of the subject hiatus parcel would be by using the "Across the Fence" valuation technique. The "Across the Fence" methodology assumes that the subject property is typical, in all respects, to the adjoining property use. Based on this assumption, the appraiser develops a unit of value for the adjoining property, and then applies this unit of value in developing an estimate of value for the subject property. The only improvements within the area of the Parcel 143 taking were the roadway improvements of Yothers Road, which were not valued.

After applying adjustments, the comparable land sales reflect a range of value of $28,800 to $37,505 per acre of land area. Mr. Matonis concluded to a fee simple market value estimate of

$30,000 per acre, or $9,660. Mr. Matonis opined that the existing use of the subject as a public right of way for Yothers Road encumbers approximately 95% of the fee owners "bundle of rights".

Based on Mr. Matonis' valuation and analysis, CFX filed a Notice of Deposit on June 27, 2014, in the amount of $1,000.00 Negotiations with the landowner have resulted in a proposed settlement of $1,000.00 This Committee's acceptance of the proposed settlement amount will resolve this case at CFX's deposit amount. The landowner is not submitting a claim for attorney fees or expert fees in this case.

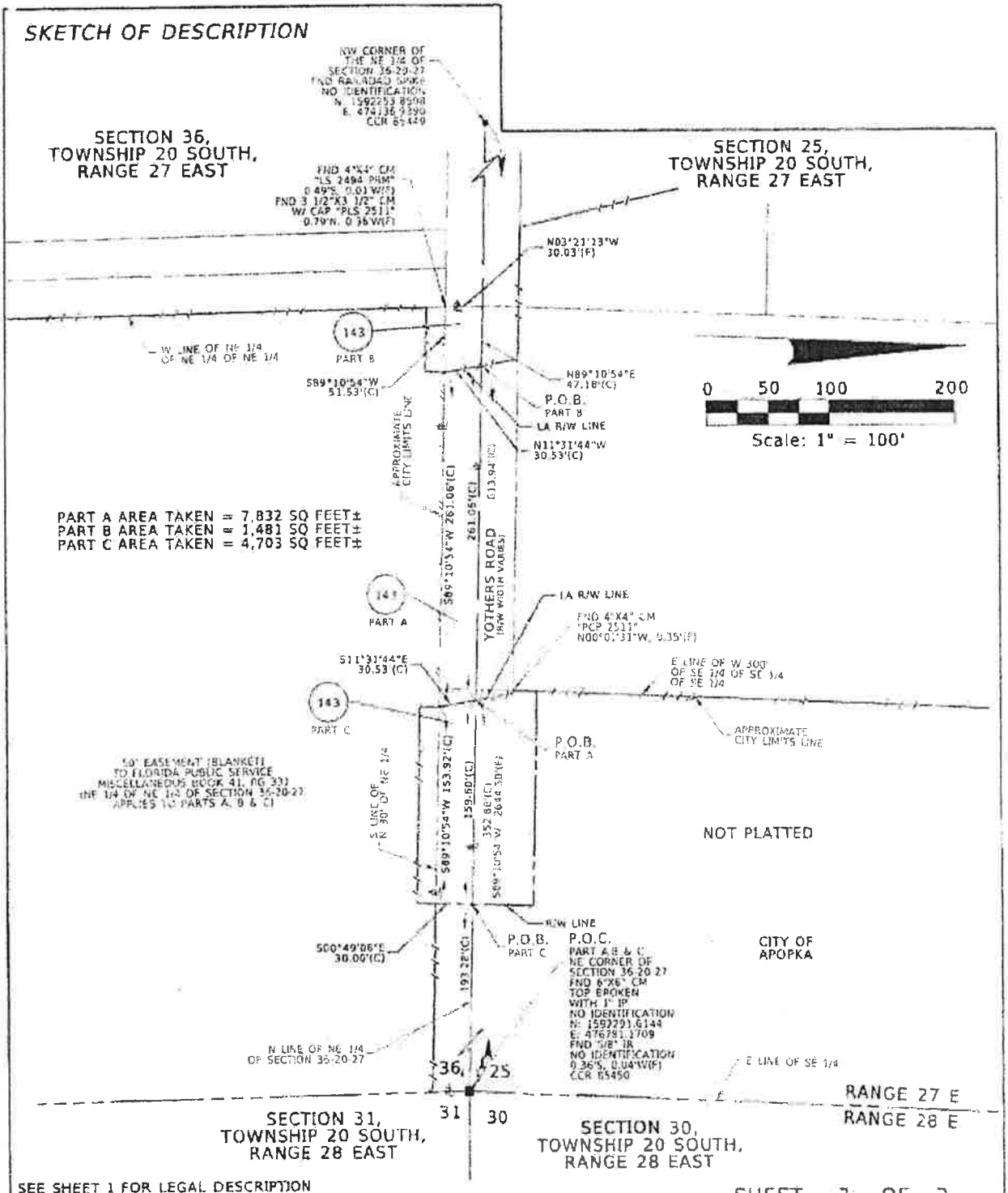
RECOMMENDATION:

The proposed settlement was recommended for approval by the Right of Way Committee on June 22, 2016. The undersigned counsel respectfully requests that the Board approve the proposed settlement in the amount of $1,000.00 to resolve the fee taking of Parcel 143.

ATTACHMENTS:
Parcel Sketch

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: MAY 16, 2013
PROJECT NO.: H20-01
DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 143

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
2700 WESTHALL LANE
SUITE 137
MAITLAND, FLORIDA 32751
VOICE: (407) 660-2322 FAX: 660-8273
LAND SURVEYOR BUSINESS LICENSE NO. 6556

CONSENT AGENDA ITEM

#18

MEMORANDUM

TO: CFX Board Members

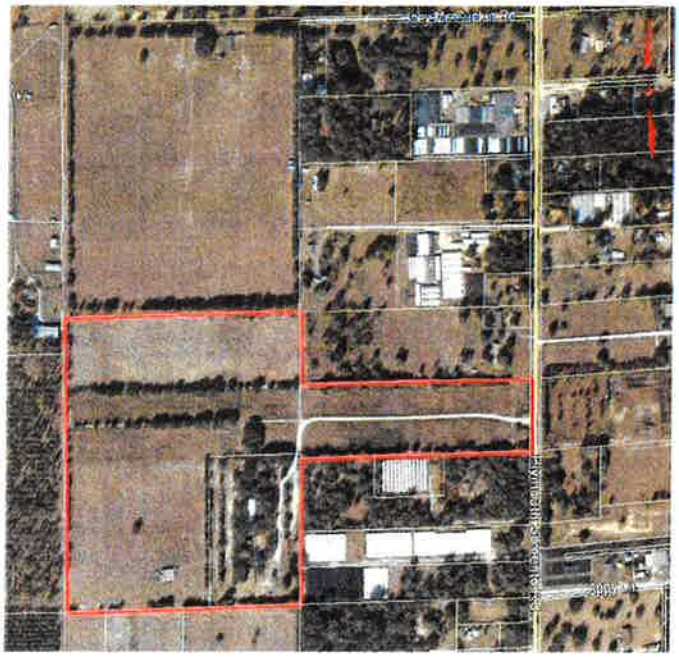
FROM: Linda S. Brehmer Lanosa, Deputy General Counsel Linda S. B Lanosa

DATE: June 28, 2016

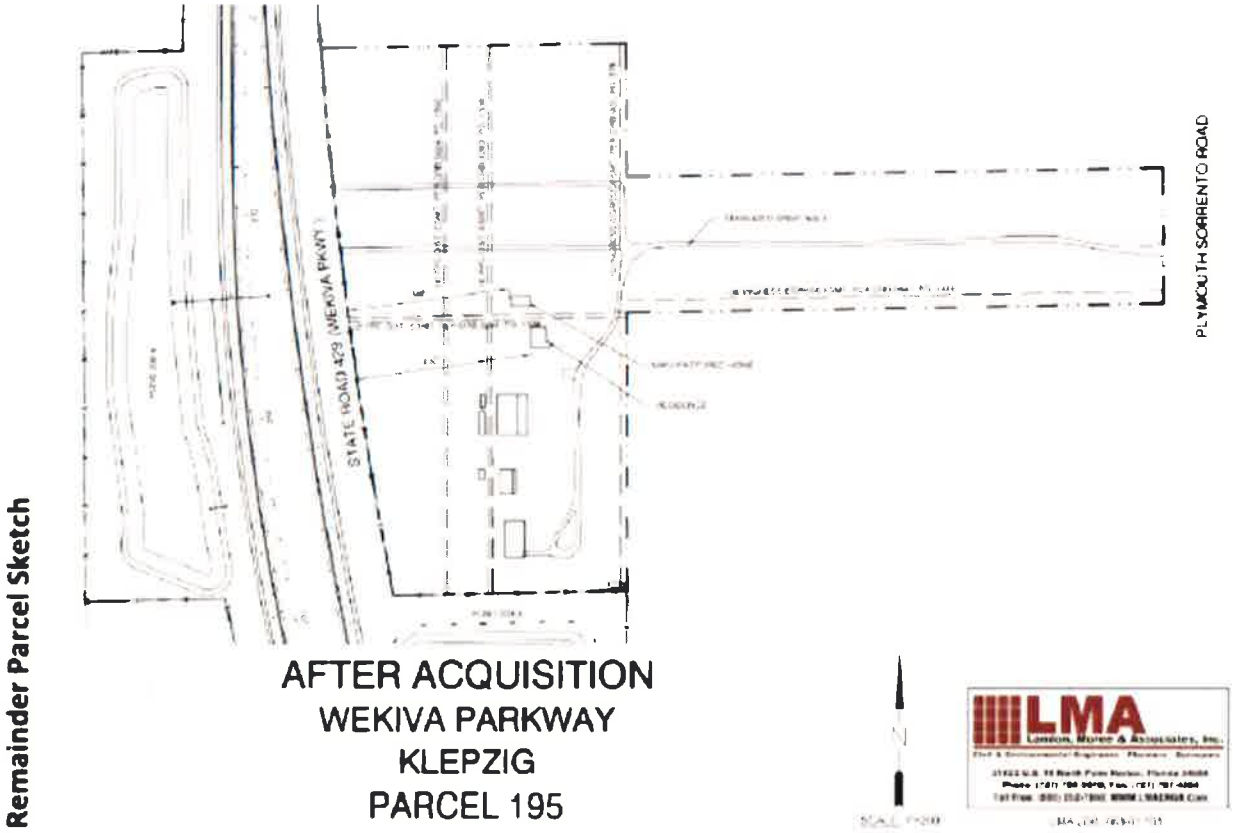
RE: *Central Florida Expressway Authority v. Dennis R. Klepzig, et al.,*
Case No. 2014-003641-O, Project: 429-203, **Parcel 195**
Owners: Dennis R. Klepzig, Joann Klepzig, Ellen Christine Potts, James R. Klepzig, and Jill L. Klepzig ("the Klepzig Family")
Address: 4140 Plymouth Sorrento Road, Apopka, Florida

DESCRIPTION OF PROPERTY

Prior to the taking, the Klepzig Family owned a 51.135-acre parent tract of property on the west of Plymouth Sorrento Road north of West Ponkan Road in Apopka. The property is zoned A-1 (Citrus Rural District) and A-2 (Farmland Rural District). The subject is improved with nine buildings within the south central portion of the parent tract. There is a residential homestead and a manufactured residence (used for extended family) with the remaining seven building structures consisting of four manufactured buildings and three larger structures. The property is utilized for an annual convention for a religious organization that has no official name. Up to 1,200 members attend once annually over four days with three meetings per day.



The property taken, Parcel 195, consists of 20.333 acres on the west side of the parent tract as shown below. In the after condition, the remaining property will be adjacent to State Road 429. Title vested in CFX on May 30, 2104, when CFX deposited the sum of $851,300. This case was set for trial on the August 15, 2016 docket in front of Judge Kest.



APPRAISED VALUES OF PARCEL 195

CFX retained Christopher D. Starkey, MAI, to estimate full compensation for the taking of Parcel 195 and the Klepzigs retained Gary M. Pendergast, State-Certified General Real Estate Appraiser. The table below summarizes the estimates of value, the statutory attorney's fee, and the expert fees. Copies of the invoices from the owner's experts are attached.

	CFX (Starkey)	**Klepzig (Pendergast)**
BEFORE		
Land Value (Before)	$28,000 per acre	$68,000 per acre
Parent Tract (Before)	$1,763,000*	$3,477,200
AFTER		
Highest and Best Use (After)	Hold for future agricultural/residential development	Low-Density Residential
Land Value (After)	$22,400 (20% reduction)	$35,000 per acre
Part Taken	$633,535	$1,382,600
Damages	$213,475	$1,016,500
Cost to Cure (fencing/gates, irrigation lines, pathway)	$4,300	0
Total for the Land	**$851,300**	**$2,399,100**
ATTORNEY'S FEES	Per Statute	**$ 379,560**
EXPERT FEES		
Ovation Construction (Bert Karpenski)		$ 2,887.50
Williams Development Services, Inc.		$ 9,950.00
Power Acoustics, Inc.	Previously Stricken	$14,227.50
Florida Real Estate Analysts, Inc. (Pendergast)		$28,530.00
Vanasse Hangen Brustlin, Inc. (Planner)		$23,446.12
Calhoun Dreggors & Assoc.	Duplicate	$ 1237.00
MEI Civil		$17,855.25
Total Expert Fees	-	**$98,133.37**
ALL-IN TOTAL	-	**$2,876,793.30**

*Includes land and improvements.

ANALYSIS

The biggest issue in this case involved the value of the land. Mr. Starkey valued the land at $28,000 per acre and Mr. Pendergast valued the property at $68,000 per acre. CFX questioned the credibility of Mr. Starkey's estimate because his comparable sales were outside the immediate vicinity of the subject property in areas such as Winter Garden. The believability of the experts' opinions and the comparability of the sales would likely be an issue of fact for the jury to decide.

The expert fees and costs totaled $98,133.37, which sum is quite high for a mediated settlement agreement. Because this case was set for trial in August 2016, the parties needed to commence preparations for trial. The sound expert, however, was precluded from testifying in the recent trial of Parcel 113, wherein the trial court concluded that most of his testimony was speculative. Counsel for the owners understood this issue and its implication. CFX asserted that it should not have to pay for the fees of experts who are not qualified to render an opinion.

During mediation, the parties discussed the issues and reached a proposed all-inclusive settlement of $1,533,000, contingent upon approval of the Right of Way Committee and the Board. Although we do not have a breakdown of the settlement, one possible allocation would be to assume that $1,325,000 would be for the property owners, yielding a statutory attorney fee of $138,425, and expert fees and costs of $69,575. This allocation is merely a hypothetical example to illustrate the various components of the all-inclusive settlement.

REQUESTED ACTION

Board approval is requested to accept the proposed settlement in the amount of **$1,533,000**, resolving all claims for compensation from CFX resulting from the taking of Parcel 195, including statutory interest and all claims related to the real estate and business damages, severance damages, attorney's fees and litigation costs, expert fees and costs.

The Right of Way Committee recommended approval on June 22, 2016.

Attachments: Settlement Agreement
Invoices

Reviewed by: Joseph J. Passiatore

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

CENTRAL FLORIDA EXPRESSWAY AUTHORITY, body politic and corporate, and an agency of the state under the laws of the State of Florida,

Petitioner,

vs.

Robert Strieb and Adis Strieb, et. al.

Respondent(s).

CASE NO: 2014-CA-003641-O

Subdivision _____

Parcel 195

SETTLEMENT AGREEMENT

Respondent(s), Dennis Klepis and JoAnn Klepis, and representatives of the Central Florida Expressway Authority reached the following Settlement Agreement:

1. Petitioner will pay to Respondent(s), Dennis Klepis and JOANN Klepis (referred to as "Respondent") the sum of One Million five Hundred Thirty-Three Thousand and NO/100 Dollars Dollars exactly ($ 1,533,000.00), in full settlement of all claims for compensation from Petitioner whatsoever for the taking of Parcel 195, including statutory interest and all claims related to real estate and business damages, severance damages, attorney's fees and litigation costs, expert witness fees, and costs. The settlement proceeds are 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 $851,300.00 Dollars ($). Within thirty days (30) days from the date of receipt by Petitioner's counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to Respondent, by deposit in the Registry of the Court the sum of Six Hundred Eighty-One Thousand Seven Hundred and NO/100 Dollars exactly ($ 681,700.00), representing the difference between the total settlement sum referenced above and the Petitioner's previous deposit in this case.

2. 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.

3. Counsel for Petitioner will submit to the Court a standard Motion for Stipulated

Final Judgment containing the terms and conditions of this Settlement Agreement within fifteen (15) days from the date of approval of this Settlement Agreement by the CFX Board.

4. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcel 195, severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim.

5. Respondents confirm and represent that they are the fee simple owners of the property and have full authority to participate in the mediation of this parcel as the lawful owners of the property and to execute this Settlement Agreement. This Settlement Agreement is contingent upon delivery to counsel for the Petitioner proof of ownership.

6. This Settlement Agreement, executed by the parties and their counsel on this 31ST day of MAY, 2016, contains all the agreements of the parties.

7. The Parties Agree to waive confidentiality provisions applicable to this Settlement Agreement and mediation session.

Print Name: Linda S. Brandon
Central Florida Expressway Authority LINDA S.B. LANASA

Print Name: DENNIS R. KLEPZIG
Owner

Print Name: Sidney Calloway
Counsel for CFX

Print Name:
Owner

Print Name:
Mediator

Print Name: HAROLD A. LASSMAN
Attorney for Owner

JoAnn Klepzig
OWNER
JOANN KLEPZIG

Ovation Construction, Inc.

POST OFFICE BOX 621287
OVIEDO, FLORIDA 32762
(407) 722-4161
Fax: (866) 431-6032

INVOICE #OV1652

May 12, 2016

Maguire Lassman, PA
605 E. Robinson Street, #140
Orlando, Florida 323801

Re: Klepzig Parcel
SR429 (Wekiva Parkway)

DESCRIPTION: Perform Eminent Domain work for the Klepzig Parcel.

TOTAL COST: 19.25 Hrs x $150.00/hr = $2,887.50

Thank you.

Sincerely,
Bert Karpinski
Ovation Construction, Inc.

TIME SHEET LOG
BERT KARPINSKI/OVATION CONSTRUCTION

PROJECT: Klepzig Parcel

DATE	HOURS	DESCRIPTION
11/14/2014	0.25	Engagement E-Mail
11/17/2014	0.5	Received drawing showing existing utilities & infrastructure/Reviewed
2/1/2015	0.5	Received & Reviewed drawings & appraisal (mail) from Attorney
4/20/2015	1	Conference call with Attorney, MEI Civil, Appraiser
5/12/2015	5	Site Visit to Verifty Existing Conditions/Document Site
6/9/2015	3	Prepared Cost of Existing Conditions Report
6/10/2015	2.5	Prepared Cost of Existing Conditions Report/Items in the Take Report
6/11/2015	0.5	Sent out Cost of Existing Conditions Report for review.
10/27/2015	1	Conference call with Attorney, MEI Civil, Appraiser
2/5/2016	1	Conference Call with Attorney, MEI Civil, Appraiser
2/8/2016	0.5	Made minor corrections to report per Appraisers Comments
2/9/2016	1	Conference Call with Attorney, MEI Civil, Appraiser
3/28/2016	1	Conference Call with Attorney, MEI Civil, Appraiser
5/11/2016	1	Prepared for Deposition
5/12/2016	0.5	Further Preparation for Depostition/Received call that it was Cancelled
	19.25	**TOTAL HOURS**

WILLIAMS DEVELOPMENT SERVICES INC.

May 17, 2016

Mr. Harold Lassman
Maguire and Lassman PA
605 East Robinson Street Suite 140
Orlando FL 32801

Subject: CFX v. Klepzig
Parcel 195 , Wekiva Parkway, Orange County

Dear Mr. Lassman

The following invoice id for professional land planning services in the above described case. Your assistance in processing this invoice would be greatly appreciated

DATE	SERVICES	HOURS
10-13-15	Meeting with attorney, retained in case, received initial work assignments	1.0
10-27-15 2-4-16	Site and neighborhood inspections	2.5 2.0
12-15-15	Review right of way and construction plans for impacts to property	1.0
10-29-15 11-3-15	Review CFX appraisal by Integra from a land planning and development Permitting standpoint	3.5 1.5
11-23-15 11-24-15	Collect and analyze background data on comprehensive plan, land development code, utilities, concurrency and permitting history	3.5 3.0
10-26-15	Review and comment on MEI report	1.0
2-4-16	Conference with appraiser on condemnation blight and scope of project	1.5
2-18-16	Conference with appraiser on utilities issues	1.0
2-22-16 2-23-16	Highest and best use analysis, damage analysis, prepare report	4.0 2.5
10-27-15 5-6-15 2-9-16	Preparation for and attendance at team meeting of experts to report findings, exchange information and coordinate work assignments.	1.0 0.5 1.0
4-25-16 5-2-16	Preparation for deposition	1.0 2.5
5-5-16	Attend deposition	2.5
5-9-16	Consultation with appraiser on timeline of government actions.	1.3

920 S DELANEY AVE ORLANDO FL 32806 407 376 4792 EDW5654@BELLSOUTH.NET

WILLIAMS DEVELOPMENT SERVICES INC.

5-13-16	Review owners appraisal by Pendergast from a land planning and development Permitting standpoint	2.0
Subtotal:	39.8 Hours at $250.00 per Hour	
Total Due:	9,950.00	

Approved By: Edward J Williams

Edward J Williams President
Williams Development Services Inc.

920 S DELANEY AVE ORLANDO FL 32806 407 376 4792 EDW5654@BELLSOUTH.NET

Power Acoustics, Inc.
12472 Lake Underhill Rd #302
Orlando, FL 32828

Invoice

DATE	INVOICE #
5/22/2016	16-05260

BILL TO	CUSTOMER CONTACT / SHIPPED TO
Maguire Lassman, P.A. 605 E. Robinson Street, Suite 140 Orlando, FL 32801	Maguire Lassman, P.A. 605 E. Robinson Street, Suite 140 Orlando, FL 32801

P.O. NO.	TERMS	JOB
	Per Agreement	Klepzig case

DESCRIPTION	QTY	RATE	AMOUNT, US$
Principal Consultant - Klepzig case See attached hoourly breakdown	67.75	210.00	14,227.50
		Total, US Dollars	$14,227.50

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: Klepzig/Expressway Authority eminent domain
Client: Maguire Lassman

Date	Time	Rate		Work Accomplished
11/11/2014	2	210	420	Review aerial, Wekiva CFX/FDOT noise report, property info
11/12/2014	6	210	1260	Setup monitors/Meet with Lassman/Property Owner
11/13/2014	5	210	1050	Retrieve Instrumentation, check out equipment.
11/14/2014	4	210	840	Download data, pictures, document data conditions
2/27/2015	6	210	1260	Review plot 24 hour sound data, location figure
3/5/2015	8	210	1680	modeling of traffic noise
3/11/2015	8	210	1680	prepare contour plot of noise on property
3/14/2015	8	210	1680	review data/standards and prepare report
3/16/2015	8	210	1680	report
3/17/2015	1	210	210	Review PAI report and send draft to Lassman
2/29/2016	2	210	420	Finalize report
3/28/2016	0.75	210	157.5	conference call
3/29/2016	4.25	210	892.5	review appraisals
4/18/2016	1.25	210	262.5	conference call
5/5/2016	3.5	210	735	Deposition Prep: CFX request on depos/trials, review files for scheduled May 17 deposition
TOTAL	**67.75**			Hours Worked
		$14,227.50		

FLORIDA REAL ESTATE ANALYSTS, INC.
Appraisal & Consultation

May 25, 2016

Mr. Harold Lassman
Attorney at Law
Maguire Lassman, P.A.
605 E. Robinson Street, Suite 140
Orlando, FL 32801

RE: Project : Wekiva Parkway
County : Orange
Parcel : 195
Owner : Klepzig

INVOICE

Inspection of subject property and surrounding neighborhood. Research for and analysis of data. Research and analysis concerning project influence. Research for sales data and analysis of damages due to the acquisition. Consultation with owner's attorney, and other experts regarding the ROW acquisition. Preparation of appraisal reports, preparation for deposition, and attendance at deposition.

Pendergast:	158.50 Hrs @ $180.00/Hr =	$28,530
Total Invoice Amount		**$28,530**

Thank you,

Gary M. Pendergast, MAI, President

920 Delaney Avenue • Orlando, Florida 32806 • Phone (407) 841-0054 • Fax (407) 422-6190

SUMMARY OF SERVICES
(GARY M. PENDERGAST)

Parcel : 195
Project: Wekiva Parkway
Owner: Klepzig

Date	Procedure	Time
08/13/12	Analysis of data provided by property owner's attorney.	.25
04/29/13	Review project information and acquisition data for the subject property.	.25
03/24/14	Research and analysis with experts Williams, Parzych, and other experts. Review expressway authority appraisal. Consultation with owner's attorney.	1.00
04/24/14	Analysis and consultation with owner's attorney regarding property data and inspection.	.50
05/02/14	Highest and best use research. Research and analysis of property aerials and County data. Consultation with owner's attorney.	.50
05/07/14	Consultation with property owner and owner's attorney. Analysis of data.	.50
05/09/14	Analysis and consultation with property owner and owner's attorney regarding Usage of the property and highest and best use.	.25
05/13/14	Property inspection. Research and analysis of surrounding area. Inspection of exterior and interior of all improvements. Analysis of area acquired. Consultation with property owner and owner's attorney.	4.00
05/14/14	Analysis of property usage. Consultation with owner and owner's attorney regarding use and potential uses, upcoming OT hearing, and data requirements.	.50
05/22/14	Research and analysis of roadway construction details. Analysis and consultation with owner and owner's attorney regarding construction details, and future roadway noise issues raised by the owner. Research and analysis with other experts.	.75
06/18/14	Research concerning property encumbrances.	.50
06/24/14	Review right of way maps and data provided by owner's attorney. Review easement data.	1.00
07/10/14	Review deed and title info provided by owner's attorney.	.50
08/05/14	Review and analysis of data provided by engineer Dan Morris. Consultation With Morris regarding his report\analysis and 90% construction plans.	.75
08/19/14	Review and analysis of data provided by owner and owner's attorney.	.50

SUMMARY OF SERVICES (Continued)
(GARY M. PENDERGAST)

Parcel : 195
Project: Wekiva Parkway
Owner: Klepzig

08/29/14	Review updated expressway authority appraisal and data.	.50
09/15/14	Consultation with property owner.	.25
10/06/14	Neighborhood research and analysis. Research for comparable sales data, analysis of data, and inspection of sales data.	3.00
10/09/14	Consultation with expert planners and owner's attorney regarding land planning issues affecting the subject both before and after the taking.	.50
10/23/14	Research and consultation regarding assemblages for development occurring in the market.	1.00
10/24/14	Research and consultation regarding use, highest and best use, interim use, peanut grass value, etc. Analysis of data with other experts. Consultation with other experts and owner's attorney.	.75
10/31/14	Research concerning interim use. Consultation regarding interim use, peanut grass, and highest and best use.	.25
11/14/14	Property inspection and research with Jim Hall, Katie Shannon, and Dan Morris. Research into camp and retreat use. Consultation with property owner regarding retreat and use schedule. Consultation with Morris and Hall regarding data requirements and their reports.	2.50
11/15/14	Review data provided by David Parzych.	.25
11/17/14	Consultation with contractor Karpinsky.	.25
12/04/14	Research zoning, land use, future land use, aerial data, flood plan data, assessor data, etc. Highest and best use research and analysis.	4.00
01/05/15	Consultation with planner Hall's office regarding planning issues.	1.00
01/06/15	Highest and best use study and reserach.	3.75
01/07/15	Highest and best use study. Review data provided by planners Hall and Williams. Research and analysis concerning zoning and future land use.	4.00
01/08/15	Research and analysis concerning camp/retreat use. Analysis and consultation With other experts.	4.50
01/09/15	Research and analysis of appraisal data.	4.25

SUMMARY OF SERVICES (Continued)
(GARY M. PENDERGAST)

Parcel : 195
Project: Wekiva Parkway
Owner: Klepzig

01/12/15	Research, analysis, and verification of sales data and appraisal data.	4.00
01/13/15	Research, analsysis, and verification of GIS sales data.	3.25
04/16/15	Consultation with experts and owner's attorney regarding planning and engineering data and reports.	.25
04/20/15	Research and analysis with Dan Morris and Jim Hall. Review Morris Data and exhibits.	1.00
06/15/15	Review of data provided by owner's attorney (appraisal updates, etc.)	1.00
08/17/15	Research and analysis of Hall and Shannon data. Consultation with Katie Shannon regarding findings.	3.00
08/18/15	Consultation with Katie Shannon regarding Apopka plans.	.50
08/19/15	Research, review, and analysis of data. Study of Parzych data and analysis.	3.00
09/24/15	Review CFX appraisal file. Consultation with owner's attorney. Analysis of data.	1.25
10/09/15	Research and consultation with Dan Morris. Review Parzych data. Research and analysis of appraisal data. Consultation with owner's attorney.	4.25
10/19/15	Research and analysis of planning data provided by other experts.	.50
10/26/15	Review and analysis of engineering data provided by Dan Morris.	1.00
10/27/15	Research and consultation with Karpinsky and Morris.	.50
02/04/16	Consultation and research with planner Ed Williams. Review of project influence and blight issues and data.	1.50
02/05/16	Research and consultation with Morris, Hall and Williams regarding the before And after conditions of the subject. Study and analysis of damages.	3.00
02/09/16	Research, review, and analysis of highest and best use data. Study of Karpinsky Cost data and report. Analysis of planner Hall data. Consultation with planner Williams.	3.50
02/11/16	Research and analysis regarding project influence and condemnation blight.	3.00
02/16/16	Review and analysis of data provided by owner's attorney.	.50

SUMMARY OF SERVICES (Continued)
(GARY M. PENDERGAST)

Parcel : 195
Project: Wekiva Parkway
Owner: Klepzig

02/18/16	Analysis of engineering report and data provided by Dan Morris. Consultation with Dan and Glena Morris. Consultation with planer Williams.	2.75
02/19/16	Research for vacant land sales data for both a before and an after appraisal analysis. Analysis of data.	6.00
02/22/16	Analysis and review of updated data provided by Hall's office. Appraisal data research and analysis.	8.50
02/23/16	Appraisal research and analysis. Consultation and research with planners and Morris regarding utility locations and costs.	8.50
02/24/16	Research, analysis, and consultation with Karpinsky and Morris regarding utility locations for sewer and water. Research and consultation with Williams regarding septic tank/sewer difference, approvals, etc. Appraisal research and analysis.	8.00
02/25/16	Verification of sales data. Consultation with engineers regarding water vs water and sewer. Inspection of sales data.	7.00
02/26/16	Analysis of utility costs with Morris, Karpinsky, and Williams. Review of Hall analysis. Appraisal valuation research and analysis.	7.75
02/28/16	Consultation with owner's attorney regarding draft report.	.50
02/29/16	Review other experts final reports. Verification of data. Appraisal analysis.	2.75
03/28/16	Research, consultation and analysis with Hall, Williams, and Morris regarding Project influence and blight issues.	1.00
04/18/16	Research and consultation with experts and owner's attorney in preparation for deposition, rebuttal, and trial.	1.50
04/26/16	Research and analysis in preparation of rebuttal analysis and report.	7.50
04/28/16	Review data provided by owner's attorney. Research and analysis.	1.00
05/09/16	Consultation with planner Williams regarding planning issues both before and after the taking. Review data in preparation for deposition.	4.75
05/10/16	Analysis of data in preparation for deposition and trial.	4.75
05/11/16	Review file and research data in preparation for deposition. Analyssi of data.	4.75
05/12/16	Prepare for and attend deposition. Analysis of data. Provide testimony.	4.00
	Total	**158.50**

Invoice

Please remit to:
Vanasse Hangen Brustlin, Inc.
101 Walnut Street, PO Box 9151 | Watertown, MA 02471
617.924.1770 F 617.924.2286

Raymer Maguire, Esq.
Fixel Maguire & Willis
1010 Executive Center Drive
Suite 121
Orlando, FL 32803

Invoice No: **<Draft>**
May 26, 2016
VHB Project No: 61794.00

Invoice Total $23,446.12

Professional Planning Services for Dennis R. Klepzig property

Professional Services Thru May 31, 2016

Professional Personnel

	Hours	Rate	Amount	
Principal 1	26.50	250.00	6,625.00	
Technical/Professional 07	2.50	125.00	312.50	
Technical/Professional 06	1.00	125.00	125.00	
Technical/Professional 05	120.50	125.00	15,062.50	
Technical/Support 2	7.00	85.00	595.00	
Technical/Support 5	1.50	95.00	142.50	
Totals	159.00		22,862.50	
Total Labor				**22,862.50**

Reimbursable Expenses

Printing	583.62	
Total Reimbursables	**583.62**	**583.62**
Total this Invoice		**$23,446.12**

Billings to Date

	Current	Prior	Total
Labor	22,862.50	0.00	22,862.50
Expense	583.62	0.00	583.62
Totals	**23,446.12**	**0.00**	**23,446.12**

ServicePoint Reprographics - VHB Billing Backup Report

Project Number: 61794.00 **Period: 201304**

Date	Location	Job Type	User	Total
3/18/2013	Orlando FL	OSS LASER PRINTING	CJackows	$0.13
			Total	**$0.13**

Archimedia Solutions Group - VHB Billing Backup Report

125 Liberty Street #301
Danvers, MA 01923

Project Number: 61794.00 **Period: 201412**

Date	Location	Job Type	User	Total
11/14/2014	Orlando FL	B/W Laser Printing	katieshannon	$4.48
11/14/2014	Orlando FL	Sm Fmt Color Printing	katieshannon	$1.07
			Total	**$5.55**

Archimedia Solutions Group - VHB Billing Backup Report

125 Liberty Street #301
Danvers, MA 01923

Project Number: 61794.00 **Period: 201413**

Date	Location	Job Type	User	Total
11/19/2014	Orlando FL	B/W Laser Printing	katieshannon	$1.16
11/24/2014	Orlando FL	B/W Laser Printing	katieshannon	$0.13
11/19/2014	Orlando FL	Sm Fmt Color Printing	katieshannon	$7.46
11/24/2014	Orlando FL	Sm Fmt Color Printing	katieshannon	$4.27
12/1/2014	Orlando FL	Sm Fmt Color Printing	katieshannon	$30.89
12/4/2014	Orlando FL	Sm Fmt Color Printing	katieshannon	$17.04
			Total	**$60.95**

Archimedia Solutions Group - VHB Billing Backup Report

125 Liberty Street #301
Danvers, MA 01923

Project Number: 61794.00 **Period: 201507**

Date	Location	Job Type	User	Total
6/9/2015	Orlando FL	B/W Laser Printing	katieshannon	$0.64
6/8/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	$33.02
6/9/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	$47.93
6/10/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	$3.20
6/25/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	$3.20
6/26/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	$70.30
			Total	**$158.29**

Archimedia Solutions Group - VHB Billing Backup Report

125 Liberty Street #301
Danvers, MA 01923

Project Number: 61794.00 **Period: 201512**

Date	Location	Job Type	User	Total
10/27/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	$40.47
			Total	**$40.47**

Archimedia Solutions Group - VHB Billing Backup Report

125 Liberty Street #301
Danvers, MA 01923

Project Number: 61794.00 **Period: 201602**

Date	Location	Job Type	User	Total
2/5/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	$57.51
			Total	**$57.51**

Archimedia Solutions Group - VHB Billing Backup Report

125 Liberty Street #301
Danvers, MA 01923

Project Number: 61794.00 **Period: 201603**

Date	Location	Job Type	User	Total
2/16/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	$75.62
			Total	**$75.62**

Archimedia Solutions Group - VHB Billing Backup Report

125 Liberty Street #301
Danvers, MA 01923

Project Number: 61794.00 **Period: 201604**

Date	Location	Job Type	User	Total
3/25/2016	Orlando FL	B/W Laser Printing	katieshannon	$14.19
			Total	**$14.19**

Archimedia Solutions Group - VHB Billing Backup Report

125 Liberty Street #301
Danvers, MA 01923

Project Number: 61794.00 **Period: 201605**

Date	Location	Job Type	User	Total
4/19/2016	Orlando FL	B/W Laser Printing	katieshannon	$0.26
4/20/2016	Orlando FL	B/W Laser Printing	katieshannon	$0.52
4/21/2016	Orlando FL	B/W Laser Printing	KDavis	$0.91
4/22/2016	Orlando FL	B/W Laser Printing	KDavis	$1.16
4/29/2016	Orlando FL	B/W Laser Printing	KDavis	$0.77
4/15/2016	Orlando FL	Large Format Bond Plot (SQ FT)	KDavis	$15.98
4/13/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	$6.39
4/19/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	$3.21
4/20/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	$64.98
4/15/2016	Orlando FL	Sm Fmt Color Printing	KDavis	$5.33
4/18/2016	Orlando FL	Sm Fmt Color Printing	KDavis	$3.20
4/19/2016	Orlando FL	Sm Fmt Color Printing	KDavis	$24.51
4/20/2016	Orlando FL	Sm Fmt Color Printing	KDavis	$11.72
4/21/2016	Orlando FL	Sm Fmt Color Printing	KDavis	$7.46
4/27/2016	Orlando FL	Sm Fmt Color Printing	KDavis	$24.51
			Total	**$170.91**

Vanasse Hangen Brustlin, Inc.

101 Walnut Street
P. O. Box 9151
Watertown, MA 02471
617-924-1770
FAX 617-924-2286

Invoice

Billing Period thru 05/21/2016
Project No.: 61794.00
Project Title: Planning Services for Klepzig

CARRAGHER

11/19/13	0.5 Hr.	Review of contract

DAVIS

04/01/16	1.5 Hrs.	Merging historic aerial exhibits
04/07/16	1.5 Hrs.	Merging 1970's aerials
04/08/16	1.5 Hrs.	1980's aerial merge
04/11/16	0.5 Hr.	80s aerial merge
04/12/16	1.0 Hr.	merging historic aerials
04/13/16	2.0 Hrs.	1990s Aerial
04/14/16	2.5 Hrs.	Preparing acquisition and development exhibits
04/15/16	2.0 Hrs.	Preparing acquisition and development exhibits
04/18/16	2.0 Hrs.	Historic Aerial Exhibits
04/19/16	2.0 Hrs.	Historic Aerial Exhibits
04/20/16	1.0 Hrs.	Historic Aerial Exhibits
04/21/16	2.0 Hrs.	Historic Aerial Exhibits
04/22/16	1.0 Hr.	Historic Aerial Exhibits
04/25/16	1.0 Hr.	Team meeting to discuss historic aerials
04/26/16	1.5 Hrs.	Revisions to historic aerials
04/27/16	1.5 Hrs.	Horizon west aerials
05/02/16	0.5 Hr.	80s aerial tile numbering
05/03/16	0.5 Hr.	90s aerial tile numbering
05/19/16	1.5 Hrs.	Changes to map exhibits
05/20/16	1.5 Hrs.	Changes to map exhibits

Vanasse Hangen Brustlin, Inc.

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Invoice

Billing Period thru 05/21/2016
Project No.: 61794.00
Project Title: Planning Services for Klepzig

HALL

11/14/14	3.0 Hrs.	Site visit
11/24/14	1.0 Hr.	Review of property appraiser data
12/01/14	1.0 Hr.	Telephone conference with expert team
02/26/15	0.5 Hr.	Team telly
06/08/15	1.0 Hr.	Review of DPA with Shannon
06/09/15	1.0 Hr.	Review of DPA with Shannon
06/26/15	1.0 Hr.	Review of DPA with Shannon – pre-post condition
10/27/15	1.0 Hr.	Team telly
02/05/16	1.0 Hr.	Team telly
02/09/16	1.0 Hr.	Tele conference
03/03/16	0.5 Hr.	Tele conference
04/01/16	0.5 Hr.	Review of historic aerials with Shannon
04/18/16	1.0 Hr.	Revie of historic aerials with Davis/Shannon
04/25/16	1.0 Hr.	Review of Hall Comp sales
04/27/16	1.0 Hr.	Review of Comp Maps
04/29/16	1.0 Hr.	Review of Comp FLU Descriptions
05/03/16	2.0 Hrs.	Review of historic aerials with project team
05/04/16	5.0 Hrs.	Team tele; exhibits
05/06/16	1.0 Hr.	Review of Comp Plan
05/11/16	0.5 Hr.	Meeting w/staff about Wekiva Parkway
05/17/16	0.5 Hr.	Review revisions to exhibits
05/20/16	0.5 Hr.	Review aerials

JACKOWSKI

12/08/12	1.0 Hr.	Open new proposal number for Fixel, Maguire & Willi for Eminent Domain Services for Klepzig and draft proposal; print finals; file and upload Client Authorization for ED services for Fixel Maguire/Klepzig and set up in BT; prepare new file folders for project
01/10/13	0.5 Hr.	Print, scan and file January 2013 Status Update from Fixel & Maguire re: O/OCEA/ SR429 (Wekiva Pkwy)/Pre-Suit for Kennis Klepzig et.al.; coord. and send invites for quarterly meetings.
05/16/16	1.0 Hr.	Type up Description of Services for Klepzig case from project opening on 12/8/2012.

Vanasse Hangen Brustlin, Inc.

101 Walnut Street
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Invoice

Billing Period thru 05/21/2016
Project No.: 61794.00
Project Title: Planning Services for Klepzig

NEEDLER

05/09/16	1.0 Hr.	Research
05/10/16	1.0 Hr.	Research
05/11/16	1.0 Hr.	Read more about the Wikiva Parkway
05/12/16	1.0 Hr.	Started reading Tom Callan's deposition
05/16/16	1.0 Hr.	Research
05/17/16	1.0 Hr.	Research
05/18/16	1.0 Hr.	Research

SHANNON

11/14/14	3.5 Hrs.	Site visit and due diligence report
11/17/14	2.5 Hrs.	Due Diligence report
11/19/14	4.5 Hrs.	Revisions to GIS Maps
11/24/14	2.5 Hrs.	Researched building data on property appraiser website
11/25/14	5.0 Hrs.	Created aerial of specific structures on Klepzig Retreat property and defined specific uses of each building
11/26/14	2.5 Hrs.	Reformatted document with new logo
12/01/14	2.5 Hrs.	Added table of contents, and input site images and aerials from OCPA website
12/03/14	2.5 Hrs.	Updated zoning and site analysis portion of the DPA
12/5/14	1.0 Hr.	Updated report with new report
12/26/14	2.0 Hrs.	Review of DPA for draft of pre-post condemnation conditions
12/29/14	1.0 Hrs.	Due Diligence report
01/28/15	0.5 Hr.	Updated Due Diligence report
04/20/15	1.0 Hr.	Review of DPA and conference call with Raymer/Dan/Hall
06/09/15	3.5 Hrs.	Prepped and edited DPA for draft submittal; meeting with Jim
06/25/15	4.0 Hrs.	Made updates to report, used Sketchup to create exhibits which show the entirety of the improvements on the property including the double wide trailer; general edits
06/26/15	2.5 Hrs.	Made revisions to the DPA - adding pre-condemnation condition with Plymouth Sorrento as the main arterial, appendix, etc. Sent updated draft report with review of Harold's concerns for review
08/18/15	0.5 Hr.	Updated vision plan graphic in before condition with Plymouth Sorrento as main arterial.

Vanasse Hangen Brustlin, Inc.

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Invoice

Billing Period thru 05/21/2016
Project No.: 61794.00
Project Title: Planning Services for Klepzig

10/27/15	1.5 Hrs.	Meeting with Jim, client, Gary, Harold – revisions to report
02/05/16	1.5 Hrs.	Tele conference and review of report/Pendergast notes
02/09/16	2.0 Hrs.	Meeting with Gary, Dan, Jim, Harold/general edits to report
02/12/16	4.5 Hrs.	Revisions to report and GIS maps
02/16/16	3.0 Hrs.	Revised two GIS exhibits for appendix; building siting and measurement exhibits; general edits in DPA
02/22/16	1.5 Hrs.	General edits, meeting with Jim, emailed draft to client
03/03/16	0.5 Hr.	Tele conference
03/04/16	0.5 Hr.	Read Ellen Hardgrove's rebuttal
03/25/16	1.0 Hr.	Collaborated with Jerry/Matt about historic aerials; set up extranet system; delegated responsibilities to Katie for series of exhibits
04/01/16	0.5 Hr.	Historic aerials work
04/12/16	1.0 Hr.	Scheduling meetings; review of historic aerials
04/18/16	3.0 Hrs.	Meeting with experts; revisions to report to include DOT, revisions to historic graphics
04/27/16	5.5 Hrs.	GIS maps of comparable sales; correspondence with Pendergast
04/28/16	3.0 Hrs.	Klepzig Comparable Sales exhibits (18 total GIS Maps)
05/02/16	3.5 Hrs.	Created 7 GIS Maps for comparable exhibits
05/03/16	5.5 Hrs.	Prepped materials to take to deposition; review of those materials with Jim Hall; created 2 maps in GIS for Comp Sales Analysis
05/04/16	5.0 Hrs.	Revisions to Comp map series; research on FLU for 3 of the properties, started rebuttal InDesign Doc
05/09/16	3.5 Hrs.	Finalized information on InDesign Rebuttal
05/10/16	0.5 Hr.	Meeting with Jim Hall about Comp exhibits
05/11/16	1.5 Hrs.	Meeting with Jim, Melody, and Ben about Wekiva Parkway study; research on depos, documentation sent
05/13/16	0.5 Hr.	researched state statutes on JPAs
05/16/16	0.5 Hr.	Review of DOS for proposed invoice
05/17/16	0.5 Hr.	Meeting with Katie Davis about revisions to exhibits
05/20/16	0.5 Hr.	Review of historic aerials with Katie Davis

TANIGUCHI

05/13/16	2.5 hrs.	Work on the Wekiva Parkway history

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

February 10, 2015

Raymer F. Maguire, III, Esq.
c/o Maguire Lassman
605 East Robinson Street
Suite 140
Orlando, FL 32801

RE: Owner: Klepzig
Project: Wekiva Parkway
County: Orange

INVOICE

Review information from owner's representative; conference with owner's representative, conference with owner and experts, assist with sales research; review/analysis of sales.

Dreggors:	5.50 Hrs. x $225/Hr. =	$1,237
Total		**$1,237**

Thank you,

Richard C. Dreggors, GAA
President

RCD/ddp

728 West Smith Street • Orlando, Florida 32804
Tel (407) 835-3395 • Fax (407) 835-3393
affiliated with Calhoun, Collister & Parham, Inc. of Tampa

OWNER	***KLEPZIG***	**RICHARD C. DREGGORS, GAA**
PROJECT	***WEKIVA PARKWAY***	
PARCEL(S)		
COUNTY	***ORANGE***	

DATE	***TYPE OF SERVICE***	***HOURS***
02/06/12	REVIEW INFORMATION FROM OWNER'S REPRSENTATIVE.	0.75
02/07/12	PREPARE FOR CONFERENCE WITH RAYMER MAGUIRE REGARDING SUBJECT PARCEL; REVIEW OWNERSHIOS AND HISTORY/USE OF THE PARCEL(S)	1.25
02/14/12	GATHER INFORMATION AND REVIEW SUBJECT DATA AND CONFERENCE WITH OWNER'S REPRESENTATIVE.	1.75
08/03/12	REVIEW CONSTRUCTION PLANS FROM OWNER'S REPRESENTATIVE; CONSIDER IMPACTS TO REMAINDER(S).	0.75
09/04/12	PREPARE FOR AND CONFERENCE WITH EXPERTS AND OWNER.	1.00
	TOTAL HOURS	**5.50**

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: 5/27/2016
Invoice Number: 191012H-1
Invoice Amount Due: **$17,855.25**

JOB: SR 429, Parcel 195
Klepzig
Engineering Analysis

Description	Hours	Rate	Fee	Total
Principal (DLM, GSM)	50 5	$250 00	$12,625.00	$12,625.00
Senior Designer (JRR)	36.5	$120.00	$4,380.00	$4,380.00
			Subtotal	$17,005.00
			Expense (5%)	$850.25
			Total Fee Due	$17,855.25

See attachment for detail.

Payment is due upon settlement of compensation for subject parcel.

Work Descriptions for Daniel L. Morris, P.E.

191012h

Job Name *Sr 429, P195 Klepzig*

Date	*Hours*	*Task*	*Work Description*
9/9/2014	2.5		review existing easements and right of way maps
11/14/2014	4.5		prepare for and attend site meeting with owners, experts and attorney. Tour existing facilities.
4/20/2015	1.5		prepare for and attend conf call with experts and attorney
5/12/2015	6.5		prepared for and made site visit with contractor to assist in meeting the owner and quantifying existing improvements on the property.
6/22/2015	1.5		review cost estimates
10/26/2015	4.0		analysis of after taking conditions.
2/21/2016	3.0		review cost estimates for existing facilities
2/23/2016	1.5		review cost estimates for utilities
2/26/2016	3.5		review completed preliminalry engineering report and send to experts and attorney

Total Hours: *28.5*

Work Descriptions for Glena S. Morris, P.E.

191020H

Job Name *SR 429, Wekiva Pkwy, P195, Klepzig*

Date	*Hours*	*Work Description*
2/16/2016	3.0	review plans, appraisal, research
2/17/2016	8.0	preliminary engineering report
2/23/2016	3.0	preliminary engineering report revisions
2/24/2016	7.0	response to appraiser, preliminary engineering report revisions
2/26/2016	1.0	response to appraiser, preliminary engineering report revisions
Total Hours:	*22.0*	

Work Descriptions for John R. Russell

191012H

Job Name *SR 429 Klipzig*

Date	*Hours*	*Task*	*Work Description*
2/3/2015	2.0		DownLoad & Review Appraisal and FDOT RoadWay Plans
2/5/2015	1.5		DownLoad Aerial Files
2/6/2015	4.5		Before Conditions
2/6/2015	6.5		SR 429 BaseLine Alignment Geometry
2/9/2015	3.5		Area of Take
2/9/2015	1.5		USGS, FEMA, Aerial & Location Map Exhibits
2/11/2015	4.5		Draft RoadWay Plans
2/16/2015	1.0		Draft Roadway Drainage
2/21/2015	2.5		UnCured Remainder Exhibit
2/26/2015	1.0		Draft Roadway Drainage
3/2/2015	3.0		Draft Roadway Ponds
3/3/2015	1.5		UnCured Remainder Shade & Hatching
4/21/2015	1.5		Finalize Preliminary Exhibits & Check Plot
4/21/2015	1.5		Calculate Areas
2/24/2016	0.5		Revise UnCured Remainder Shading Colors

Total Hours: *36.5*

CONSENT AGENDA ITEM

#19

MEMORANDUM

TO: CFX Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel Linda S. BLanosa

DATE: June 28, 2016

RE: *Central Florida Expressway Authority v. VIP Properties, LLC, et al.*
Case No. 2014-003698-O, Project: 429-203, Parcel 170
Owner: VIP Properties, LLC
Location: 3202 Phils Lane, North of Ponkan Road
Present Use: Office Building
Zoning: A-1, Citrus Rural District (Agricultural)
Size of Land Before: 10.138 acres; Amount Taken: 0.454; Remainder: 9.684 acres

---

When a condemning authority takes property through the filing of a petition in eminent domain, it is required to pay the owner's experts and attorneys. Pursuant to Section 73.092, Florida Statutes, the owner's attorney is entitled to a fee based upon 33% of any benefit up to $250,000. Benefit is defined as the difference between the final judgment and the last written offer made by the condemning authority before the owner hires an attorney. In this case, the monetary benefit is the difference between $62,000 and $15,600, or $46,400. Applying the statutory formula, the statutory attorney's fee award is **$15,312.**

Regarding the owner's expert fees, Section 73.091, Florida Statutes, requires the condemning authority to pay "all reasonable costs incurred in the defense of the proceedings." Counsel for the owner provided invoices from its experts, an appraiser, a market analyst, and a planner, consisting of the following:

Calhoun, Dreggors & Associates, Inc.	$8,225.00
Lakemont Group	420.00
Williams Development Services, Inc.	$2,175.00
TOTAL	$10,820.00

Copies of the invoices are attached hereto as **Exhibit A.** To assess the reasonableness of the expert fees, the files of the appraiser and planner were inspected. The experts' files showed that both experts had undertaken research and review. Several photographs of Mr. Dreggors' file are attached as **Composite Exhibit B.** Several photographs of Mr. Williams' file are attached as **Composite Exhibit C.**

After reviewing invoices and the files, the parties were able to reach a proposed resolution as follows:

Project: 429-203, Parcel 170
Owner: VIP Properties, LLC

Calhoun, Dreggors & Associates, Inc.	$6,157.00
Lakemont Group	350.00
Williams Development Services, Inc.	$1,957.50
TOTAL	$8,464.50

REQUESTED ACTION

Board approval is requested for the payment of reasonable expert fees and costs as to Parcel 170 in the amount of **$8,464.50.**

The Right of Way Committee recommended approval on June 22, 2016.

ATTACHMENTS

A - Invoices
B - Photographs of Mr. Dreggors' file
C- Photographs of Mr. Williams' file

Reviewed by: Joseph Massiatore

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

April 7, 2016

Thomas P. Callan Esq.
c/o Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

RE: Owner: VIP Properties, LLC
Project: Wekiva Parkway
Parcel No.: 170
County: Orange

INVOICE

Conference with owner's representative, gather information on the subject parcel, review CFX reports, meeting with owner's representative, pro-rata share, vacant land sales research/analysis, prepare summary/exhibits of other CFX appraisals/values, review information with Rick.

Abrams Schmidt:	38.75 Hrs. x $175/Hr. =	$6,781
Dreggors:	5.25 Hrs. x $275/Hr. =	1,444
Total		**$8,225**

Thank you,

Richard C. Dreggors, GAA
President

RCD/ddp

EXHIBIT A

728 West Smith Street • Orlando, Florida 32804
Tel (407) 835-3395 • Fax (407) 835-3393

OWNER	***VIP PROPERTIES LLC***	**COURTNEY ABRAMS**
PROJECT	***WEKIVA PARKWAY***	
PARCEL(S)	***170***	
COUNTY	***ORANGE***	

DATE	***TYPE OF SERVICE***	***HOURS***
06/11/15	REVIEW DOCUMENTS; MEETING WITH RICK TO REVIEW SCOPE OF WORK.	1.75
06/15/15	RESEARCH SUBJECT DOCUMENTS; REVIEW/ ANALYSIS OF CONDEMNOR'S APPRAISALS AND SALES.	4.25
06/16/15	DRIVE BY SUBJECT PROPERTY FOR INSPECTION; BEGAN SALES RESEARCH.	3.00
06/18/15	RESEARCH/ANALYSIS OF SALES.	4.75
06/22/15	UPDATE AERIAL EXHIBITS FOR WEKIVA PARKWAY PARCELS.	2.50
06/25/15	ANALYSIS OF SEVERANCE DAMAGES AND COMPENSATION; UPDATE WEKIVA EXHIBITS.	3.25
07/02/15	UPDATE SALES RESEARCH; ANALYSIS OF SALES.	4.50
07/06/15	SALES ANALYSIS.	3.25
07/07/15	RESEARCH/ANALYSIS OF CFX'S SALES; PREPARE DOCUMENTS WITH ANALYSIS OF SALES.	5.00
07/10/15	WORK ON CFX SALES ANALYSIS.	2.75
07/14/15	UPDATE WEKIVA EXHIBITS FOR SALES AND AFTER APPRAISAL BY CFX APPRAISALS.	3.75
	TOTAL HOURS	**38.75**

OWNER	***VIP PROPERTIES LLC***	**RICHARD C. DREGGORS, GAA**
PROJECT	***WEKIVA PARKWAY***	
PARCEL(S)	***170***	
COUNTY	***ORANGE***	

DATE	***TYPE OF SERVICE***	***HOURS***
06/11/15	REVIEW DOCUMENTS AND CONFERENCE WITH OWNER'S REPRESENTATIVE; MEET WITH ASSOCIATE TO REVIEW OUR SCOPE OF WORK.	2.00
06/16/15	REVIEW INFORMATION ON SUBJECT; REVIEW CFX REPORT; MEETING WITH OWNER'S REPRESENTATIVE TO REVIEW VALUATION ISSUES; ASSIST WITH RESEARCH AND ANALYSIS OF VACANT LAND SALES.	3.25
	TOTAL HOURS	**5.25**

Lakemont Group
2037 Shaw Ln, Orlando, FL 32814

INVOICE

Invoice Number 1
Period Covered –
1/1/15 to 2/1/16

February 4, 2016

To:

Thomas Callan
Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, Florida 32806
Attn: Accounts Payable

DATES	DESCRIPTION	HOURS	RATE	AMOUNT
	Client: VIP Properties LLC **Matter: Parcel 170 – Section 429-203** **Case No: 2014-CA-003698-O**			
Various	Meetings and calls with attorneys to advise on real estate and economic market conditions and forces related to valuation of real estate subject to taking.	1.2	$350.00	$ 420.00
	SUB TOTAL:			$ 420.00
Expenses	None			$ 0.00
	TOTAL DUE:			$ 420.00

Thank you very much for the opportunity to serve.

Joshua A. Harris, Ph. D., CRE, CAIA
Managing Partner
Lakemont Group

Payment Instruction via Check:
LAKEMONT GROUP
2037 SHAW LN
ORLANDO, FL 32814

WILLIAMS DEVELOPMENT SERVICES INC.

February 1, 2016

Attorney Thomas P Callan
Callan Law Firm PA
921 Bradshaw Terrace
Orlando Fl 32806

Subject: Central Florida Expressway Authority v. VIP Properties LLC
Case 2014-CA-003698-0
Parcel 170, Wekiva Parkway

Dear Mr. Callan

The following invoice is for professional land planning services in the above described case. Your assistance in processing this invoice would be greatly appreciated.

DATE	SERVICES	HOURS
12-2-15	Meeting with attorney, retained in case, received initial work assignments	1.0
12-4-15	Site and neighborhood inspection, review construction plans	1.2
1-10-12	Review and comment on CFX appraisal by Bullard from a land planning Planning and development permitting standpoint	2.5
12-9-15	Collect and analyze background data on comprehensive plan, land Development code, utilities, concurrency and permitting history of site.	1.5
1-4-16	Highest and best use analysis, damage analysis	2.0
1-19-16	Report findings to attorney Callan	0.5

Subtotal : 8.7 Hours at $250.00 per Hour

Total Due: $2,175.00

Submitted By: Edward J Williams
Edward J Williams

920 S DELANEY AVE ORLANDO FL 32806 407 376 4792 EDW5654@BELLSOUTH.NET

Callan Law Firm, P.A.

Callan Law Firm, P.A.
Expert Witness Engagement Agreement

Date December 8, 2015 ("Date")

Client VIP Properties, LLC ("Client")

Matter Wekiva Parkway ("Matter")

Expert Name Ed Williams, Williams Development Services ("Expert")

The Expert has been retained by Callan Law Firm, PA ("Firm"), to provide engineer services in the Matter which is an eminent domain case under Florida Law where the condemning authority FDOT seeks to acquire all or a portion of the property owned by the Client located at 3202 Phils Lane, Apopka, in Orange County, Florida

The non-trial hourly rate is $250.00 for the Expert, and the standard hourly rates will apply to other employees or assistants to the Expert The trial hourly rate for the Expert is $250.00

The payment of your fees shall be by the condemning authority in this Matter at the conclusion of this Matter Neither the Client nor the Firm or the attorneys of the Firm shall be responsible for the payment of your fees An addendum is not attached to this Agreement

The Firm will represent you in the negotiation of your fees or at the fee hearing. The Expert agrees to keep accurate and contemporaneous time records and provide same to the Firm to seek the reimbursement The Firm shall not settle the Expert's Fees and costs without the consent of the Expert The Expert shall make the required appearances and cooperate in any proceeding to pay their fees

Callan Law Firm, PA

Thomas P. Callan

Expert Ed Williams,
Williams Development Services

Ed Williams

921 Bradshaw Terrace • Orlando, Florida 32806
407-426-9141 • Fax: 407-426-0567 • www.callanlaw.com

Simmons
VIP
Brown

Callan Law Firm, P.A.

Callan Law Firm, PA
Expert Witness Engagement Agreement

Date: August 13, 2014 ("Date")

Clients: **SECTION 1B**
PHILIP & PATRICIA SIMMONS – CLF# 969
VIP PROPERTIES, LLC/ARMAN RAHBARIAN – CLF# 965

SECTION 2B
ROBERT & LOIS BROWN – CLF# 961
("Clients")

Matter: WEKIVA PARKWAY ("Matter")

Expert Name: Joshua Harris, Lakemont Group, LLC ("Expert")

The Expert has been retained by Callan Law Firm, PA ("Firm"), to provide real estate analysis services in the Matter which is an eminent domain case under Florida Law where the condemning authority CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX") f/k/a ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY seeks to acquire all or a portion of the property owned by the Client located on the Wekiva Parkway Project.

The non-trial hourly rate is $350.00 for the Expert, and the standard hourly rates will apply to other employees or assistants to the Expert. The trial hourly rate for the Expert is $350.00.

The payment of your fees shall be by the condemning authority in this Matter at the conclusion of this Matter. Neither the Client nor the Firm or the attorneys of the Firm shall be responsible for the payment of your fees. An addendum is not attached to this Agreement.

The Firm will represent you in the negotiation of your fees or at the fee hearing. The Expert agrees to keep accurate and contemporaneous time records and provide same to the Firm to seek the reimbursement. The Firm shall not settle the Expert's Fees and costs without the consent of the Expert. The Expert shall make the required appearances and cooperate in any proceeding to pay their fees.

Callan Law Firm, PA

Thomas P. Callan

Expert – Joshua Harris
Lakemont Group, LLC

921 Bradshaw Terrace • Orlando, Florida 32806
407-426-9141 • Fax: 407-426-0567 • www.callanlaw.com

VIP Properties

Sale No.	Location	Sale Date	Sale Price	Land Size (Net Ac.)	Price/ Net Acre
Subject	West side of Phils Lane, north of Ponkan Road; Orange Co.	06/14	n/a	10.14 Ac.	n/a
VR-34	NS of Old Hwy. 50, about 675'± NW of Lake Blvd., Lake Co.	05/16/13	$3,108,000	46.53 Ac.	$66,795
VR-35	NS of Steve's Rd., about 1,000'± E of US Hwy. 27, Lake Co.	03/31/14	$2,600,000 ($3,600,000 effective price)	32.36 Ac.	$111,248
VR-534	N & SS of Marsh Rd., about ¼ of a mile W of Avalon Rd., Orange Co.	02/14/14	$6,350,000	56.94 Ac.	$111,521
VR-537	SS of Sunridge Blvd., about 1,500'± E of Avalon Rd., Orange Co.	03/13/14	$6,188,000 ($5,460,000 effective price)	34.62 Ac.	$157,712
VR-538	ES of Tiny Rd., about 3,300'± S of Tilden Rd., Orange Co.	12/17/12	$18,000,000	201.56 Ac.	$89,303
VR-539	E & WS of Winter Garden Vineland Rd., about 650'± N of Roper Rd., Orange Co.	12/10/12	$6,421,100	43.14 Ac.	$148,843
VR-540	ES of Siplin Rd., ½ mile east of Avalon Rd., Winter Garden, Orange Co.	07/24/14	$9,920,000	62.38 Ac.	$159,025

EXHIBIT B

Sale No.	
Subject	We Ro
VR-34	NS Bl\
VR-35	N H\
/R-534	N of
/R-537	S A
R-538	E R
R-539	E a
R-540	E V

Sale No.	Location	Sale Date	Land Size	Sale Price	Price/Ac.
Subject	West side of Phils Lane, north of Ponkan Road; Orange Co.	06/14	10.14 Ac.	n/a	n/a
VR-542	South side of Kilmer Lane about 0.30 of a mile west of Peidmont Wekiva Rd., Orange Co.	05/14	3.04 Ac.	$150,000	$49,342
VR-543	East side of Gilliam Rd. about 680'± north of Clarcona Ocoee Rd., Orange Co.	12/13	3.06 Ac.	$140,000	$45,752
VR-550	North side of Seidner Road, west of Davenport Road; Orange Co.	06/14	9.64 Ac.	$399,900	$41,483
VR-553	West side of Avalon Road (CR 545) about 380' south of Alps Street; Orange Co.	04/14	10.88 Ac.	$425,000	$39,063

Callan Law Firm, P.A.

Callan Law Firm, PA
Expert Witness Engagement Agreement

Date: December 8, 2015 ("Date")

Client: VIP Properties, LLC ("Client")

Matter: Wekiva Parkway ("Matter")

Expert Name: Ed Williams, Williams Development Services ("Expert")

The Expert has been retained by Callan Law Firm, PA ("Firm"), to provide engineer services in the Matter which is an eminent domain case under Florida Law where the condemning authority FDOT seeks to acquire all or a portion of the property owned by the Client located at 3202 Phils Lane, Apopka, in Orange County, Florida.

The non-trial hourly rate is $250.00 for the Expert, and the standard hourly rates will apply to other employees or assistants to the Expert. The trial hourly rate for the Expert is $250.00.

The payment of your fees shall be by the condemning authority in this Matter at the conclusion of this Matter. Neither the Client nor the Firm or the attorneys of the Firm shall be responsible for the payment of your fees. An addendum is not attached to this Agreement.

The Firm will represent you in the negotiation of your fees or at the fee hearing. The Expert agrees to keep accurate and contemporaneous time records and provide same to the Firm to seek the reimbursement. The Firm shall not settle the Expert's Fees and costs without the consent of the Expert. The Expert shall make the required appearances and cooperate in any proceeding to pay their fees.

Callan Law Firm, PA

Thomas P. Callan

Expert – Ed Williams,
Williams Development Services

Ed Williams

EXHIBIT C


FOR ADDITIONAL SUPPORT
ANNEXATION DOCUMENTS
EXHIBIT
CITY OF APOPKA
2002 Annexation, Cycle #6
Adopted this ____ Day of _____, 2002
+/-
Parcels: 17
:43 -1551 & 1556-1558 &1561
OWNER'S NAME
LOCATION
PARCEL NUMBER
ACRES
EXISTING USE
FUTURE LAND USE (County)
Jo B. Moseley
South of Kelly Park Rd., West of Pierce Arrow Drive
17-20-28-0000-00-007
17-20-28-0000-00-015
17-20-28-0000-00-012
5.00
5.08
10.12
4.45
2.14
Vacant
Vacant
Mobile Home
S.F. Residence
Rural/Agriculture (1 du/10 acres)
Rural/Agriculture (1 du/10 acres)
Rural/Agriculture (1 du/10 acres)
Low Density Residential

n a
Callan

m Callan
d Willis

VIP Properties LLC P170
Per your request — hold off final report —
I have completed my preliminary analysis
wel will incorporate the following issues
in my report to the appraiser

(a) site was 10+ acre parcel that was formerly
used as nursery and landscaping business
with an office located on property
(b) purchased in 2012

(a) taking (issue) is acquisition of 60 foot
wide ingress/egress easement known Pluto Lane
(b) makes site non-conforming
(c) I will address reasonable probability
of changing comp plan/zoning
(d) I will address annexation potential

Williams Develop...

1-19-16

320, 787 PA

Geographic location	24 20 - 27
Physical location	W side Phils Lane north of Borden Rd
Political jurisdiction	Orange County
Parent Tract	10.138 acres
Taking	.454 acres 19,787 ± sf
Remainder	9.684 acres
FLU	Rural 1 du/10 acres
Zoning	A-1
Utilities	Well + Septic
Existing LU	1680 ± sq ft office from former business

** Note: Property adjacent to appraised Project Orlando LLC property to south

note: property likely candidate for annexation into Apopka which absent the project meant higher density residential development 3-5 du/acre

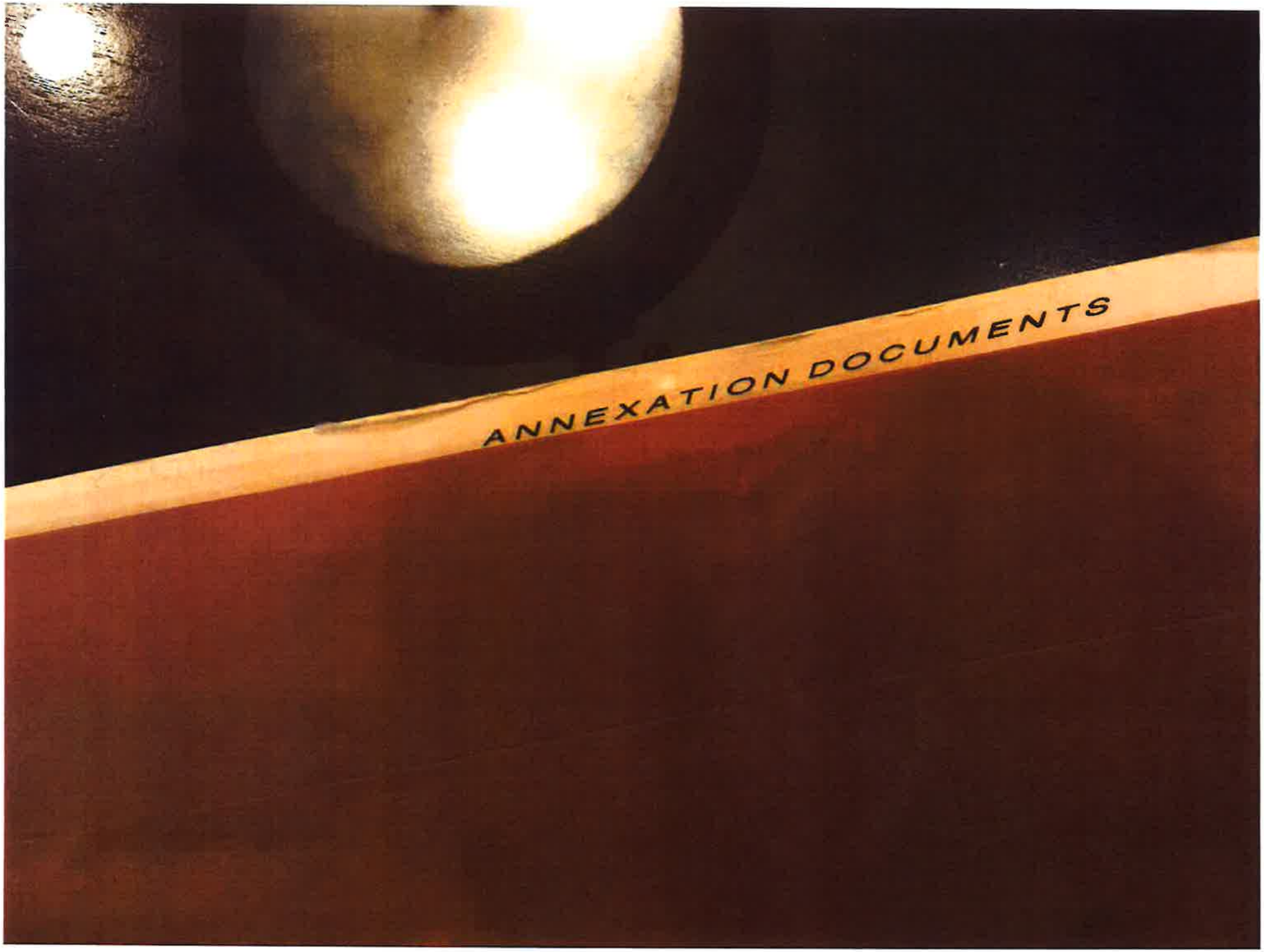
note: Potential damages - county designation (FLU) 1 du/10 acres - partial taking makes it more conforming to Comp Plan.

note Property in area impacted by threat of condemnation and condemnation filed need to work with appraiser on sales area

My report will follow same format as others along this project. Will include

the history of project and all of its components including WP+PA – that directed parts of the design, funding and land use restrictions necessary to accomplish the project. Report will include Before Taking analysis w/o project, taking, after taking including damages.

Please notify my office when report needs to be prepared.


ANNEXATION DOCUMENTS

Title 1
2011-2007

3125 Overlook Tamer Schofield 01-20-22-000 code
Special Amex Meeting Aug 10, 2004 Mayan Land
Robert Brow 6014 Plymouth Ave 01-20-27-000-00-026

6014 PSR
3100 Overlook Larry Geraghty 12-20-27-000-00-051
5960 PSR Johnson 12-20-27-000-00-036
5902 PSR Cluny 12-20-27 000 00 074
5918 PSR Roberson 12-20-27 000 00 075
3472 Overlook Roberson 12-20-27 0000 00 065+087
3066 Overlook Liebhardt 12-20-27-0000-00-044
3129 Overlook Bailiff 01-20-27-0000-00-025

NO
Mural 3203 Overlook
Cutler 3249 Overlook
River 3311 Overlook
Snyder 3341 Overlook
Blackwood 3433 Overlook
Cowter 3245 Overlook

2007

1013 Apple Paddle 15-21-28-7118-01-200 2007
1697 Catalpa Pi Yu 14-21-28-4780-00-070
1304 Shadow Ridge Proval 15-21-28-0000-00-153
Wood Knoll Park Dr Griffin 11-20-27-000-00 040
1068 PSR Han 06-21-28-7172-15-140
2295 Shadow Turner 11-21-28-0000-00 024
135 Eagle Lake Crocker 03-21-28-0000-00-062
1037 Silver Rd Oseka 15-21-28-3280-00-0140
1087 PSR Walker Photo 06-21-28-7172-04-050
705 Kane Rd Walker 22-21-28-0000-00-017 + 108
1113 Rocky St Daniels 18-21-28-0000-00-067
2627 Rock Rd Popp 31-20-28-6602-00-190

state
County

2133 Vicksburg 28-20-25 000 00 010

2477 SOBT MyRiski 06-21-28-7172-01-180
1930 S Hunter Rolando/Royal Palm 21-21-28-0000-00-027
417 W Water Rd Nato 28-20-28-0000-00-070
2079 Vicksburg McCollum 28-20-28 000 00 067
405 W Water Rd Holt 28-20-28-0000-00-071
363 W Water Rd AMES 28-20-28 0000 00 066
2105 Vicksburg Rd Beck 28 20 28 0000 00 076
2177 Vicksburg Rd Mills 28 20 28 0000 00 038

5024 PSR Hvacr 12 20 27 0000 00 028
5012 PSR Miller 12 20 27 0000 00 054
4744 PSR Lo 13 20 27 0000 00 030
4966 PSR Horne 13 20 27 0000 00 008
3366 WKalyPk Rd Dx Plants 13 20 27 0000 00 007
3372 WKPR Collins 13 20 27 0000 00 034
2860 WKPR Brown 13 20 28 0000 00 067 +007
2309 WKPR Golden Vision Floor 7 20 28 0000 00 009
3001 WKPR Tysko 12-20-27 0000 00 027
4857 WKPR Enberg 18 20 28 0000 00 074
2512 WKPR Force 18 20 28 0000 00 005
2755 WKPR Kalen 18-20-28-0000-00 079
2653 WKPR Shyflett 07 20 28 0000 00 046 + 035
2669 WKPR Badgley 07 20 28 0000 00 045
2719 WKPR T+W Rawhide 07 20 28 0000 00 038
2509 Bay Road Rd Maple 18-21-28 0000 00 052+026 +053
2045 Boy Scout Scott 18 21 28 0000 00 046
2055 Boy Scout Shyflett 18-21-28 0000 00 053 + 010 +013 +070
2455 BSR Hunt 18 21 28 0000 00 032
2921 BSR Frayley 18-21-28 - 0000 00 055
1085 S Bowen Rd Broer 18 21 28 0000 00 034
1909 BSR Cook Family Trust 17 21 28 0000 00 005
1879 BSR Kazaras 17 21 28 0000 00 006
2271 WBSR McClintock 18-21-28 0000 00 055
2235 BSR Kromer 18-21-28 0000 00 077
1137 Jackson Mc Dee 18-21-28 0000 00 025

Figure 9:

Prability of Rezoning

Development Trends

Type of Road

Influence of VCC

Influence of Power substantion

infludence of the power line

ionfluence of the ditch

influence of the easement

Land Use Policies

Woodbury Road strip commercioal in a village setting,

Dean Road

Valencia College Lane

Hall Road and University Road

Office site on University and Econtrail se corner by sustation prower transmission line

CONSENT AGENDA ITEM

#20

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: June 27, 2016

RE: Approval of Contract Renewal with
John Brown & Sons, Inc., for Clearing Right of Way Fence
Contract No. 001031

Board approval is requested for the second renewal of the referenced contract with John Brown & Sons, Inc. in the amount of $100,000.00 for a one year period beginning July 14, 2016 and ending on July 13, 2017. The original contract was one year with two one-year renewals.

Original Contract Amount	$150,000.00
First Renewal	$100,000.00
Second Renewal	$100,000.00
Total	$350,000.00

The services to be provided by John Brown & Sons under this renewal include clearing of right of way fence at various locations throughout the system.

Reviewed by:
Claude Miller
Director of Maintenance

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL AGREEMENT

CONTRACT NO. 001031

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 14th day of July, 2016, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and John Brown & Sons, Inc., hereinafter called the "Contractor"

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated April 23, 2014, with a Notice to Proceed date of July 1, 2014, whereby CFX retained the Contractor to perform clearing of right of way fence at various locations throughout the system; 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 14th day of July, 2016 and ending the 13th day of July, 2017 at the cost of $100,000.00, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Servicesrendered under the first Contract renewal ending June 30, 2016, the Contractor shall execute a 'Certificate of Completion of the First Contract Renewal and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the first renewal of the Contract ending June 30, 2016.

All terms and conditions of said Original Agreement and any supplementsand 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.

CONTRACTOR

BY:_____
Authorized Signature

Title:_____

ATTEST:_____(SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) _____

Witness (2) _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_____
Director of Procurement

Print Name:_____

Approved as to form and execution, only.

General Counsel for the Authority

_____

Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 616-6811
www.pbcgov.com/purchasing

Palm Beach County Board of County Commissioners

Mary Lou Berger, Mayor

Hal R. Valeche, Vice Mayor

Paulette Burdick

Shelley Vana

Steven L. Abrams

Melissa McKinlay

Priscilla A. Taylor

County Administrator

Verdenia C. Baker

Form L

December 15, 2015

John Brown & Sons, Inc.
Mr. John Pudvar
775 23rd Ave.
Vero Beach, FL 32967

Dear Mr. Pudvar: TERM CONTRACT #13012B & 13012B-1

This is to inform you that Palm Beach County Board of County Commissioners is entering into a Term Contract with your company for HEAVY EQUIPMENT RENTAL WITH OPERATOR (Primary Award: #25 and #32) based on:

[X] RENEWAL OF CONTRACT based on SOLICITATION #13-012/CC in accordance with all original terms, conditions, specifications and prices with no deviation.

The term of this contract is 01/01/16 through 12/31/16, and has an estimated dollar value of $1,347,288.00, inclusive of all vendors awarded.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

The obligations of Palm Beach County under this contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners.

Palm Beach County Departments will issue individual hard copy orders against this contract as your authorization to deliver. All Invoices must reference a unique document number (e.g., CPO / DO 680 XY030305000000001111 or CPO / DO 680 XY030305*1111). Failure to provide a document number with each invoice will result in a delay in processing payment.

If you have any questions, please contact Colleen Cardillo, Sr. Buyer, at ccardill@pbcgov.org or (561) 616-6839.

Sincerely,

Kathleen M. Scarlett
Director

c: Nicki Murphy, Parks & Recreation
Vernetha Green, Water Utilities
Amanda Hughes, Environmental Resources Management
Carole Portilla, Engineering & Public Works
File

"An Equal Opportunity Affirmative Action Employer"

printed on recycled paper

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 001031

20 APR '15 PM 1:30

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 9th day of April, 2015, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and John Brown & Sons, Inc., hereinafter called the "Contractor".

WITNESSETH

WHEREAS, the Authority and the Contractor entered into a Contract Agreement (the "Original Agreement") dated April 23, 2014, with a Notice to Proceed date of July 1, 2014, whereby the Authority retained the Contractor to perform clearing of right of way fence at various locations throughout the system; 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 1st day of July, 2015, and ending the 30th day of June, 2016, at the cost of $100,000.00, 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, 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 30, 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.

JOHN BROWN & SONS, INC.

BY: _____
Authorized Signature

Title: Division Manager

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) _____

Witness (2) _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Director of Procurement

NOTARY PUBLIC STATE OF FLORIDA
BRONDA LEATHERS
MY COMMISSION # EE195785
EXPIRES: July 30, 2016

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: March 24, 2015

RE: Approval of Contract Renewal with
John Brown & Sons, Inc., for Clearing Right of Way Fence
Contract No. 001031

Board approval is requested for the first renewal of the referenced contract with John Brown & Sons, Inc., in the amount of $100,000.00 to perform clearing of right of way fence at various locations throughout the system. The renewal period will be from July 1, 2015, to June 30, 2016.

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

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
CLEARING RIGHT OF WAY FENCE
CONTRACT NO. 001031

This Contract No. 001031 is made this 23rd day of April, 2014, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and JOHN BROWN AND SONS, INC., 775 23rd Avenue, Vero Beach, Florida 32962, 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 clear vegetation along the right of way fence line at various locations throughout the AUTHORITY's System and related tasks as may from time to time be assigned to the CONTRACTOR by the AUTHORITY; and,

WHEREAS, on or about December 18, 2012, the CONTRACTOR entered into Term Contract No. 13012 with Palm Beach County, Florida to provide services using the same type of equipment and operators as required by the AUTHORITY for its needs; and,

WHEREAS, an Invitation to Bid seeking qualified contractors to perform such services for the AUTHORITY was not required because the CONTRACTOR has an existing contract with Palm Beach County for the same services to be provided hereunder and the AUTHORITY has decided to contract with CONTRACTOR for the performance of the services described herein at the same rates previously negotiated by Palm Beach County; and,

WHEREAS, the CONTRACTOR agrees to provide the services under the same terms, conditions and rates as included in its contract with Palm Beach County and such revised terms and conditions as detailed below;

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 required by the AUTHORITY

2. TERM AND NOTICE

The initial term of the Contract will be one (1) year from the date of the Notice to Proceed from the AUTHORITY. 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 60 days prior to the expiration of the initial one-year Contract Term.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time, for any reason, with 30 days notice for convenience or 10-days notice for cause. 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 and equipment on the sites where work is or was occurring, 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 cancel and terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of the AUTHORITY, without penalty. Such termination shall be deemed a termination 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. COMPENSATION FOR SERVICES

AUTHORITY agrees to pay CONTRACTOR for services performed in accordance with the rates established in the CONTRACTOR's contract with Palm Beach County. The amount of this Contract shall not exceed $150,000.00 during its initial term.

4. 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, in its sole and absolute discretion. 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:

4.1 **Comprehensive 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.

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

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

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

Such policy or policies shall be carried without deductible, without co-insurance, and shall (a) include the AUTHORITY, and such other parties the AUTHORITY shall designate, as additional insureds, (b) be primary insurance, (c) include within the terms of the policy, or by contractual liability endorsement, coverage insuring the CONTRACTOR's indemnity obligations, (d) provide that the policy may not be canceled or 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. 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.

5. CONTRACTOR RESPONSIBILITY

5.1 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 are on or about the plazas or 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.

5.2 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 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

5.3 CONTRACTOR shall be responsible for all damage and loss that may occur with respect to any and all property in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, AUTHORITY, or any other person, to the extent such damage or loss shall have been caused or brought about by the 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.

5.4 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.

6. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, agents, CONTRACTOR's or employees from all 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). 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.

7. 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.

8. 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, without first notifying AUTHORITY and securing its consent in writing.

9. 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.

10. 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. 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.

11. 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.

12. NOTIFICATION of CONVICTION of CRIMES

CONTRACTOR shall notify the AUTHORITY if any of CONTRACTOR's 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.

13. SUBLETTING AND ASSIGNMENT

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.

Notwithstanding the foregoing:

13.1 CONTRACTOR may assign its rights to receive payment under this Agreement with AUTHORITY's prior written consent, which consent shall not be unreasonably withheld. AUTHORITY may assign all or any portion of its rights under this Agreement without consent of or advance notice to CONTRACTOR; and

13.2 Subject to the right of AUTHORITY to review and approve or disapprove subcontracts, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

(i) shall name AUTHORITY as a third party beneficiary and provide that the subcontract is assignable to the AUTHORITY (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 AUTHORITY. Upon such event, the AUTHORITY 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 AUTHORITY, and

(ii) shall require the subcontractor to comply with all laws as 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 AUTHORITY in its sole discretion, and shall provide AUTHORITY with certificates of insurance upon request. The AUTHORITY 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 AUTHORITY upon request, and

(iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of AUTHORITY, and

(iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing the AUTHORITY with equal or greater protections than herein.

14. 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.

15. REMEDIES

In addition to any remedies otherwise available to the AUTHORITY under law, upon an uncured default the AUTHORITY 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 AUTHORITY are required for Contract completion. All costs and charges incurred by the AUTHORITY 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 AUTHORITY for the difference. On a Contract terminated for default, in no event shall the AUTHORITY have any liability to the CONTRACTOR for expenses or profits related to unfinished work, or for AUTHORITY's use of any CONTRACTOR materials or equipment on the work sites, including without limitation the CONTRACTOR Property.

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.

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 AUTHORITY (exclusive of interest, costs or expenses) on claims asserted by AUTHORITY 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 11, as well as the initial written claim (s) submitted to AUTHORITY by CONTRACTOR (disputed by AUTHORITY) 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 AUTHORITY 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 AUTHORITY 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 AUTHORITY, and AUTHORITY 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, AUTHORITY 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.

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.

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.

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

21.2 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: 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

22.2 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 parties have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written.

ORLANDO-ORANGE COUNTYEXPRESSWAY AUTHORITY

By: _____
Director of Procurement

JOHN BROWN AND SONS, INC.

By: _____
Signature

Print Name: John Puduar

Division Manager
Title

ATTEST: _____ (Seal)

ANGELA MARIE MAHER
Notary Public - State of Florida
My Comm. Expires Sep 24, 2015
Commission # EE 109559
Bonded Through National Notary Assn.

Approved as to form and execution, only.

General Counsel for the AUTHORITY

_____

Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 616-6811
www.pbcgov.com/purchasing

Palm Beach County Board of County Commissioners
Steven L. Abrams, Chairman
Priscilla A. Taylor, Vice Chair
Hal R. Valeche
Paulette Burdick
Shelley Vana
Mary Lou Berger
Jess R. Santamaria

County Administrator
Robert Weisman

Form L

December 18, 2012

Mr. John Pudvar
John Brown & Sons, Inc.
775 23rd Ave.
Vero Beach, FL 32967

Dear Mr. Pudvar: RE: TERM CONTRACT #13012

This is to inform you that Palm Beach County Board of County Commissioners is entering into a Term Contract with your company for HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT based on:

[X] BID #13-012/CC (Primary Award: #25 and #32)

[ ] RENEWAL OF CONTRACT based on SOLICITATION #_____ in accordance with all original terms, conditions, specifications and prices with no deviation.

[ ] EXTENSION OF CONTRACT based on SOLICITATION #_____

[ ] SOLE SOURCE CONTRACT #_____
Vendor shall notify Purchasing immediately if the sole source status changes.

[ ] STATE OF FLORIDA CONTRACT #_____

[ ] OTHER:_____

The term of this contract is 01/01/13 through 12/31/14. The estimated dollar value for all awarded vendors is $2,932,000.00.

The obligations of Palm Beach County under this contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners.

Palm Beach County Departments will issue individual hard copy orders against this contract as your authorization to deliver. All invoices must reference a unique document number (e.g. CPO/DO 680 XY03030500000000001111 or CPO/DO 680 XY030305*1111). Failure to provide an order number with each invoice will result in a delay in processing payment.

If you have any questions, please contact Colleen Cardillo at (561) 616-6839.

Sincerely,

Kathleen M. Scarlett
Director

c: Frank Griffiths, Environmental Resources Management
Vernetha Green, Water Utilities
Reid Raymond, Parks & Recreation
File

"An Equal Opportunity Affirmative Action Employer"

printed on recycled paper

Board of County Commissioners

Shelley Vana, Chair
Steven L. Abrams, Vice Chairman
Karen T. Marcus
Paulette Burdick
Burt Aaronson
Jess R. Santamaria
Priscilla A. Taylor



County Administrator

Robert Weisman

Purchasing Department
www.pbcgov.com/purchasing

BOARD OF COUNTY COMMISSIONERS
NOTICE OF SOLICITATION
BID #13-012/CC

HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT

BID OPENING DATE: NOVEMBER 1, 2012 AT 2:00 P.M.

It is the responsibility of the bidder to ensure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to Palm Beach County Purchasing Department (561) 616-6800.

BIDDERS SHALL SUBMIT, IN A SEALED PACKAGE OR CONTAINER, AT LEAST ONE ORIGINAL, SIGNED IN INK BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR BID.

Protests can be accepted only during the five (5) business day posting period.

CAUTION

As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our website at http://www.pbcgov.com/purchasing. It is the vendor's sole responsibility to routinely check this website for any amendments that may have been issued prior to the deadline for receipt of bids.

Palm Beach County shall not be responsible for the completeness of any Invitation for Bid that was not downloaded from the above website or obtained directly from the Purchasing Department.

In accordance with the provisions of ADA, this document may be requested in an alternate format.

50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199
(561) 616-6800 FAX: (561) 616-6811

BOARD OF COUNTY COMMISSIONERS
Palm Beach County
INVITATION FOR BID

BID NO: 13-012/CC BID TITLE: HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT

PURCHASING DEPARTMENT CONTACT: COLLEEN CARDILLO, SR. BUYER TELEPHONE NO.: 561-616-6839

FAX NO.: 561-242-6739 EMAIL ADDRESS: ccardill@pbcgov.com

All bid responses must be received on or before November 1, 2012, prior to 2:00 p.m., Palm Beach County local time, at which time all bids shall be publicly opened and read. **SUBMIT BID TO**: Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, Florida 33415-3199.

This Invitation for Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Attachments, Amendments (if issued), and/or any other referenced document form a part of this bid solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

PURPOSE AND EFFECT: It is the purpose and intent of this Invitation to secure bids for item(s) and/or services as listed herein. The selected awardee is hereby placed on notice that acceptance of its bid by Palm Beach County shall constitute a binding contract.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

GENERAL CONDITIONS

1. GENERAL INFORMATION

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Palm Beach County and the successful bidder. Changes to this invitation for bid may be made only by written amendment issued by the County Purchasing Department. Bidders are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing in sufficient time to permit a written response and, if required, will be provided to all prospective bidders, prior to bid opening. Oral explanations or instructions given by any County agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the County.

The obligations of Palm Beach County under this award are subject to the availability of funds lawfully appropriated for its purpose.

2. LEGAL REQUIREMENTS

a. COMPLIANCE WITH LAWS AND CODES: Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Bidder certifies that all products (materials, equipment, processes, or other items supplied in response to this bid) contained in its bid meets all ANSI, NFPA and all other Federal and State requirements. Bidder further certifies that, if it is the successful bidder, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the bidder.

In compliance with Chapter 442, Florida Statutes, any toxic substance resulting from this bid shall be accompanied by a properly completed Material Safety Data Sheet (MSDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful bidder and Palm Beach County for any terms and conditions not specifically stated in the Invitation for Bid.

b. DISCRIMINATION PROHIBITED: Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The successful bidder is prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity and expression.

c. INDEPENDENT CONTRACTOR RELATIONSHIP: The successful bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

d. CRIMINAL HISTORY RECORDS CHECK ORDINANCE: Pursuant to Ordinance 2003-030, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County shall conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees and subcontractors of vendors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as may be amended. The bidder is solely responsible for understanding the financial, schedule, and staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance of this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

e. PUBLIC ENTITY CRIMES: F.S. 287.133 requires Palm Beach County to notify all bidders of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be

awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

SCRUTINIZED COMPANIES (WHEN CONTRACT VALUE IS GREATER THAN $1 MILLION): As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance of this Invitation for Bid, the BIDDER certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the County determines, using credible information available to the public, that a false certification has been submitted by BIDDER, the resulting Contract from this Invitation for Bid may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

f. NON-COLLUSION: Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor bid list(s), and/or debarment or suspension from doing business with Palm Beach County.

g. LOBBYING: Bidders are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a bidder or anyone representing the bidder from communicating with any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract regarding its bid, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date/time of the deadline for submission of the bid, and terminates at the time that the Board of County Commissioners, or a County Department authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

Bidders may, however, contact any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract, via written communication i.e., facsimile, e-mail or U.S. mail.

Violations of the "Cone of Silence" are punishable by a fine of $250.00 per violation.

h. CONFLICT OF INTEREST: All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, all bidders shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.

i. SUCCESSORS AND ASSIGNS: The County and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the County nor the successful bidder shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

j. INDEMNIFICATION: Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and/or resultant contract.

k. PUBLIC RECORDS: Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential. All submitted information that the responding bidder believes to be confidential and exempt from disclosure (i.e., a trade secret, etc) must be specifically identified as such. Upon receipt of a public records request for information the bidder has designated as a trade secret or as otherwise exempt from Section 119.07, F.S., a determination will be made whether the identified information is, in fact, confidential.

l. INCORPORATION, PRECEDENCE, JURISDICTION: This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Palm Beach County and the contractual obligations shall be interpreted according to the laws of Florida.

m. LEGAL EXPENSES: The County shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.

3. BID SUBMISSION

a. SUBMISSION OF RESPONSES: **All bid responses must be submitted on the provided Invitation for Bid "Response" Form.** Bid responses on vendor letterhead/quotation forms shall not be accepted. **Responses must be typewritten or written in ink,** and must be signed in ink by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.** Bid responses are to be submitted to the Palm Beach County Purchasing Department no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the bid number for proper handling.

b. CERTIFICATIONS, LICENSES AND PERMITS: Unless otherwise directed in sub-paragraph d. (Local Preference) or the Special Conditions of this bid, bidder should include with its bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder shown on the bid response page. It shall also be the responsibility of the successful bidder to maintain a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete this contractual service at no additional cost to Palm Beach County. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder in the response. It is the responsibility of the successful bidder to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

c. SBE BID DOCUMENT LANGUAGE

Item 1 - Policy

It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods, services and construction to the County. To that end, the Board of County Commissioners adopted a Small Business Ordinance which is codified in Sections 2-80.21 through 2-80.34 (as amended) of the Palm Beach County Code, which sets forth the County's requirements for the SBE program, and is incorporated in this solicitation. Compliance with the requirements contained in this section shall result in a bidder being deemed responsive to SBE requirements. The provisions of this Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

All bidders hereby assure that they will meet the SBE participation percentages submitted in their respective bids with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidders agree to provide any additional information requested by the County to substantiate participation.

The successful bidder shall submit an SBE-M/WBE Activity Form (Schedule 3) and SBE-M/WBE Payment Certification Forms (Schedule 4) with each payment application. Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted. The SBE-M/WBE Activity Form is to be filled out by the Prime Contractor and the SBE-M/WBE Payment Certification Forms are to be executed by the SBE or M/WBE firm to verify receipt of payment.

Item 8 - SBE Substitutions
After contract award, the successful bidder will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBE's in order to maintain the SBE percentages submitted with the bid. Requests for substitutions must be submitted to the user Department and OSBA.

d. LOCAL PREFERENCE ORDINANCE: In accordance with the Palm Beach County Local Preference Ordinance, a preference will be given to (1) bidders having a permanent place of business in Palm Beach County; (2) bidders having a permanent place of business in the Glades that are able to provide the goods or services within the Glades

a. Glades Local Preference: Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Glades Local Preference is given when a Glades business offers to provide the goods or services that will be procured for use in the Glades. If the lowest responsive, responsible bidder is a non-Glades business, all bids received from responsive, responsible Glades businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Glades Local Preference is calculated only for the purpose of determining local preference.

b. Local Preference: Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Local Preference is given to bidders having a permanent place of business in Palm Beach County. If the lowest responsive, responsible bidder is a non-local business, all bids received from responsive, responsible local businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Local Preference is calculated only for the purpose of determining local preference.

c. To receive a Glades Local Preference or a Local Preference (collectively referred to as "local preference"), a bidder must have a permanent place of business in existence prior to the County's issuance of this Notice of Solicitation/Invitation for Bid. A permanent place of business means that the bidder's headquarters is located in Palm Beach County or in the Glades, as applicable; or, the bidder has a permanent office or other site in Palm Beach County or in the Glades, as applicable, where the bidder will produce a substantial portion of the goods or services to be purchased. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless the bidder is exempt from the business tax receipt requirement by law, and will be used to verify that the bidder had a permanent place of business prior to the issuance of this Notice of Solicitation/Invitation for Bid. In addition, the attached "Certification of Business Location" and Business Tax Receipt must accompany the bid at the time of bid submission. The Palm Beach County Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder/proposer to not receive a local preference.

e. DRUG FREE WORKPLACE CERTIFICATION: In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by Palm Beach County.

f. CONDITIONED OFFERS: Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.

g. PRICING:

(1) Prices offered must be the price for new merchandise and free from defect. Unless specifically requested in the bid specifications, any bids containing modifying or escalation clauses shall be rejected.

(2) The price offered must be in accordance with the unit of measure provided on the bid response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your bid.

(3) All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

(4) Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid opening to allow for evaluation and award.

(5) Bidder warrants by virtue of bidding that prices shall remain firm for the initial and any subsequent term unless modified by a special condition.

(6) In the event of mathematical error(s), the unit price shall prevail and the bidder's total offer shall be corrected accordingly. **BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED IN INK BY THE BIDDER PRIOR TO BID OPENING. IF THE CORRECTION IS NOT PROPERLY INITIALED, OR IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE BID SHALL BE REJECTED.**

(7) Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.

h. SUBMITTING NO BID or NO CHARGE: Bidders not wishing to bid on some items sought by this solicitation should mark those items as "no bid." If some items are to be offered at no charge, bidders should mark those items as "no charge." Items left blank shall be considered a "no bid" for that item, and the bid shall be evaluated accordingly. Bidders who do not wish to submit bids on any item in this solicitation, should return a "Statement of No Bid" in an envelope plainly marked with the bid number and marked "NO BID."

i. ACCEPTANCE/REJECTION OF BIDS: Palm Beach County reserves the right to accept or to reject any or all bids. Palm Beach County also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform.

Palm Beach County reserves the right to reject any offer or bid if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the County, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Director, citing the basis for the determination.

Although preferences will not be extended to certified M/WBEs, unless otherwise provided by law, businesses eligible for certification as an M/WBE are encouraged to maintain their certification in order to assist in the tracking of M/WBE availability and awards of contracts to M/WBEs. This information is vital to determining whether race and gender neutral programs assist M/WBE firms or whether race and gender preferences are necessary in order to address any continued discrimination in the market.

Item 2 - SBE Goals
The County has established a minimum goal of 15% SBE participation for all County solicitations, inclusive of all alternates and change orders. This goal is a minimum, and no rounding will be accepted.

Item 3 - Ranking of Responsive Bidders
Bidders who meet the SBE goal will be deemed to be responsive to the SBE requirement.

a. In evaluating competitive bids or quotes between $1,000 and one million dollars ($1,000,000) where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirement as long as the bid does not exceed the low bid amount by 10%.
In the event there are no bidders responsive to the SBE requirement, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, as long as the bid does not exceed the low bid amount by ten percent (10%).

b. In evaluating bids in excess of one million dollars ($1,000,000), where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirements provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars ($100,000) plus three percent (3%) of the total bid in excess of one million dollars ($1,000,000). In the event there are no bidders responsive to the SBE goal, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars ($100,000) plus three percent (3%) of the total bid in excess of one million dollars ($1,000,000).

Item 4 - Bid Submission Documentation
SBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 and Schedule 2, listing the work to be performed by their own workforce, as well as the work to be performed by any SBE subcontractor. Failure to include this information on Schedule 1 will result in the participation by the SBE prime bidders own workforce NOT being counted towards meeting the SBE goal. This requirement applies even if the SBE contractor intends to perform 100% of the work with their own workforce.

Bidders are required to submit with their bid the appropriate SBE-M/WBE schedules in order to be deemed responsive to the SBE requirements. SBE-M/WBE documentation to be submitted is as follows:

Schedule 1 - List of Proposed SBE and M/WBE Participation
This list shall contain the names of the SBE Prime SBE and subcontractors intended to be used in performance of the contract, if awarded. This schedule shall also be used if an SBE prime bidder is utilizing ANY subcontractors.
(Only Job Order Contracting (JOC) contracts and Task Authorizations for annual contracts may be excluded from this requirement.)

Schedule(s) 2 - Letter(s) of Intent to Perform as an SBE or M/WBE Subcontractor
A Schedule 2 shall be completed by the SBE Prime. A Schedule 2 shall be completed and signed by the proposed SBE subcontractor listed on Schedule 1. SBE Primes and SBE Subcontractors shall specify the type of work to be performed, the cost and/or percentage. If the SBE intends to subcontract any portion of the job to another certified SBE, or non-SBE, they are required to list the amount and the name of the subcontractor on this form. The Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor. Additional sheets may be used as needed. In lieu of a Schedule 2, a detailed responsive proposal may be acceptable.

Item 5 - SBE Certification
Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward the established SBE goals. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed SBE; therefore, it is recommended that bidders visit the on-line Vendor Directory at www.pbcgov.org/osba to verify SBE certification.

Item 6 - Counting SBE Participation (and M/WBE Participation for Tracking Purposes)

a. Once a firm is determined to be an eligible SBE according to the Palm Beach County certification procedures, the County or the Prime may count toward its SBE goals only that portion of the total dollar value of a contract performed by the SBE. Prior to issue, total dollar value of a contract will be determined by the PBC user department by defining factors to be considered as value. Total dollar value of retail contracts shall be determined by Gross Receipts.

b. The County may count toward its SBE goals the total value of a contract awarded to an eligible SBE firm that subsequently is decertified or whose certification has expired after a contract award date or during the performance of the contract.

c. The County or Prime may count toward its SBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the SBE partner in the joint venture.

d. The County or Prime may count toward its SBE goal the entire expenditures for materials and equipment purchased by an SBE subcontractor, provided that the SBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

e. The County or Prime may count the entire expenditure to an SBE manufacturer (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).

f. The County or Prime may count sixty percent (60%) of its expenditure to SBE suppliers/distributors that are not manufacturers.

g. The County or Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor.

h. The County or Prime may only count toward its SBE goal the goods and services in which the SBE is certified and performs with its own forces.

Item 7 - Responsibilities After Contract Award

Schedule 3 – SBE-M/WBE Activity Form
This form shall be submitted by the prime contractor with each payment application when SBE subcontractors are utilized in the performance of the contract. This form shall contain the names of all SBE subcontractors, specify the subcontracted dollar amount for each subcontractor and show amount drawn and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

Schedule 4 – SBE-M/WBE Payment Certification
A Schedule 4 for each SBE sub shall be completed and signed by the proposed SBE after receipt of payment from the Prime. If a SBE subcontractor intends to disburse any funds associated with this payment to any subcontractor for labor provided on this contract, the amount and name of the subcontractor must be listed on this form. In addition, if the named subcontractor is a certified SBE, then a Schedule 4 shall be completed and signed by the named SBE after receipt of payment from the SBE subcontractor. When applicable, the Prime shall submit this form with each application submitted to the County for payment to document payment issued to a sub in the performance of the contract.

j. NON-EXCLUSIVE: The County reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Palm Beach County reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.

k. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES: Palm Beach County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

l. PERFORMANCE DURING EMERGENCY: By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach County shall be given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to Palm Beach County during and after the emergency at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Bidder shall furnish a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute breach of contract and make the bidder subject to sanctions from doing further business with the County.

m. SALES PROMOTIONS / PRICE REDUCTIONS: Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful bidder shall extend to the County the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to Palm Beach County. Additionally, anytime after award, the successful bidder may offer a reduced price which shall remain in effect for the duration of the contract.

n. GUA PURCHASES UNDER $100,000: Pursuant to Section 2-54(f)(11), Palm Beach County Code, purchases under $100,000 made for the Glades Utility Authority "GUA" may be awarded only to those vendors located in the Glades, as defined in the Palm Beach County Code. It is the County's intent to award this solicitation to the lowest, responsive, responsible bidder located in the Glades. However, if no response is received from a vendor located in the Glades, the good or service shall be re-solicited to all vendors and awarded to the lowest, responsive, responsible bidder.

4. BID OPENING/AWARD OF BID

a. OBSERVING THE PUBLISHED BID OPENING TIME: **The published bid opening time shall be scrupulously observed.** It is the sole responsibility of the bidder to ensure that their bid arrives in the Purchasing Department prior to the published bid opening time. Any bid delivered after the precise time of bid opening shall not be considered, and shall be returned to the bidder unopened if bidder identification is possible without opening. Bid responses by telephone, electronics, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid opening time.

b. POSTING OF AWARD RECOMMENDATION: Recommended awards shall be publicly posted for review, at the Purchasing Department and on the Purchasing Department website at www.pbcgov.com/purchasing prior to final approval, and shall remain posted for a period of five (5) business days. Bidders desiring a copy of the bid posting summary may request same by enclosing a self-addressed, stamped envelope with their bid. The official posting on the Purchasing Department website shall prevail if a discrepancy exists between the referenced listings.

c. PROTEST PROCEDURE: Protest procedures are provided in the Palm Beach County Purchasing Code. Protests must be submitted in writing, addressed to the Director of Purchasing, via hand delivery, mail or fax to 561/242-6705. Protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Purchasing Department. Failure to file protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of proceedings under the referenced County Code.

5. CONTRACT ADMINISTRATION

a. DELIVERY AND ACCEPTANCE: Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and delivery dates must be met. Should the successful bidder fail to deliver on or before the stated dates, the County reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items, determined that they appear to fully comply with specifications. The Board of County Commissioners may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the County's specifications or performance standards.

b. FEDERAL AND STATE TAX: Palm Beach County is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the successful bidder, upon request. Successful bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are successful bidders authorized to use the County's Tax Exemption Number in securing such materials.

c. PAYMENT: Payment shall be made by the County after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation.

d. CHANGES: The Director of Purchasing, Palm Beach County, by written notification to the successful bidder may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful bidder shall not amend any provision of the contract without written notification to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Board of County Commissioners.

e. DEFAULT: The County may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates this contract in whole or in part because of default of the successful bidder, the County may procure goods and/or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the successful bidder was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience."

f. TERMINATION FOR CONVENIENCE: The Director of Purchasing may, whenever the interests of the County so require, terminate the contract, in whole or in part, for the convenience of the County. The Director of Purchasing shall give five (5) days prior written notice of termination to the successful bidder, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful

bidder has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the successful bidder shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the successful bidder shall terminate outstanding orders and/or subcontracts related to the terminated work.

g. ACCESS AND AUDITS: The bidder shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the bidder's place of business.

6. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS:

Pursuant to Palm Beach County Code, Section 2-421 – 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

7. BUSINESS INFORMATION:

If bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

THIS IS THE END OF "GENERAL CONDITIONS."

SPECIAL CONDITIONS

8. GENERAL /SPECIAL CONDITION PRECEDENCE

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

9. POST AWARD MEETING

Within two (2) days after receipt of notification of project to be started, successful bidder shall meet with Palm Beach County Project Supervisor as listed on the delivery order (DO) to arrange meeting to discuss job procedures and scheduling.

10. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the goods and/or service specified. The bidder shall, upon request, promptly furnish the County sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The bidder should submit the following information with their bid response; however, if not included, it shall be the responsibility of the bidder to submit all evidence, as solicited, within a time frame specified by the County (normally within two working days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause for rejection of their bid. **Information submitted with a previous bid shall not satisfy this provision.**

A. List a minimum of three (3) references in which similar goods and/or services have been provided within the past three (3) years including scope of work, contact names, addresses, e-mail addresses, telephone numbers and dates of service on the attached reference sheet included herein. A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. **DO NOT** list persons who are unable to answer specific questions regarding the requirement.

11. AWARD (ITEM-BY-ITEM)

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder on an item-by-item basis. The County reserves the right to reject bids which would result in an award which is financially disadvantageous to the County. An award may be considered financially disadvantageous when it would result in an award to a bidder for less than $1,000, or when it would result in awards of multiple small fragments. This policy is predicated on avoidance of increased administrative costs and operational complexity.

12. PRIMARY AND SECONDARY DESIGNATION

Palm Beach County reserves the right to make multiple awards for this solicitation. In the event that this right is exercised, the lowest responsive, responsible bidder shall be designated primary awardee and the next lowest responsive, responsible bidder shall be designated secondary awardee. The primary awardee shall be given the first opportunity to perform. The secondary awardee shall be contacted only after the primary awardee has refused to perform. The primary awardee is expected to perform all work offered to them, unless they are unable to perform it for lack of resources or technical ability. The primary awardee may be found in default of this contract if it declines more than 10 % of the offered work, or if it establishes a pattern of accepting only the more desirable work and declining the less desirable work. Additionally, if during the term of the contract the primary awardee is found in default of the contract; does not agree to renew the contract; or unilaterally terminates the contract, the rights, duties, and obligations of the primary awardee shall be offered to the secondary awardee and awarded upon mutual agreement.

13. METHOD OF ORDERING (TERM CONTRACT)

A contract shall be issued for a term of twenty-four (24) months or until the estimated amount is expended, at the discretion of the County. The County will order on an "as needed" basis.

14. F.O.B. POINT

The F.O.B. point shall be destination. Exact delivery point will be indicated on the term contract delivery order (DO). Bid responses showing other than F.O.B. destination shall be rejected.

15. RESPONSE TO SITE

Equipment with operator **shall** be required to arrive on site within **forty-eight (48) hours** after receipt of delivery order (DO) unless a modified delivery date has been requested by the successful bidder and **approved in writing** by the designated County Project Supervisor in advance. **On-Site / Start times SHALL be strictly adhered to without deviation.** Failure of the successful bidder to perform to this requirement is sufficient cause for default and termination of the Contract.

16. PAYMENT

Equipment with operator shall be available on an "as needed basis" with no guarantee by the County of the amount of use. However, any item of equipment awarded at the hourly rate which is called out for a period of less than four (4) hours, per site, shall be compensated for a minimum of four (4) hours. "Down time" and transportation to another site in Palm Beach County is not to be computed as rental time and will not be compensated for.

17. ESTIMATED EXPENDITURES

The anticipated term of the contract to be awarded as a result of this bid is for twenty-four (24) months. The anticipated value during the contract term is $1,900,000.00. Palm Beach County reserves the right to increase or decrease the anticipated value as necessary to meet actual requirements, and to rebid for the contracted goods and services at any time after the anticipated value of this contract has been reached, notwithstanding that the anticipated term has not been completed.

18. RENEWAL OPTION

The successful bidder shall be awarded a contract for twenty-four (24) months with the option to renew for three (3) additional twelve (12) month periods. The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. Any renewal shall be subject to the appropriation of funds by the Board of County Commissioners. A renewal shall be revoked if a vendor is suspended by the Purchasing Department prior to the commencement of the renewal period.

19. INFORMATION AND DESCRIPTIVE LITERATURE (Brand Name "or equal")

(Items #1, #2, #3, #4, #5, #7, #8, #9, #10, #14, #15, #16, #18, #20, #21 and #26)

Unless otherwise stated in these specifications, any manufacturer's names, trade names, brand names, information or catalog numbers listed in this specification are for information and not intended to limit competition. When the phrase "or equal" is used, the bidder may offer any brand/manufacturer for which they are an authorized dealer/distributor/reseller, which meets or exceeds the specifications for any item listed in the bid. Bidder **shall** enter the manufacturer and manufacturer part number on the bid response page. **If a bidder enters "as specified", "same as above", or any wording other than the manufacturer and model number, and does not fill in the manufacturer offered and model number offered for any item, the bid shall be rejected.** Unless offering the specified manufacturers(s)/model(s), the bidder **shall** submit with their bid response, manufacturer cut sheets, sketches, descriptive literature and/or complete specifications for said item(s). Literature shall provide sufficient detail to verify compliance to bid specifications. **The failure of the descriptive literature to show that the item(s) offered conforms to the requirements of this solicitation shall result in the rejection of the bid.** Reference to literature submitted with a previous bid or literature which has been created by any entity other than the manufacturer shall not satisfy this provision. The County reserves the sole right to determine acceptance of offered item (s) as an approved equal.

20. INFORMATION AND DESCRIPTIVE LITERATURE

(Items #6, #11, #12, #13, #17, #19, #22, #23, #24, #25, #27, #28, #29, #30, #31, #32 and #33)

Bidder **shall** enter the manufacturer and manufacturer part number on the bid response page, if applicable. **If a bidder enters "as specified", "same as above", or any wording other than the manufacturer and model number, and does not fill in the manufacturer offered and model number offered for any item, the bid shall be rejected.** Additionally, the bidder **shall** submit with their bid response, manufacturer cut sheets, sketches, descriptive literature and/or complete specifications for said item(s). Literature shall provide sufficient detail to verify compliance to bid specifications. **The failure of the descriptive literature to show that the item(s) offered conforms to the requirements of this solicitation shall result in the rejection of the bid.** Reference to literature submitted with a previous bid or literature which has been created by any entity other than the manufacturer will not satisfy this provision. The County reserves the sole right to determine acceptance of offered item(s).

21. INSURANCE REQUIRED

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Purchasing Department, Attention Buyer, 50 South Military Trail, Suite 110, West Palm Beach, Florida 33415. Subsequently, the successful bidder shall, during the term of the Contract, and prior to each renewal thereof, provide evidence of insurability to CertFocus at www.certfocus.com or fax (561) 666-6041, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

Commercial General Liability Insurance. Successful bidder shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than $500,000 Each Occurrence for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed. **This coverage shall be endorsed to include Palm Beach County as an Additional Insured.**

Business Auto Liability Insurance. Successful bidder shall maintain Business Auto Liability Insurance at a limit of liability not less than $500,000 Combined Single Limit Each Accident for all owned, non-owned, and hired automobiles. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.) In the event successful bidder neither owns nor leases automobiles, the Business Auto Liability requirement shall be amended allowing successful bidder to maintain only Hired & Non-Owned auto Liability. If vehicles are acquired throughout the term of the contract, bidder agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

Workers' Compensation and Employer's Liability Insurance. Successful bidder shall maintain Workers' Compensation & Employer's Liability Insurance in accordance with Florida Statute Chapter 440.

The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the successful bidder in the types and amounts required hereunder shall be transmitted to the County via the Insurance Company/Agent within a time frame specified by the County (normally within 2 working days of request). Failure to provide required insurance shall render your bid non responsive.

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional liability, when applicable), said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include Palm Beach County as an Additional Insured.

Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. It is the responsibility of the successful bidder to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract. All insurance must be acceptable to and approved by County as to form, types of coverage and acceptability of the insurers providing coverage. Bidder shall agree that all insurance coverage required herein shall be provided by Bidder to County on a primary basis.

SPECIFICATIONS
BID #13-012/CC

HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT

PURPOSE AND INTENT

The sole purpose and intent of this Invitation for Bid (IFB) is to secure firm, fixed pricing and establish a term contract for the rental of various heavy equipment with operators, to be used by various departments throughout Palm Beach County, as specified herein. Equipment shall be available on an "as needed basis" with no guarantee by the County of the amount of usage.

GENERAL:

PALM BEACH COUNTY PROJECT SUPERVISOR:

This contract shall be administered on the County's behalf by a designated Palm Beach County Project Supervisor for each County department, which shall have responsibility to ensure compliance with contract requirements, such as, but not limited to, acceptance, inspection and delivery. The Palm Beach County Project Supervisor shall serve as liaison between the Palm Beach County Purchasing Department and the successful bidder(s). All questions arising under this agreement should be addressed to the Purchasing Department.

PROSECUTION OF THE WORK:

The successful bidder will be required to prosecute the work **uninterrupted**, in such a manner, with sufficient labor and equipment so as to ensure that projects, as defined and agreed upon, are completed within the framework of this contract. Unless modified, in writing, by a designated Palm Beach County Project Supervisor, **on-site/start times shall be strictly adhered to** without deviation. Equipment will **not** be **substituted** without prior written approval from the designated Palm Beach County Project Supervisor. Equipment operators must be fully licensed and competent in the use of the assigned equipment. Successful bidder shall provide proof of operator's appropriate license and experience, if requested, by the Palm Beach County Project Supervisor. Failure to comply with any of these requirements is sufficient cause to terminate contract because of default by the successful bidder.

EQUIPMENT:

The successful bidder will be responsible for repairs and maintenance of its equipment. The equipment will be operated by the successful bidder and kept in good working condition, including, but not limited to grease, oil, parts and fuel as necessary until successful bidder is notified of removal from County property.

All equipment shall meet or exceed OSHA, ANSI and all additional state and federal safety requirements.

It shall be the successful bidder's responsibility to ensure that all equipment used shall be properly maintained in order to protect the operator and the public. Any equipment inoperable, unsafe, or improper for desired use shall be removed from the job site. Equipment supplied by the successful bidder shall be designed for, or suited to, the task for which it is to be used.

The Palm Beach County Project Supervisor shall have the right to inspect and request the removal of equipment that, in their opinion, is unsafe for use, in order to protect the public, and job sites from damage. Any equipment which is inoperable shall be removed from the job site immediately. Failure of the successful bidder to remove defective equipment may result in the termination of this contract. Under no circumstances, shall any equipment belonging to the successful bidder be left on the job site for longer than the end of the project. Palm Beach County will not be responsible for any equipment left on its premises.

EMPLOYEES:

Persons employed by the successful bidder in the performance of services pursuant to this bid award shall be not less than eighteen (18) years of age. Said employees shall not be considered employees of the County, shall be independent thereof and shall have no claim against the County as to pension, workers compensation, unemployment compensation, insurance, salary, wages or other employee rights or privileges granted by operation of law or by Palm Beach County. Said employees

shall conduct themselves in a professional manner at all times while at the work site. Any conduct deemed inappropriate by the designated Palm Beach County Project Supervisor, such as offensive gestures, mannerisms, or language, shall serve as a basis for immediate removal from the work site.

Personnel employed either directly or indirectly by the successful bidder that are deemed to be incompetent, inept or unfit to perform the work in the opinion of the designated Palm Beach County Project Supervisor shall be promptly removed from the work under this Contract and such person shall not again be employed on the project. Failure of the successful bidder to remove incompetent personnel may result in the termination of this contract. Duly appointed representatives may be utilized under this contract, to observe personnel employed and the general performance of the contract. The designated Palm Beach County Project Supervisor will not be authorized to revoke, alter, enlarge or relax the conditions of these specifications.

ATTIRE:

Successful bidder shall provide and ensure the wearing of safety and protective clothing, masks, eye protection, etc., as required by laws, regulations, ordinances, and/or manufacturer's instructions for equipment. Successful bidder employees shall be in company uniform during the performance of contract duties.

RESPONSE TIME:

Successful bidder's designated supervisor shall respond to all calls within one (1) hour of notification by the designated Palm Beach County Project Supervisor, Monday through Friday, 7:00 a.m. – 5:00 p.m.

SUSPENSION OF THE WORK:

The designated Palm Beach County Project Supervisor shall have the authority to suspend the work for the following reasons: (a) default of the successful bidder; (b) unfavorable weather conditions; c) mechanical failure of loading, hauling, digging or spreading equipment being used in the prosecution, both of the work under this contract and the work being done by County forces adjunctive thereto; (d) or any other condition which, in the judgment of the designated Palm Beach County Project Supervisor makes it impractical to secure first-class results.

BASE RATE:

Hourly Rate

Compensation shall be paid at the "base" hourly rate (equipment with operator) for actual time worked, 24 hours a day, 365 days per year. Equipment which remains on site, without operator, for the convenience of the successful bidder will not be compensated. The County will not be charged for mobilization, demobilization, transportation, fuel, or any other incidental expense related to the performance of this contract. All costs to be charged to the County for the performance of this contract must be included in the "base" hourly rate offered by the bidder.

Projects started prior to the termination of this contract will be allowed an additional thirty (30) days for completion.

The Palm Beach County Project Supervisor or designee shall review and approve successful bidder's "Daily Billing Ticket" to verify actual hours worked by the piece of equipment with operator.

PAYMENT:

Invoices for payment will be submitted on a monthly basis for the duration of the contract. Payment will be made by the County after services have been received, accepted and properly invoiced.

SERVICE TICKETS:

Each service ticket will verify the piece of equipment with operator to be rented. The Palm Beach County Project Supervisor or designee shall review and approve successful bidder's "Billing Ticket" to verify.

NON-PERFORMANCE OF SERVICES: Successful bidder's non-performance shall be considered to have occurred when services in an area were not performed in accordance with the terms, conditions, and specifications of this solicitation.

In the event of non-performance by the successful bidder, the Palm Beach County Project Supervisor shall have the right, with concurrence from the Purchasing Department, to remedy by the following method:

1. The County shall notify the successful bidder (via telephone) of non-performance and allow the successful bidder to correct such item(s) of non-performance. Corrective action for non-performance must be approved and completed within twenty-four (24) hours of notification by the successful bidder. The County shall make no monetary deductions if corrective actions are taken within twenty-four (24) hours of notification. If successful bidder does not correct non-performance within the twenty-four (24) hours, a vendor performance report may be issued and/or a meeting may be scheduled with all parties. A vendor performance report may be issued in instances where repetitive non-performance incidents are occurring and/or non-performance has not been corrected in the allocated time frame.

2. A report of non-performance will be forwarded to the Purchasing Department for appropriate action. If necessary, a meeting will be set up between the parties to reinforce the requirements of the contract in order to avoid repeat non-performance.

   The County may correct the item of non-performance by any means it deems necessary. Direct cost incurred by the County for the correction shall be deducted from payments made to the successful bidder.

   The County shall make no monetary deductions if corrective actions are taken within twenty-four (24) hours of notification.

   If the successful bidder has been determined to be non-compliant to any of the terms, conditions, and specifications as stated in the contract, the Director of Purchasing may find the successful bidder in default.

BID RESPONSE
BID #13-012/CC

HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT

ITEM NO.	DESCRIPTION	HOURLY RENTAL RATE W/OPERATOR
1.	Tractor Bulldozer, 70-80 HP, Caterpillar D3K, or equal Make offered:_____ Model offered:_____	$_____
2.	Tractor Bulldozer, 115-125 HP, Caterpillar D-5N, or equal Make offered:_____ Model offered:_____	$_____
3.	Tractor Bulldozer, 230-240 HP, Caterpillar D-7E, or equal Make offered:_____ Model offered:_____	$_____
4.	Tractor Bulldozer, 300-350 HP, 75-90K lb. operating weight, Caterpillar D8 or Allis Chalmers HD21, or equal Make offered:_____ Model offered:_____	$_____
5.	Tractor Bulldozer, 300-350 HP, 75-90K lb. operating weight, Caterpillar D8 or Allis Chalmers HD21, or equal, with rake, 3 tines of 42" or more in length and spaced 36" or less apart Make offered:_____ Model offered:_____	$_____
6.	Truck Crane, 3/4 cu. yd. capacity Make offered:_____ Model offered:_____	$_____
7.	Truck Crane, 26 ton capacity, hydraulic maximum lift 52,850 lb., boom length 31-103 ft., outriggers 157 ft., Altec AC 26-103S, or equal Make offered:_____ Model offered:_____	$_____
8.	Truck Crane, 38 ton capacity, hydraulic maximum lift 76,000 lb., boom length 31-127 ft., outriggers 192 ft., Altec AC 38-127S, or equal Make offered:_____ Model offered:_____	$_____

Continued....

FIRM NAME:_____

BID RESPONSE
BID #13-012/CC

HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT

ITEM NO.	DESCRIPTION	HOURLY RENTAL RATE W/OPERATOR
9.	Friction Lattice Boom Crane, 40 ton, American 4460 or Linkbelt, or equal Make offered:_____ Model offered: _____	$_____
10.	Friction Lattice Boom Crane, 60 ton, American 5510, or equal Make offered:_____ Model offered: _____	$_____
11.	Truck, 45 foot flatbed trailer with tractor Make offered:_____ Model offered: _____	$_____
12.	Truck, 45 foot flatbed trailer with tree bar and tractor Make offered:_____ Model offered: _____	$_____
13.	Dragline Excavator, 4 ½ cu. yd. capacity Make offered:_____ Model offered: _____	$_____
14.	Front End Loader, 135HP, minimum 3 cu. yd. capacity, Case 621-D, or equal Make offered:_____ Model offered: _____	$_____
15.	Front End Loader, 250-275HP, minimum 5 yd. capacity, John Deere 744 or Case 921, or equal Make offered:_____ Model offered: _____	$_____
16.	Front End Loader, 250-275HP, minimum 5yd. capacity, with root rake, John Deere 744 or Case 921, or equal Make offered:_____ Model offered: _____	$_____

Continued....

FIRM NAME:_____

BID RESPONSE
BID #13-012/CC

HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT

ITEM NO.	DESCRIPTION	HOURLY RENTAL RATE W/OPERATOR
17.	Loader, front end with tree spade, minimum 200HP, 80 to 90 inch Make offered:_____ Model offered: _____	$_____
18.	Combination Backhoe/Loader, 1 cu. yd. capacity, 4 wheel drive, John Deere 310 or Case 580, or equal Make offered:_____ Model offered: _____	$_____
19.	Crawler Tractor Hydraulic Backhoe, 3/4 cu. yd. capacity, tract width: 30"; length: 11'; maximum weight: 30,000 lbs.; minimum lifting capacity: 2,500 lbs., shall operate off mats Make offered:_____ Model offered: _____	$_____
20.	"TRACK TYPE" Backhoe, 45-48K lbs. 1.5 cu. yd. capacity, John Deere 200LC or Case CX210, or equal Make offered:_____ Model offered: _____	$_____
21.	"TRACK TYPE" Backhoe, 72-80K lb. 3 cu. yd. capacity, John Deere 330LC or Case CX330, or equal Make offered:_____ Model offered: _____	$_____
22.	Water Truck with spray hose, 2000 gal. capacity for watering trees Make offered:_____ Model offered: _____	$_____
23.	Tri-axle Dump Truck, 18 cu. yd. Make offered:_____ Model offered: _____	$_____
24.	Tractor, minimum 70HP, with 6' box blade for grading Make offered:_____ Model offered: _____	$_____

Continued....

FIRM NAME:_____

BID RESPONSE
BID #13-012/CC

HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT

ITEM NO.	DESCRIPTION	HOURLY RENTAL RATE W/OPERATOR
25.	Hydraulic Excavator, minimum 175HP, with independently powered rotating drum type mulcher Make offered:_____ Model offered:_____	$_____
26.	Tub Grinder, Diamond Z Model #1463, or equal Make offered:_____ Model offered:_____	$_____
27.	Articulated Off-Road Dump Truck, 4WD, 25 ton minimum bed capacity Make offered:_____ Model offered:_____	$_____
28.	Articulated Off-Road Dump Truck, 6WD, 40 ton minimum bed capacity with tailgate Make offered:_____ Model offered:_____	$_____
29.	Heavy Duty Loader, or equivalent, with drum shredder head attachment, minimum 300 horsepower, minimum 6-feet cutting head width, not to exceed 42,000 lbs. total weight Make offered:_____ Model offered:_____	$_____
30.	Medium Duty Loader, or equivalent, with drum shredder head attachment, minimum 225 horsepower, minimum 6-feet cutting head width, not to exceed 35,000 lbs. total weight Make offered:_____ Model offered:_____	$_____
31.	Medium/Light duty skid steer Loader or equivalent, with drum shredder head attachment, minimum 130 horsepower, minimum 4-feet cutting head width, not to exceed 15,000 lbs. total weight Make offered:_____ Model offered:_____	$_____
32.	Light duty tracked Loader or equivalent, with drum shredder head attachment, maximum 100 horsepower, minimum 5-feet cutting head width, not to exceed 12,000 lbs. total weight Make offered:_____ Model offered:_____	$_____

Continued....

FIRM NAME:_____

BID RESPONSE
BID #13-012/CC

HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT

ITEM NO.	DESCRIPTION	HOURLY RENTAL RATE
33.	Hydraulic Submersible Pump, 6 inch, with 200 foot discharge (deliver/unload/pickup) (equipment rental only) Make offered:_____ Model offered:_____	$_____ (equipment only – no operator required)

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Is Qualification of Bidders Information included, per Term and Condition #10? **YES_____< INITIAL**

Is Information and Descriptive Literature included, per Terms & Conditions #19 & #20? **YES_____< INITIAL**

*** PLEASE AFFIX SIGNATURE WHERE INDICATED**
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

Per General Term and Condition #7, if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

FIRM NAME: **(Enter the entire legal name of the bidding entity)**	DATE:
*** SIGNATURE:** _____	PRINT NAME: PRINT TITLE:
ADDRESS: _____	
CITY / STATE: _____	ZIP CODE: _____
TELEPHONE # ( ) TOLL FREE # ( )	E-MAIL: FAX #: ( )
APPLICABLE LICENSE(S) NUMBER # _____	TYPE: _____
FEDERAL ID # _____	

QUALIFICATIONS OF BIDDERS
REFERENCES FOR SOLICITATION #13-012/CC

List references in accordance with qualifications of bidder, when applicable.

CUSTOMER NAME: _____
(PLEASE PRINT OR TYPE)

ADDRESS: _____
(PLEASE PRINT OR TYPE)

PHONE NUMBER: ( ) _____ FAX NUMBER: ( ) _____ E-MAIL: _____

CONTACT NAME: _____
(PLEASE PRINT OR TYPE)

SCOPE OF WORK: _____
(PLEASE PRINT OR TYPE)

_____

_____

START DATE: _____ END DATE: _____

CUSTOMER NAME: _____
(PLEASE PRINT OR TYPE)

ADDRESS: _____
(PLEASE PRINT OR TYPE)

PHONE NUMBER: ( ) _____ FAX NUMBER: ( ) _____ E-MAIL: _____

CONTACT NAME: _____
(PLEASE PRINT OR TYPE)

SCOPE OF WORK: _____
(PLEASE PRINT OR TYPE)

_____

_____

START DATE: _____ END DATE: _____

CUSTOMER NAME: _____
(PLEASE PRINT OR TYPE)

ADDRESS: _____
(PLEASE PRINT OR TYPE)

PHONE NUMBER: ( ) _____ FAX NUMBER: ( ) _____ E-MAIL: _____

CONTACT NAME: _____
(PLEASE PRINT OR TYPE)

SCOPE OF WORK: _____
(PLEASE PRINT OR TYPE)

_____

_____

START DATE: _____ END DATE: _____

STATEMENT OF NO BID
BID #13-012/CC

HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT

If you are not bidding on this service/commodity, please complete and return this form to: Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

WE, the undersigned have declined to bid due to the following reason(s):

____ Specifications too "tight", i.e., geared toward brand or manufacturer only (explain below)

____ Insufficient time to respond to the Invitation for Bid

____ We do not offer this product or an equivalent

____ Our product schedule would not permit us to perform

____ Unable to meet specifications

____ Unable to meet bond requirements

____ Specifications unclear (explain below)

____ Other (specify below)

REMARKS: _____

_____

_____

_____

_____

CERTIFICATION OF BUSINESS LOCATION
BID #13-012/CC

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference will be given to: (1) bidders/proposers having a permanent place of business in Palm Beach County ("County"); (2) bidders/proposers having a permanent place of business in the Glades that are able to provide the goods, services or construction to be utilized or built within the Glades; and (3) bidders/proposers having a permanent place of business in the County (non-Glades business) who utilize Glades subcontractors for construction projects in the Glades. To receive a local preference, bidders/proposers must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of any solicitation that meets or exceeds the mandatory bid/proposal amount. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the bidder/proposer to provide the goods/services to be purchased, and will be used to verify that the bidder/proposer had a permanent place of business prior to the issuance of the solicitation. The bidder/proposer must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or proposal submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder/proposer to not receive a local preference.

In instances where the bidder/proposer is exempt by law from the requirement of obtaining a Business Tax Receipt, the bidder/proposer must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the bidder/proposer had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said bidders/proposers for additional information related to this requirement after the bid/proposal due date.

I. Bidder/Proposer is a:

_____ Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

_____ Headquarters located in Palm Beach County

_____ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

_____ Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

_____ Headquarters located in the Glades

_____ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of bidder's/proposer's County Business Tax Receipt verifies bidder's/proposer's permanent place of business.

THIS CERTIFICATION is submitted by _____, as
(Name of Individual)

_____, of _____.
(Title/Position) (Firm Name of Bidder/Proposer)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the bidder/proposer on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the bidder/proposer.

_____ _____
(Signature) (Date)

DRUG-FREE WORKPLACE CERTIFICATION
BID #13-012/CC

IDENTICAL TIE BIDS/PROPOSALS - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids are received from vendors who have not submitted with their bids/proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/proposal, and received on or before time of bid opening to be considered. The failure to execute and/or return this certification shall not cause any bid/proposal to be deemed non-responsive.

Whenever two (2) or more bids/proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement 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 number (1).

(4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, 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 on, 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 Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by _____ the
(Individual's Name)

_____ of _____
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

_____ _____
Signature Date

SCHEDULE 1
LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME:_____ PROJECT NO. OR BID NO.: _____

NAME OF PRIME BIDDER:_____ ADDRESS: _____

CONTACT PERSON:_____ PHONE NO.: _____ FAX NO.:_____

BID OPENING DATE:_____ USER DEPARTMENT: _____

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUMBITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

Name, Address and Phone Number	(Check one or both Categories) M/WBE Minority Business	SBE Small Business	DOLLAR AMOUNT OR PERCNTAGE OF WORK Black	Hispanic	Women	Caucasian	Other (Please Specify)
1.	☐	☐	_____	_____	_____	_____	_____
2.	☐	☐	_____	_____	_____	_____	_____
3.	☐	☐	_____	_____	_____	_____	_____
4.	☐	☐	_____	_____	_____	_____	_____
5.	☐	☐	_____	_____	_____	_____	_____
		Total	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total Bid Price $ _____ Total SBE-M/WBE Participation Dollar Amount or Percentage of Work _____

I hereby certify that the above information accurate to the best of my knowledge:_____
Signature and Title

Note:
1.The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
2. Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount or percentage under the appropriate category.
3. M/WBE information is being collected for tracking purposes only.

Revised 9/7/2011

OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor is SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: _____ PROJECT NAME: _____

TO:

_____
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise _____ Minority Business Enterprise _____

Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: _____

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

at the following price or percentage

_____
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.

Price and/or Percentage _____/ _____
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

_____
Print name of Prime Contractor

By: _____
Signature

_____
Print name/title of person executing on behalf Prime Contractor

_____
Print name of SBE-M/WBE Subcontractor

By: _____
Signature

_____
Print name/title of person executing on behalf of SBE/M/WBE Subcontractor

Revised 10/11/2011

Date: _____

OSBA SCHEDULE 3
SBE-M/WBE ACTIVITY FORM

SBE-M/WBE ACTIVITY FOR MONTH ENDING_____ PROJECT#:_____

PROJECT NAME_____

PRIME CONTRACTOR NAME_____

PROJECT SUPERVISOR_____

Schedule 3 is used to show the monthly payment activity for work performed by each SBE-M/WBE Subcontractor on the project and in conformity with the SBE-M/WBE's submitted on schedule 2. It also shows approved change orders as they impact the SBE-M/WBE Subcontractors. Schedule 3 is to be submitted by the Prime with each payment request to Palm Beach County. In the SBE-M/WBE Subcontracting Information section, list the name(s) of each SBE-M/WBE Subcontractor on the project and the total contracted amount for each SBE-M/WBE Subcontractor on the project. As the project proceeds, please complete each column under the SBE-M/WBE Subcontracting Information section accordingly. In the SBE-M/WBE Category, please check the appropriate category that represents each SBE-M/WBE Subcontractor.

SBE-M/WBE SUBCONTRACTING INFORMATION								SBE-M/WBE Category (check all applicable)						
Name of SBE-M/WBE Subcontractor	SBE-M/WBE Total Contract Amount	Approved Change Orders	Revised SBE-M/WBE Contract Amount	Amount drawn for SBE-M/WBE Sub This Period	Amount drawn for SBE-M/WBE Sub to Date	Amount Paid to Date for SBE-M/WBE Subcontractor	Actual Starting Date	Minority Business (√)	Small Business (√)	Black	Hispanic	Women	Caucasian	Other (Please Specify)

I hereby certify that the above information is true to the best of my knowledge_____
(Signature and Title)

Return to: Palm Beach County

Additional Sheets May Be Used As Necessary

NOTE: **Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.**

Revised 9/7/2011

OSBA SCHEDULE 4 - SBE-M/WBE PAYMENT CERTIFICATION

The Prime Contractor is to submit Schedule 4 with its Monthly Payment Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime Contractor is not to request signature from an SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign this form unless it has received a payment from the Prime Contractor for services actually performed by the SBE-M/WBE Subcontractor. A separate Schedule 4 is required for each SBE-M/WBE Subcontractor payment.

This is to certify that _____ received
(SBE or M/WBE Subcontractor Name)

(Monthly) or (Final) payment of $ ☐☐☐☐☐☐☐☐.☐☐

On ☐☐-☐☐-☐☐☐☐ from _____
MM DD YYYY (Prime Contractor Name)

For labor and/or materials used on _____ / _____
(Project Name) (Work Order)

DEPT.: ☐☐☐ PROJECT NO.: ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

PRIME CONTRACTOR VENDOR CODE: ☐☐☐☐☐☐☐☐☐☐☐☐

SBE OR M/WBE SUBCONTRACTOR VENDOR CODE: ☐☐☐☐☐☐☐☐☐☐☐☐

If the SBE Subcontractor intends to disburse any funds associated with this payment to any Subcontractor for labor and/or material provided on this project, please provide the following information:

*Subcontractor Name: _____ Amount to be paid: _____

*Note: If the subcontractor listed in this section is an SBE or M/WBE a separate schedule 4 is required to verify payment.

By: _____ _____
(Signature of Subcontractor) (Print Name & Title of Person executing on behalf of Subcontractor)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____

By: _____

_____
Notary Public, State of Florida

_____
Print, Type or Stamp Commissioned Name of Notary

Personally Known ____ OR Produced Identification ____ Type of Identification _____

PALM BEACH COUNTY PURCHASING DEPARTMENT
MASTER AGREEMENT COMMODITY LINES BY VENDOR REPORT

(MACOMMLINE)

CMA 680 13012 HEAVY EQUIPMENT RENTAL W/OPERATOR, PRIMARY (COUNTYWIDE) START DATE: 01-01-13 END DATE: 12-31-14

BUYER: Colleen Cardillo PHONE: 561-616-6839

COMM LINE#	COMM CODE	CL DESCR / COMMODITY SPECIFICATIONS		UNIT OF MEASURE	UNIT PRICE	DISC %	VENDOR CODE	VENDOR LEGAL NAME
VENDOR LINE# 3		RIO-BAK CORPORATION	RIOB0001					
5	97566	Item #24 - Tractor, minimum 70HP, w/6' box blade for grading John Deere 5520		HR	50.00	0.00	RIOB0001	RIO-BAK CORPORATION
6	97566	Item #26 - Tub Grinder Diamond Z #1463		HR	275.00	0.00	RIOB0001	RIO-BAK CORPORATION
7	97566	Item #33 - Hydraulic Submersible Pump, 6" w/200' discharge (delivery/unload/pickup)(Equipment rental only)		HR	42.00	0.00	RIOB0001	RIO-BAK CORPORATION
VENDOR LINE# 4		Palmwood Corporation, Inc	PALM0103					
1	97566	Item #6 - Truck Crane, 3/4 cu yd capacity Northwest, American (models 30T, 41, 4460 or 4210)		HR	125.00	0.00	PALM0103	Palmwood Corporation, Inc
2	97566	Item #9 - Friction Lattice Boom Crane, 40 Ton American 4460 or Linkbelt LS108		HR	140.00	0.00	PALM0103	Palmwood Corporation, Inc
VENDOR LINE# 5		JOHN BROWN & SONS, INC.	JOHN0198					
1	97566	Item #25 - Hydraulic Excavator, min 175HP, with independently powered rotating drum type mulcher; Caterpillar 315C or Brown Brontosaurus Excavator w/mower		HR	162.50	0.00	JOHN0198	JOHN BROWN & SONS, INC.
2	97566	Item #32 - Light Duty Track Loader w/drum shredder head attachment, max 100 HP, Min 5' cutting head widty, not to exceed 12,000 lbs.; Brown Brontosaurus or Caterpillar 299L Track Loader		HR	100.00	0.00	JOHN0198	JOHN BROWN & SONS, INC.
VENDOR LINE# 6		Devland Site Inc.	VC0000124684					
1	97566	Item #1 - Tractor Bulldozer, 70-80 HP Komatsu D41		HR	58.50	0.00	VC0000124684	Devland Site Inc.
2	97566	Item #2 - Tractor Bulldozer, 115-125 HP Komatsu D51		HR	65.00	0.00	VC0000124684	Devland Site Inc.
VENDOR LINE# 7		Aquatic Plant Management, Inc.	AQUA0029					
1	97566	Item #29 - Heavy Duty Loader, w/drum shredder head attachment, min 300 HP, min 6' cutting head width, not to exceed 42,000 lbs.; Barko 930 w/Fecon Bullhog Mulcher		HR	350.00	0.00	AQUA0029	Aquatic Plant Management, Inc.
2	97566	Item #30 - Medium Duty Loader, w/drum shredder head attachment, min 225 HP, min 6' cutting head width, not to exceed 35,000 lbs.; John Deere 643D w/Seppi Mulcher & 300 HP		HR	250.00	0.00	AQUA0029	Aquatic Plant Management, Inc.
3	97566	Item #31 - Medium/Light Duty Skid Steer Loader, w/drum shredder head attachment, min 130 HP, min 4' cutting head width, not to exceed 15,000 lbs.; Sfipertrack/Cat, SK-120, Rubbertrack w/boom, spade, bucket forks, fecon bullhog		HR	150.00	0.00	AQUA0029	Aquatic Plant Management, Inc.

BID RE-CAP SHEET

Form I

BID #: 13-012/CC	TITLE: HEAVY EQUIPMENT RENTAL WITH OPERATOR, TERM CONTRACT
BUYER: COLLEEN CARDILLO	

ACTION	DATE	INITIALS	ACTION	DATE	INITIALS
BID OPENED	11/01/12	NG/CP	BID POSTED IN PURCHASING		
POSTING APPROVED			POSTING REMOVED		
COPY TO BUYER ASSISTANT FOR POSTING ON INTERNET			COPY TO OSBA AND DEPARTMENT		

KEY(S) FOR RECOMMENDATION: (PLEASE NOTE YOUR RECOMMENDATION BELOW)

(1) RECOMMENDED AWARD - LOWEST RESPONSIVE AND RESPONSIBLE BIDDER MEETING SPECIFICATIONS
(2) NO AWARD, RESPONSIVE AND RESPONSIBLE, BUT NOT LOWEST BIDDER MEETING SPECIFICATIONS
(3) NO AWARD, NOT RESPONSIVE AND/OR RESPONSIBLE TO BID
(4) NOT TECHNICALLY EVALUATED / IN EXCESS OF DEPARTMENTS FUNDING LIMITS

PREFERENCE CODES:
"GLP" = GLADES LOCAL PREFERENCE (5%) See term 3.d of the referenced bid
ALP≅ = LOCAL PREFERENCE (5%) See term 3.d of the referenced bid
ASBE≅ = SBE RANKING (10%)*
ANO LP≅ = MARTIN CO. – NO ALP≅ APPLIED

Item #1 - Tractor Bulldozer, 70-80 HP

STEP 1

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: ALP≅, "GLP" AND/OR ASBE≅
DEVLAND SITE, INC.	$ 58.50	LP
EASTMAN AGGREGATE ENTERPRISES, LLC	$ 65.00*	SBE
RIO-BAK CORPORATION	$ 65.00*	SBE
PALMWOOD CORPORATION, INC.	$ 75.00	SBE
TREECYCLE LAND CLEARING, INC.	$ 80.00	SBE
AQUATIC PLANT MANAGEMENT, INC.	$124.75	LP
RAM-TECH CONSTRUCTION, INC.	$187.25	

STEP 2

LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: ALP≅, "GLP" AND/OR ASBE≅	AWARD RECOMMENDATION AKEY≅ ONLY (SEE ABOVE)
DEVLAND SITE, INC.	$ 58.50	LP	(1) P
EASTMAN AGGREGATE ENTERPRISES, LLC	$ 65.00	SBE	(1) S
RIO-BAK CORPORATION	$ 65.00	SBE	(2)
PALMWOOD CORPORATION, INC.	$ 75.00	SBE	(4)
TREECYCLE LAND CLEARING, INC.	$ 80.00	SBE	(4)
AQUATIC PLANT MANAGEMENT, INC.	$124.75	LP	(4)
RAM-TECH CONSTRUCTION, INC.	$187.25		(4)

Item #23 – Tri-Axle Dump Truck, 18 cu. yd.

STEP 1

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: ALP≦, "GLP" AND/OR ASBE≦
RIO-BAK CORPORATION	$ 55.00*	SBE
EASTMAN AGGREGATE ENTERPRISES, LLC	$ 55.00*	SBE
DEVLAND SITE, INC.	$ 55.00	LP
AUSTIN TUPLER TRUCKING, INC.	$ 65.00	SBE
PALMWOOD CORPORATION, INC.	$ 85.00	SBE
RAM-TECH CONSTRUCTION, INC.	$106.25	
AQUATIC PLANT MANAGEMENT, INC.	$124.75	

STEP 2

LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: ALP≦, "GLP" AND/OR ASBE≦	AWARD RECOMMENDATION AKEY≦ ONLY (SEE ABOVE)
RIO-BAK CORPORATION	$ 55.00	SBE	(1) P
EASTMAN AGGREGATE ENTERPRISES, LLC	$ 55.00	SBE	(1) S
DEVLAND SITE, INC.	$ 55.00	LP	(2)
AUSTIN TUPLER TRUCKING, INC.	$ 65.00	SBE	(4)
PALMWOOD CORPORATION, INC.	$ 85.00	SBE	(4)
RAM-TECH CONSTRUCTION, INC.	$106.25		(4)
AQUATIC PLANT MANAGEMENT, INC.	$124.75		(4)

Item #24 – Tractor, minimum 70 HP

STEP 1

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: ALP≦, "GLP" AND/OR ASBE≦
RIO-BAK CORPORATION	$ 50.00	SBE
DEVLAND SITE, INC.	$ 52.00	LP
AQUATIC PLANT MANAGEMENT, INC.	$124.75	

STEP 2

LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: ALP≦, "GLP" AND/OR ASBE≦	AWARD RECOMMENDATION AKEY≦ ONLY (SEE ABOVE)
RIO-BAK CORPORATION	$ 50.00	SBE	(1) P
DEVLAND SITE, INC.	$ 52.00	LP	(1) S
AQUATIC PLANT MANAGEMENT, INC.	$124.75		(2)

Item #25 – Hydraulic Excavator, minimum 175 HP

STEP 1

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: ALP≡, "GLP" AND/OR ASBE≡
JOHN BROWN AND SONS, INC.	$162.50	

STEP 2

LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: ALP≡, "GLP" AND/OR ASBE≡	AWARD RECOMMENDATION AKEY≡ ONLY (SEE ABOVE)
	$		(1) P

Item #26 – Tub Grinder

STEP 1

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: ALP≡, "GLP" AND/OR ASBE≡
RIO-BAK CORPORATION	$275.00	SBE
TREECYCLE LAND CLEARING, INC.	$310.00	SBE

STEP 2

LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: ALP≡, "GLP" AND/OR ASBE≡	AWARD RECOMMENDATION AKEY≡ ONLY (SEE ABOVE)
RIO-BAK CORPORATION	$275.00	SBE	(1) P
TREECYCLE LAND CLEARING, INC.	$310.00	SBE	(1) S

Item #27 – Articulated Off-Road Dump Truck, 4WD

STEP 1

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: ALP≡, "GLP" AND/OR ASBE≡
EASTMAN AGGREGATE ENTERPRISES, LLC	$ 90.00	SBE
RIO-BAK CORPORATION	$ 95.00	SBE
TREECYCLE LAND CLEARING, INC.	$105.00	SBE

STEP 2

LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: ALP≡, "GLP" AND/OR ASBE≡	AWARD RECOMMENDATION AKEY≡ ONLY (SEE ABOVE)
EASTMAN AGGREGATE ENTERPRISES, LLC	$ 90.00	SBE	(1) P
RIO-BAK CORPORATION	$ 95.00	SBE	(1) S
TREECYCLE LAND CLEARING, INC.	$105.00	SBE	(2)

Item #28 – Articulated Off-Road Dump Truck, 6WD

STEP 1

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: ALP≡, "GLP" AND/OR ASBE≡
DEVLAND SITE, INC.	$125.00	LP

STEP 2

LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: ALP≡, "GLP" AND/OR ASBE≡	AWARD RECOMMENDATION AKEY≡ ONLY (SEE ABOVE)
EASTMAN AGGREGATE ENTERPRISES, LLC	$130.00	SBE	(1) P

CONSENT AGENDA ITEM

#21

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: June 27, 2016

RE: Approval of Subconsultant for the
Landscape Maintenance Services Contract with
Groundtek of Central Florida, Inc.
Contract No. 000965

Groundtek of Central Florida, Inc., one of our landscape maintenance contractors, has requested approval to use La Roka Company, Inc. (LA Roka), to provide pine straw mulching as needed along S.R. 408, S.R. 417, and at the CFX Headquarters Building. The cost is expected to be in the range of $150,000.00, which exceeds the $25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by Groundtek when its contract with CFX was originally awarded.

Board approval of La Roka as a subcontractor to Groundtek is requested.

Reviewed by:
Claude Miller
Director of Maintenance

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

WWW.CFXWAY.COM

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: Groundtek of Central Florida Inc. Date: June 14, 2016

CFX Contract Name: Landscape Maintenance Services CFX Contract No.: 000965

Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant/Contractor requests approval to sublet services to:

Subconsultant/Subcontractor Name: Lo Roka Company, Inc.

Address: 224 Lee Avenue NE, Live Oak, FL 32064

Phone No.: 386-590-1138

Federal Employee ID No.: 45-0574114

Description of Services to Be Sublet: Pine straw mulching

Estimated Beginning Date of Sublet Services: Upon approval

Estimated Completion Date of Sublet Services:

Estimated Value of Sublet Services*: $150,000.00
*(Not to exceed $24,999.99 without prior Board Approval)

Consultant/Contractor hereby certifies that the proposed subconsultant/subcontractor has been advised of, and agrees to, the terms and conditions in the Consultant's/Contractor's Contract with CFX that are applicable to the subconsultant/subcontractor and the services to be sublet:

Requested By: _____
(Signature of Consultant/Contractor Representative)

Vice President
Title

Recommended by: _____ Date: _____
(Signature of Appropriate CFX Director/Manager)

Approved by: _____ Date: 6/27/16
(Signature of Appropriate Services Chief)

Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jennifer M. Manning, Agent
McCallister Insurance First South Inc 210 W. Howard St. Live Oak FL 32064	PHONE (A/C, No, Ext): 386-269-0719 FAX (A/C, No): 386-269-1121 E-MAIL ADDRESS: jmanning@firstsouthinsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: VICTORIA INSURANCE
INSURED LA ROKA COMPANY INC. P.O. BOX 731 LIVE OAK, FL 32064	INSURER B: SCOTTSDALE INSURANCE CO.
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
X	GENERAL LIABILITY	X	X	LHWSB-Q	9-2-15	9-2-16	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$1,000,000
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY	X	X	6306919	03/25/16	09/25/16	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							PIP	$10,000
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
X	COMP $500							
X	COLLISON $500							
X	PIP $10,000							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

2013 CHEVY EXPRESS VIN# 1GAZG1FG7D1135790
2012 DODGE PICKUP VIN# 3C7WDTCL6CG134312

WAIVER OF SUBROGRATION ON AUTO AND GENERAL LIABILITY
Its subsidiaries and subsidiaries thereof

CERTIFICATE HOLDER	CANCELLATION
GROUNDTEK OF CENTRAL FLORIDA, LLC 868 MAGUIRE RD OCOEE, FL 34761 ALSO ADDITIONAL INSURED ON POLICY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jennifer M. Manning

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E.2.

Treasurer's Report

MEMORANDUM

TO: CFX Board Members

FROM: Michael Carlisle, Manager of Accounting and Finance

DATE: June 21, 2016

RE: May 2016 Financial Reports

Attached please find the May 2016 Financial Reports. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
AND RELATED DOCUMENTS
FOR THE MONTH ENDING MAY 31, 2016 AND YEAR-TO-DATE

	FY 16 MONTH ACTUAL	FY 16 MONTH BUDGET	FY 16 YEAR-TO-DATE ACTUAL	FY 16 YEAR-TO-DATE BUDGET	FY 16 YEAR-TO-DATE VARIANCE	FY 16 YEAR-TO-DATE % VARIANCE	FY 15 - 16 YEAR-TO-DATE COMPARISON
REVENUES							
TOLLS	$ 33,205,496	$ 29,786,096	$ 342,561,461	$ 308,031,210	$ 34,530,251	11.2%	10.4%
TOLLS COLLECTED VIA UTN'S	1,275,511	708,333	13,151,741	7,791,667	5,360,075	68.8%	32.3%
FEES COLLECTED VIA UTN'S AND UTC'S	334,815	419,417	6,582,041	4,533,583	2,048,457	45.2%	27.1%
TRANSPONDER SALES	22,312	5,421	144,760	59,633	85,127	142.8%	149.6%
OTHER OPERATING	107,740	178,259	1,250,036	1,926,917	(676,881)	-35.1%	-6.5%
INTEREST	539,712	154,856	3,260,001	1,744,026	1,515,975	86.9%	113.3%
MISCELLANEOUS	86,496	80,026	986,366	891,631	94,735	10.6%	11.0%
TOTAL REVENUES	35,572,082	31,332,407	367,936,405	324,978,667	42,957,739	13.2%	11.7%
O M & A EXPENSES							
OPERATIONS	3,891,355	4,524,244	35,163,779	39,081,450	3,917,671	10.0%	12.7%
MAINTENANCE	841,640	1,738,570	10,100,666	13,867,456	3,766,790	27.2%	-11.6%
ADMINISTRATION	612,980	839,252	6,229,885	6,582,956	353,071	5.4%	18.0%
OTHER OPERATING	41,752	222,978	1,702,646	2,229,776	527,129	23.6%	-16.3%
TOTAL O M & A EXPENSES	5,387,727	7,325,044	53,196,976	61,761,638	8,564,662	13.9%	6.5%
NET REVENUES BEFORE DEBT SERVICE	30,184,355	24,007,363	314,739,430	263,217,029	51,522,400	19.6%	12.7%
COMBINED NET DEBT SERVICE	11,814,351	11,903,968	130,566,918	130,915,696	348,778	0.3%	-0.5%
NET REVENUES AFTER DEBT SERVICE	$ 18,370,005	$ 12,103,395	$ 184,172,511	$ 132,301,333	$ 51,871,178	39.2%	24.3%

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, or should it be deemed final. For audited financial statements, please see CFX's Comprehensive Annual Financial Reports.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION
COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2015
FOR THE MONTH ENDING MAY 31, 2016 AND YEAR-TO-DATE

	FY 2016 ACTUAL	FY 2016 BUDGET	VARIANCE	FY 16 YEAR-TO-DATE % VARIANCE
Operations	$ 35,163,779	$ 39,081,450	$ 3,917,671	10.0%
Maintenance	10,100,666	13,867,456	3,766,790	27.2%
Administration	6,229,885	6,582,956	353,071	5.4%
Other Operating	1,702,646	2,229,776	527,129	23.6%
Total O M & A	$ 53,196,976	$ 61,761,638	$ 8,564,662	13.9%
Capital Expenditures				
Operations	$ 453,363	$ 566,511	113,149	20.0%
Maintenance	25,014	81,327	56,313	69.2%
Administration	56,658	102,333	45,675	44.6%
Total Capital Expenditures	$ 535,035	$ 750,171	$ 215,136	28.7%

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Operations - Comparison of Actual to Budget
For the Eleven Months Ending May 31, 2016

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Toll Operations	457,354	437,795	(19,559)	-4.47%
Violation Enforcement	2,996,246	3,023,537	27,291	0.90%
Information Technology	3,548,705	3,544,465	(4,240)	-0.12%
Information Technology - Projects	218,444	269,500	51,056	18.94%
Special Projects	248,666	254,985	6,320	2.48%
E-PASS Service Center	9,706,199	11,820,991	2,114,793	17.89%
Public Outreach/Education	454,458	545,603	91,145	16.71%
	17,630,071	**19,896,876**	**2,266,805**	**11.39%**
TOLL FACILITIES				
Beachline Expressway (SR 528)				
Beachline Plaza	2,074,575	1,281,057	(793,518)	-61.94%
Airport Plaza	1,195,410	1,663,204	467,794	28.13%
Dallas Plaza	1,142,208	1,219,649	77,441	6.35%
East-West Expressway (SR 408)				
Dean Plaza	1,153,660	1,271,978	118,318	9.30%
Conway Main Plaza	1,996,405	2,130,396	133,990	6.29%
Pine Hills Plaza	1,381,832	1,510,856	129,024	8.54%
Hiawassee Plaza	1,171,325	1,267,530	96,206	7.59%
Western Expressway (SR 429)				
Independence Plaza	1,164,988	1,272,596	107,608	8.46%
Forest Lake Plaza	1,219,581	1,346,795	127,214	9.45%
Greeneway Expressway (SR 417)				
University Plaza	1,133,763	1,237,489	103,726	8.38%
Curry Ford Plaza	1,139,649	1,244,362	104,713	8.41%
Boggy Creek Plaza	1,616,963	1,535,670	(81,293)	-5.29%
John Young Plaza	1,388,489	1,436,482	47,993	3.34%
John Land Apopka (SR 414)				
Coral Hills Plaza	1,200,663	1,333,022	132,360	9.93%
Subtotal Toll Facilities	**18,979,510**	**19,751,085**	**771,575**	**3.91%**
Total Operations Expenses	**36,609,581**	**39,647,961**	**3,038,379**	**7.66%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Maintenance - Comparison of Actual to Budget
For the Eleven Months Ending May 31, 2016

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Maintenance Administration	1,612,107	1,839,949	227,842	12.38%
Expressway Operations	2,363,229	3,782,197	1,418,969	37.52%
Routine Maintenance	6,150,345	8,326,637	2,176,292	26.14%
FDOT Services	0	0	0	0.00%
Total Maintenance Expenses	**10,125,680**	**13,948,783**	**3,823,103**	**27.41%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Administration - Actual to Budget by Cost Center
For the Eleven Months Ending May 31, 2016

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
General	498,567	514,030	15,463	3.01%
General Projects	0	7,500	7,500	100.00%
Executive	1,644,138	1,633,098	(11,040)	-0.68%
Communications	445,554	417,061	(28,493)	-6.83%
Human Resources	132,882	164,994	32,111	19.46%
Supplier Diversity	170,038	276,362	106,324	38.47%
Accounting	1,121,042	1,274,184	153,142	12.02%
Records Management	226,073	229,768	3,695	1.61%
Construction Administration	375,105	406,813	31,708	7.79%
Procurement	358,412	420,365	61,953	14.74%
Legal	584,226	725,429	141,203	19.46%
Internal Audit	412,480	255,990	(156,490)	-61.13%
525 Magnolia	19,729	21,966	2,238	10.19%
Plans Production	298,299	337,430	39,130	11.60%
Grand Total Expenses	**6,286,543**	**6,684,989**	**398,446**	**5.96%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON
FOR THE MONTH ENDING MAY 31, 2016 AND YEAR-TO-DATE

	FY 16 YEAR-TO-DATE ACTUAL	FY 16 YEAR-TO-DATE BUDGET	FY 16 YEAR-TO-DATE VARIANCE	FY 15 YEAR-TO-DATE ACTUAL	FY 15 YEAR-TO-DATE BUDGET	FY 15 YEAR-TO-DATE VARIANCE	YEAR-TO-DATE VARIANCE COMPARISON
REVENUES							
TOLLS	$ 342,561,461	$ 308,031,210	$ 34,530,251	$ 310,371,280	$ 290,772,918	$ 19,598,362	$ 14,931,889
TOLLS COLLECTED VIA UTN'S	13,151,741	7,791,667	5,360,075	9,943,994	6,427,672	3,516,322	1,843,753
FEES COLLECTED VIA UTN'S AND UTC'S	6,582,041	4,533,583	2,048,457	5,179,797	3,630,281	1,549,516	498,941
TRANSPONDER SALES	144,760	59,633	85,127	58,002	39,051	18,951	66,176
OTHER OPERATING	1,250,036	1,926,917	(676,881)	1,337,084	1,042,389	294,695	(971,576)
INTEREST	3,260,001	1,744,026	1,515,975	1,528,584	1,125,309	403,275	1,112,700
MISCELLANEOUS	986,366	891,631	94,735	888,514	839,688	48,826	45,909
TOTAL REVENUES	367,936,405	324,978,667	42,957,739	329,307,255	303,877,308	25,429,947	17,527,792
O M & A EXPENSES							
OPERATIONS	35,163,779	39,081,450	3,917,671	31,213,784	33,385,213	2,171,429	1,746,242
MAINTENANCE	10,100,666	13,867,456	3,766,790	11,429,359	13,796,961	2,367,602	1,399,188
ADMINISTRATION	6,229,885	6,582,956	353,071	5,281,403	6,347,546	1,066,143	(713,072)
OTHER OPERATING	1,702,646	2,229,776	527,129	2,034,651	2,333,333	298,682	228,447
TOTAL O M & A EXPENSES	53,196,976	61,761,638	8,564,662	49,959,197	55,863,053	5,903,856	2,660,806
NET REVENUES BEFORE DEBT SERVICE	314,739,430	263,217,029	51,522,400	279,348,058	248,014,255	31,333,803	20,188,597
COMBINED NET DEBT SERVICE	130,566,918	130,915,696	348,778	131,174,821	131,818,526	(643,705)	992,483
NET REVENUES AFTER DEBT SERVICE	$ 184,172,511	$ 132,301,333	$ 51,871,178	$ 148,173,237	$ 116,195,729	$ 31,977,508	$ 19,893,670

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR COMPARISON
FOR THE MONTH ENDING MAY 31, 2016 AND YEAR-TO-DATE

	FY 16 MONTH ACTUAL	FY 15 MONTH ACTUAL	FY 15 - 16 SAME MONTH COMPARISON	FY 16 YEAR-TO-DATE ACTUAL	FY 15 YEAR-TO-DATE ACTUAL	FY 15 - 16 YEAR-TO-DATE COMPARISON
REVENUES						
TOLLS	$ 33,205,496	$ 30,323,604	$ 2,881,892	$ 342,561,461	$ 310,371,280	$ 32,190,181
TOLLS COLLECTED VIA UTN'S	1,275,511	927,528	347,983	13,151,741	9,943,994	3,207,747
FEES COLLECTED VIA UTN'S AND UTC'S	334,815	538,020	(203,205)	6,582,041	5,179,797	1,402,244
TRANSPONDER SALES	22,312	4,565	17,747	144,760	58,002	86,758
OTHER OPERATING	107,740	149,451	(41,711)	1,250,036	1,337,084	(87,048)
INTEREST	539,712	83,037	456,675	3,260,001	1,528,584	1,731,417
MISCELLANEOUS	86,496	83,443	3,053	986,366	888,514	97,852
TOTAL REVENUES	35,572,082	32,109,648	3,462,434	367,936,405	329,307,255	38,629,150
O M & A EXPENSES						
OPERATIONS	3,891,355	2,825,495	1,065,860	35,163,779	31,213,784	3,949,995
MAINTENANCE	841,640	884,437	(42,797)	10,100,666	11,429,359	(1,328,693)
ADMINISTRATION	612,980	482,560	130,420	6,229,885	5,281,403	948,482
OTHER OPERATING	41,752	(104,388)	146,140	1,702,646	2,034,651	(332,005)
TOTAL O M & A EXPENSES	5,387,727	4,088,104	1,299,623	53,196,976	49,959,197	3,237,779
NET REVENUES BEFORE DEBT SERVICE	30,184,355	28,021,544	2,162,811	314,739,430	279,348,058	35,391,372
COMBINED NET DEBT SERVICE	11,814,351	11,931,307	(116,956)	130,566,918	131,174,821	(607,903)
NET REVENUES AFTER DEBT SERVICE	$ 18,370,005	$ 16,090,237	$ 2,279,768	$ 184,172,511	$ 148,173,237	$ 35,999,274

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F. 1.

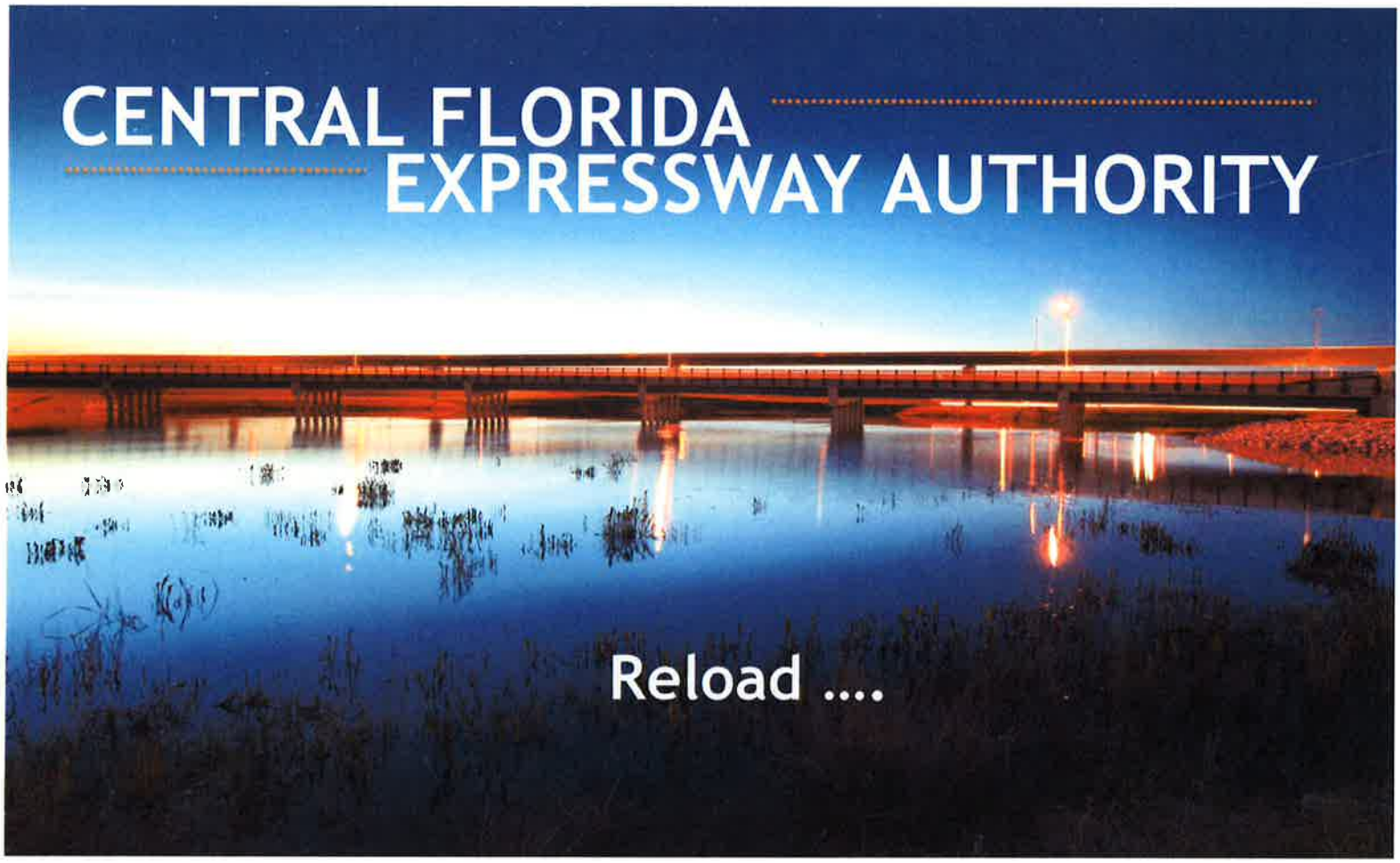
UPDATE ON FDOT'S I-4 ULTIMATE PROJECT

THERE IS NO BACKUP FOR THIS ITEM

A PRESENTATION WILL BE MADE AT THE BOARD MEETING

F. 2.

UPDATE ON RELOAD SERVICE


CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
Reload ....

RELOAD: Pilot Program Progress

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

In-lane, drive-up customer service program is first of its kind in the continental United States

ABOUT

- Drive-thru customer service lanes to reload E-PASS accounts or get a FREE E-PASS
- Piloting at the SR 408 Conway Toll Plaza
- Launched Wednesday, May 11
- Reload lane open 7 days a week, 6am – 8pm

BENEFITS

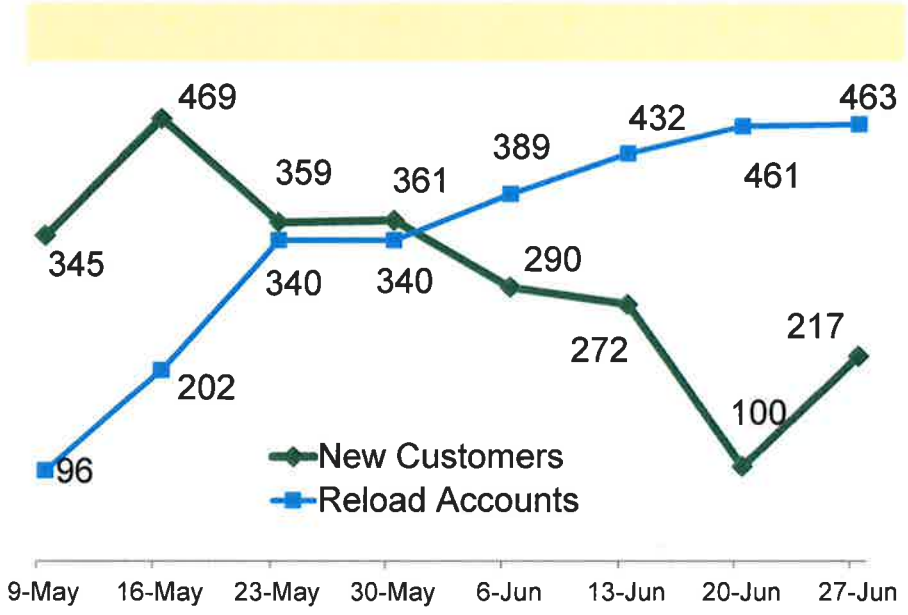
- Customer convenience
- Additional payment options
- Faster way to get a FREE E-Pass

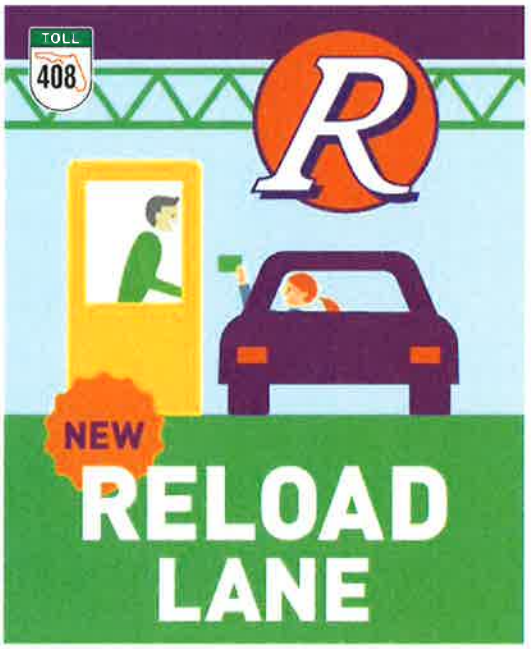


E-PASS Sales & Reload Use by Week

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Averaging 300 per week in E-PASS sales and 340 in E-PASS account reloads.



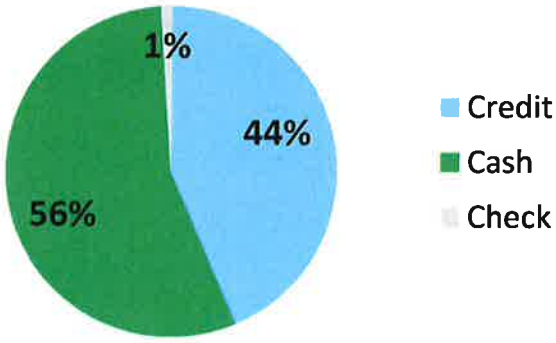


Breakdown of Types of Payment

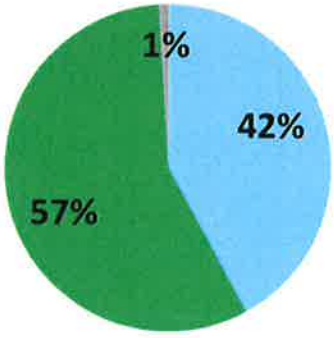
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

New E-PASS customers require a minimum of $10 to activate the pre-paid account

New Customers
Payment for Activation Fee



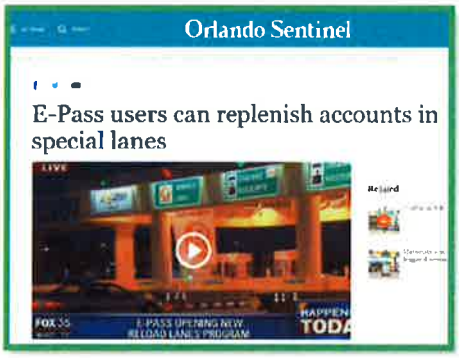
Current Customers
Payment to Reload Account



E-PASS

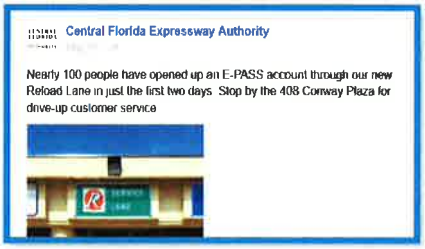
Media coverage of Reload

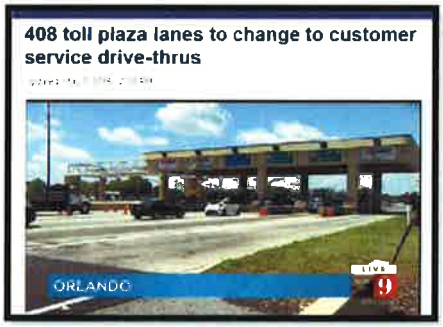
CENTRAL FLORIDA EXPRESSWAY AUTHORITY











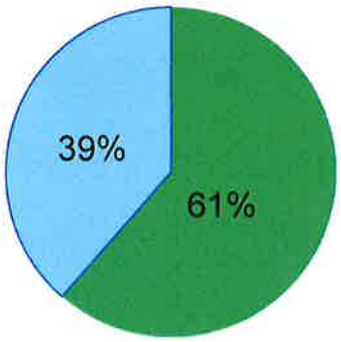




Customer Survey Responses

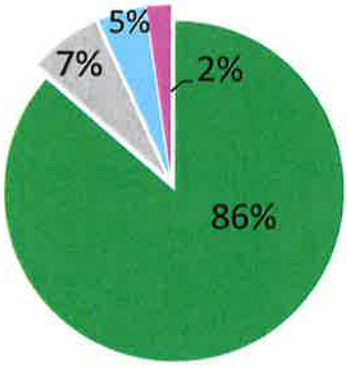
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Reason you visited the Reload lane today.



Reload Funds Get E-PASS

Rate your experience at Reload lane today.



Excellent Good Fair Poor

E-PASS

Feedback - New and Current Customers

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Surveyed 45 customers to date

I think its the best idea -- makes it very convenient! Just love it!

The people were soooooo friendly :))))

The gentleman that assisted me was very nice. I just moved to the area and this was a big help.

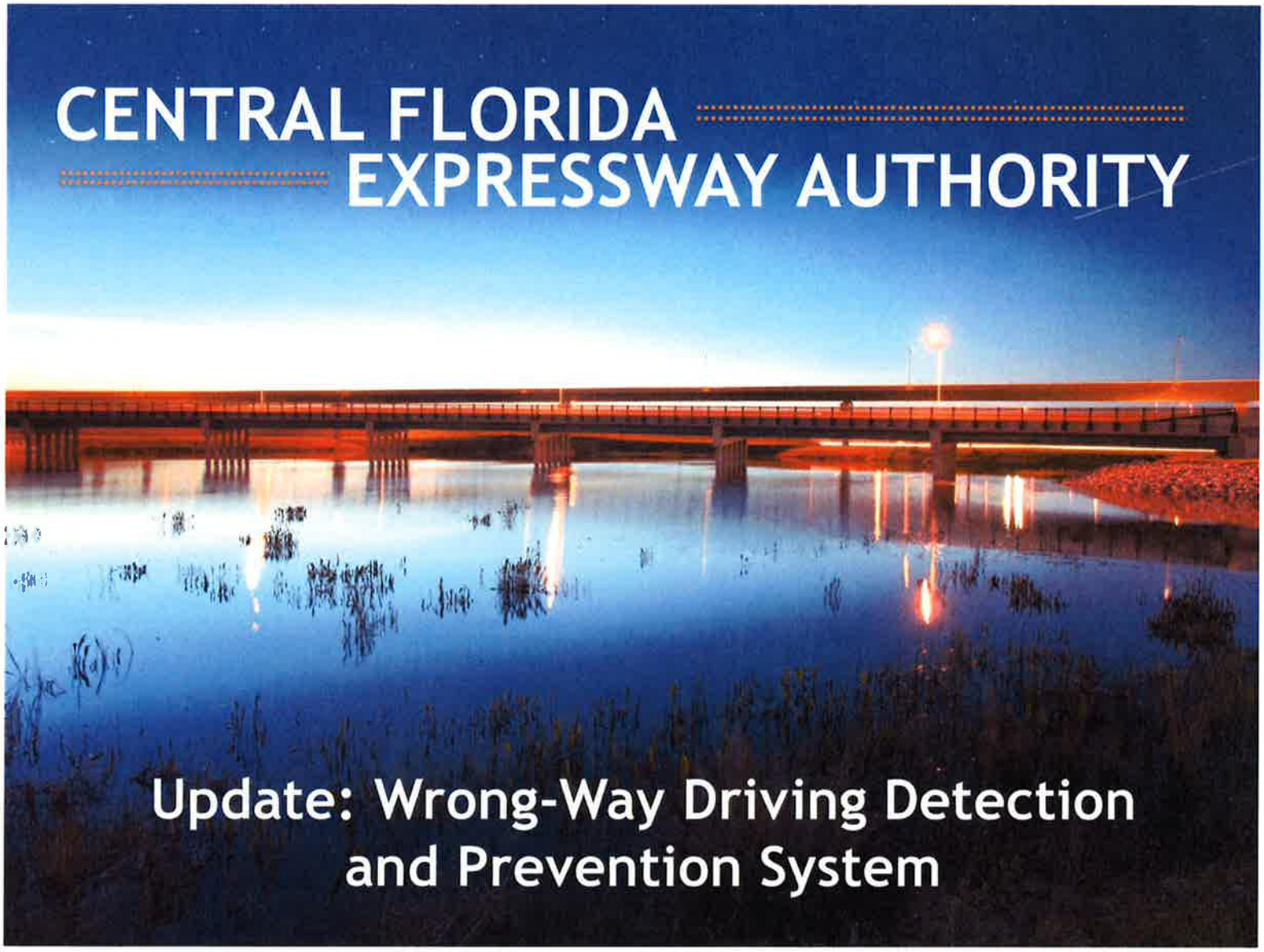


Thought bubble from customer survey

EPASS

F. 3.

UPDATE ON WRONG WAY DRIVING


CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
Update: Wrong-Way Driving Detection
and Prevention System

PARTNERS

UCF

U.S. Department of Transportation
Federal Highway Administration

HIGHWAY PATROL
FLORIDA

CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

Centennial
FDOT
1915 ★ 2015

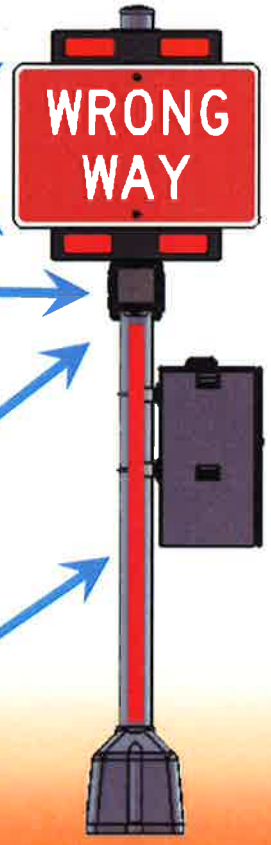
RAMP DETECTION EQUIPMENT

Red RRFB (two bars per sign)

Radar (one forward-facing, one rear-facing)

Camera (one forward-facing, one side-facing)

Retroreflective red tape on pole



ACTUAL TURN-AROUND



FINDINGS AND RESULTS

- Five Sites
  - SR 408 and Hiawassee
  - SR 408 and Kirkman
  - SR 528 and SR 520

- 21 WWD turn-arounds (2/2015 through 6/2016)
- No confirmed crashes or citations
- FHP dispatched twice, but did not find a wrong-way driver
- UCF developed a WWD risk model for WWD hotspots on CFX network

SR 417 and 429 TESTING











CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ONGOING ACTIVITY

- 29 sites identified for WWD construction
- Construction Underway on 19 sites
  - Awarded to SICE, Inc. ($1.9M)
- Construction of following 10 sites
  - Awarded to SICE, Inc. on June 2016 ($1.2M)
  - Begin Construction in August

F. 4.

ITS DEPARTMENT PRESENTATION

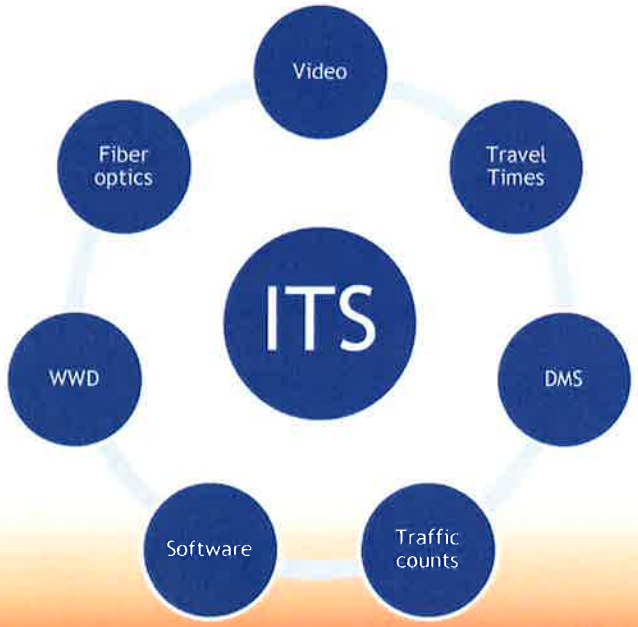

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
CFX Traffic Operations and Intelligent Transportation Systems (ITS)

CFX TRAFFIC OPERATIONS AND ITS

Bryan Homayouni, P.E.
Manager of Traffic Operations

Brent Poole
ITS Systems Analyst

CENTRAL FLORIDA EXPRESSWAY AUTHORITY



FDOT

HIGHWAY PATROL FLORIDA

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CFX VIDEO SYSTEM

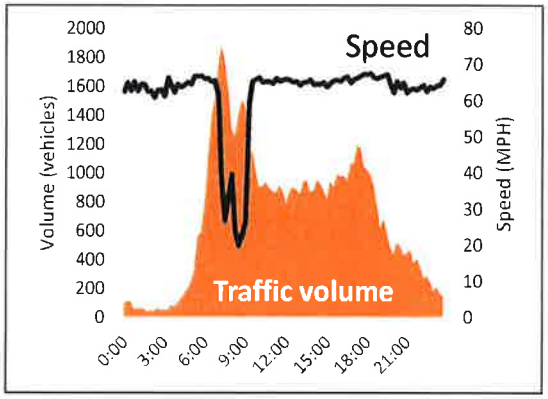
- Systemwide video coverage for traffic safety
- Monitored from FDOT traffic management center
- Available to media partners
  - Local news
  - TrafficLand.com





TRAFFIC MONITORING STATIONS

- Real-time traffic volume data system wide
- No traffic tubes = improved safety
- Data for annual projections and specific studies





CFX TRAVEL TIME SYSTEM

- CFX hosts our own travel time system
- Real-time information updated once per minute
- Shared with customers via DMS and FL511



DYNAMIC MESSAGE SIGNS (DMS)

41 Dynamic Message Signs

- Full Matrix, LED technology
- Walk-in housing

SR 417 North of SR 408





Color DMS on SR 414

CFX INNOVATION:
TRAVEL TIME ALERTS

Flashing alerts are automatically posted for abnormally high travel times



CFX INNOVATION:
AUTOMATED CONGESTION DMS

- Full color DMS automatically posts congestion message
- Radar-based traffic sensors detect traffic speed
- Two sites: SR 408 and SR 429





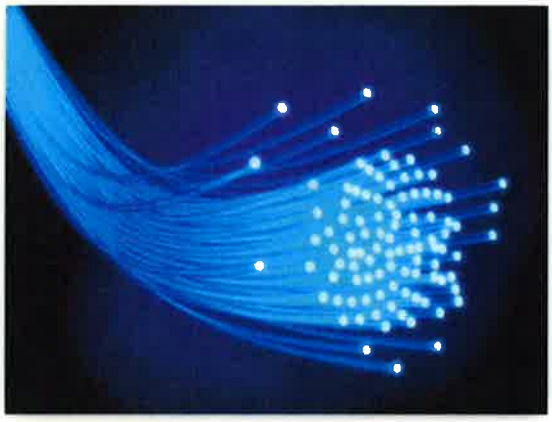
CFX INNOVATION:
WRONG WAY DRIVING (WWD)

- Detects WWD acts at equipped ramps
- Flashes beacons to alert driver
- Sends alarm to traffic management center



CFX FIBER OPTIC NETWORK

- First deployed in 1999
- Upgraded to keep pace with industry
- Comprehensive network supporting:
  - Tolls
  - ITS data / video
  - Telephone



SUNGUIDE™ TRAFFIC MANAGEMENT SOFTWARE

- SunGuide™ is Florida's statewide traffic management
- Controls cameras, DMS, and other ITS devices
- CFX partners with FDOT for SunGuide updates and improvements

SUNGUIDE®
Florida's Intelligent Transportation System

FLORIDA HIGHWAY PATROL (FHP)

- Dedicated squad patrols
  - Improved safety
  - Reduced response time
- Dedicated service since 2000

