


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	<u>\$ 750,000.00</u>
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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) _____

LEGAL APPROVAL: _____
AS TO FORM General Counsel for CFX

Witness (2) _____

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 _____

[Signature]
(Recommending Department Head/Manager)

3/4/2016
Date

Approve Recommendation

Yes X No _____

[Signature]
(Name)
Chief of Infrastructure

3/7/16
Date

Concur With Recommendation

Yes X No _____

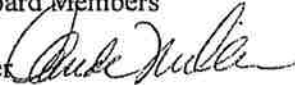
[Signature]
(Name)
Director of Procurement

3-8-16
Date

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 PM 12:05

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:

Heugh W. Miller
Authorized Signature

Title:

Vice President

ATTEST: A. Michelle Humphries (SEAL)

Secretary or Notary

If Individual, furnish two witnesses:

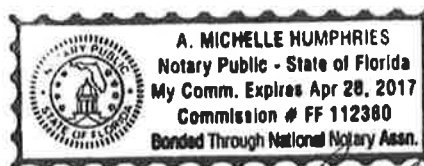
Witness (1) _____

Witness (2) _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:

[Signature]
Director of Procurement



LEGAL APPROVAL: [Signature]

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**



**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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D	Exhibit "D", Project Organization Chart

**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.

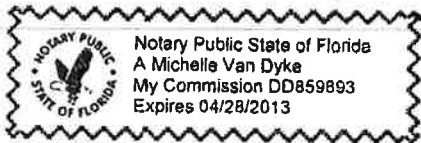
CDM SMITH, INC.

BY: *Jeffrey Nash*
Authorized Signature

Print Name: Jeffrey Nash

Title: Vice President

ATTEST: *A. Michelle Van Dyke* (Seal)
Secretary or Notary



**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. Pasistaro

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.
2501 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.

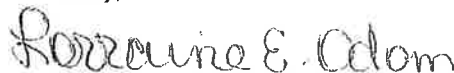
On the basis of data submitted the Department has approved your accounting system and considers the rates listed below as acceptable rates for qualification purposes.

	Home/Branch Office	Field Office	Overtime Premium	Direct Expense
Overhead Rate	171.86%*	108.53%*	Excluded	10.72% (Home)*
Interim				16.11% (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.

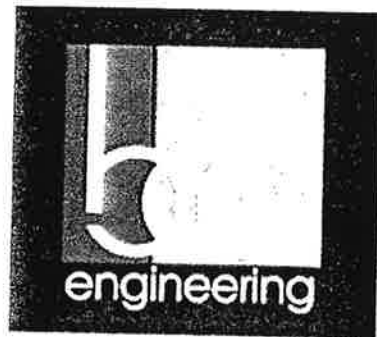
Should you have any questions, please feel free to contact me at 850/414-4485.

Sincerely,



Lorraine E. Odom
Professional Services
Qualification Administrator

BCC Engineering, Inc.





JUL 02 2012

RICK SCOTT
GOVERNOR

Florida Department of Transportation

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.

Overhead Rate	Home/Branch Office	Field Office	Facilities Capital Cost of Money	Overtime Premium Reimbursed	Direct Expense
	183.37%	150.17%	0.215%		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



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

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

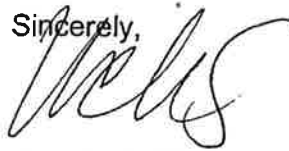
54133 -Engineering Services
54134 -Drafting Services

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,

A handwritten signature in black ink, appearing to read 'Victoria Smith', written over the word 'Sincerely,'.

Victoria Smith
DBE Certification Manager

Resource Systems Group, Inc. (RSG)





RICK SCOTT
GOVERNOR

Florida Department of Transportation

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.

Overhead Rate	Home/Branch Office	Facilities	Premium	Direct Expense
		Capital Cost of Money	Overtime Reimbursed	
	178.31%	0.511%		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

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.



RICK SCOTT
GOVERNOR

Florida Department of Transportation

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.

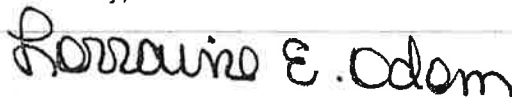
On the basis of data submitted the Department has approved your accounting system and considers the rates listed below as acceptable rates for qualification purposes.

Overhead Rate	Home/Branch Office	Field Office	Facilities Capital Cost of Money	Overtime Premium Reimbursed	Direct Expense
	154.61%	132.59%	0.7.16%		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
Professional Services
Qualification Administrator

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 and is normal to costs and fees charged to all other clients.
(date)

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

~~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

Ravi Devaguptapu

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
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***Any other studies can be negotiable



8250 Pascal Drive
Punta Gorda, FL 33950
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Fax (941) 639-4851

7955 NW 12th Street
Suite 418
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Fax (813) 989-0731

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1st Floor
Tallahassee, FL 32301
Ph (850) 201-7383
Fax (850) 201-7101

www.fte.net



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 Goodman
DBE Certification Manager

Exhibit D

Project Organization Chart



CLIENT SERVICE MANAGER
Amelia H. Davies

SENIOR PROJECT ADVISOR
Susan A. Buse

PROJECT MANAGER
Hugh W. Miller Jr., Ph.D., P.E.

QUALITY MANAGEMENT
Scott A. Allaire

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