


# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams   
Director of Procurement

DATE: July 26, 2016

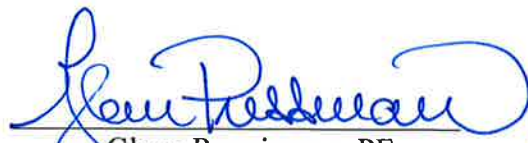
SUBJECT: Authorization for Approval of Supplemental Agreement No. 7  
Post Design Services  
S.R. 429 (Wekiva Parkway) From North of Ponkan Road to North of Kelly Park Road  
Project 429-203A, Contract No. 000981

Board approval is requested for Supplemental Agreement No. 7 with Dewberry Engineers Inc. D/B/A Bowyer-Singleton in the not-to-exceed amount of \$89,963.21 for Post Design Services related to Project 429-203A. Services will include shop drawing reviews, attendance at construction meetings, site visits and responding to contractor's request for additional information.

This Supplemental Agreement will be a continuation of an agreement previously approved. (Original Agreement dated May 21, 2012)

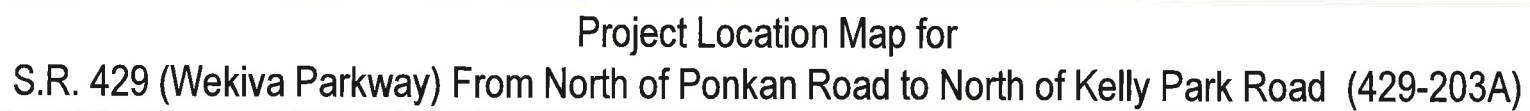
Original Contract Amount	\$3,650,000.00
Amount of Supplemental Agreement No. 1	\$ 0.00
Amount of Supplemental Agreement No. 2	\$ 700,000.00
Amount of Supplemental Agreement No. 3	\$ 0.00
Amount of Supplemental Agreement No. 4	\$ 275,000.00
Amount of Supplemental Agreement No. 5 (PDS 429-203)	\$ 580,000.00
Amount of Supplemental Agreement No. 5A (PDS 429-203)	\$ 0.00
Amount of Supplemental Agreement No. 6	\$ 0.00
Amount of Supplemental Agreement No. 7 (PDS 429-203A)	\$ 89,963.21
Total Revised Contract Amount	\$5,294,963.21

Reviewed by:

  
Glenn Pressimone, PE  
Director of Engineering



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



**SUPPLEMENTAL AGREEMENT NO. 7**  
**TO**  
**AGREEMENT FOR PROFESSIONAL SERVICES**  
**POST DESIGN SERVICES (FOR 429-203A)**

**S.R. 429 (Wekiva Parkway) From North of Ponkan Road to North of Kelly Park Road**

THIS SUPPLEMENTAL AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (F/K/A ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY), an agency of the State of Florida, hereinafter called the "CFX" and the consulting firm of DEWBERRY ENGINEERS INC. D/B/A DEWBERRY / BOWYER – SINGLETON of Fairfax, Virginia, hereinafter called the "CONSULTANT."

WHEREAS, Section 4.27 of Exhibit "A" of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 21<sup>st</sup> day of May 2012 provides that after completion of the services outlined in Exhibit "A" for Project Number 429-203 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 Wekiva Parkway Corridor Consultant's correspondence to CFX dated June 23, 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 Wekiva Parkway Corridor Consultant's correspondence to CFX dated June 23, 2016. Direct expenses will be reimbursed for local travel only (per mile). The maximum fee for Post Design Services shall be \$89,963.21.

3. Section 4.27 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 triplicate, the day and year first above written.

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

Witness: \_\_\_\_\_

Assistant Secretary

By: \_\_\_\_\_

Director of Procurement

DEWBERRY ENGINEERS INC.  
D/B/A DEWBERRY / BOWYER - SINGLETON

Witness: \_\_\_\_\_

Print Name:

Title:

By: \_\_\_\_\_

Print Name:

Title:

## **Exhibit "A"**

### **Project 429-203A**

#### **S.R. 429 (Wekiva Parkway) from North of Ponkan Road to North of Kelly Park Road Post-Design Scope of Services (Section 4.27)**

#### **4.27 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, CFX, and CFX's CEI.

##### **C. Pre-bid Conference**

The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with the assigned CFX 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 CFX 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 CFX'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 CFX 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 CFX. The Consultant will also attend progress / coordination meetings as requested by CFX 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 CFX, relative to pile driving, earthwork, embankment and MSE wall construction.

## **L. Utilities**

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

## **M. Record Drawings**

Based on information provided by the Contractor, the Contractor's surveyor and CFX'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.



**CH2M**

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June 23, 2016

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

RE: Wekiva Parkway  
Contract No. 000981  
Project No. 429-203A  
Post-Design Services Supplemental Agreement No. 7

Dear Mr. Pressimone:

As the project transitions from Design to Construction, we have requested and received a Post-Design Services proposal for the above referenced contract. The consultant, Dewberry, has submitted a Post-Design Services amendment package to address the post-design services and/or plan modifications required since the Bid Package was submitted.

We have reviewed the attached proposal from Dewberry, and have determined the proposal is consistent with the original contract terms and category rates. The amendment addresses all anticipated scope of work.

The package submitted and reviewed is requesting a fee of \$89,963.21.

If you should have any questions or need additional information, please do not hesitate to contact me.

Sincerely,  
CH2M HILL

A handwritten signature in blue ink that reads 'Scott Bear'.

Scott Bear  
Project Manager

cc: File (w/attach)



Dewberry		Project # 429-203A - Wekiva Parkway Post Design Services 6/2/2016 Dewberry	
TOTAL CONTRACT FEE COMPUTATIONS		Check Appropriate Box	
Total Activity Salary Costs	\$7,779.36	(X ) Initial Estimate Post Design	
Post Design Multiplier	3.23		
Subtotal	\$25,127.33	( ) Revised Estimate No. 1 Post Design	
Field Survey (2 days @ \$1,228.48/Day)	\$2,456.96	( ) Revised Estimate No. 2 Post Design	
Dewberry Fee Total	\$27,584.29	( ) Revised Estimate No. 3 Post Design	
		( ) Revised Estimate No. 4 Post Design	
		( ) Revised Estimate No. 5 Post Design	
SUBCONSULTANTS			
Atkins	\$51,972.83		
GMB	\$10,406.09		
Ardaman	\$0.00		
Nadic	\$0.00		
Balmoral	\$0.00		
WBQ	\$0.00		
SUBCONSULTANT SUBTOTAL	\$62,378.92		
	MAXIMUM FEE		\$89,963.21

6/2/2016

Dewberry  
Estimate of Work Effort and Cost - Prime  
Post Design Services

Project # 429-203A - Wekiva Parkway

Dewberry  
Activity Salary Costs Summary

ACTIVITY	Project Mgr.		Senior Engineer		Engineer		Sr Engineering Tech		Engineering Tech		Clerical		Total MH By Activity	Salary Costs By Activity
	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr		
Requests for Information	10	\$74.05	40	\$50.50	40	\$ 32.13	6	\$33.00	0	\$16.75	0	\$0.00	96	\$4,244
PreConstruction Conference	0	\$74.05	0	\$50.50	0	\$ 32.13	0	\$33.00	0	\$16.75	0	\$0.00	0	\$0
Addenda	0	\$74.05	0	\$50.50	0	\$ 32.13	0	\$33.00	0	\$16.75	0	\$0.00	0	\$0
Shop Drawing Reviews	4	\$74.05	6	\$50.50	12	\$ 32.13	6	\$33.00	0	\$16.75	0	\$0.00	28	\$1,183
Plans Revisions	2	\$74.05	4	\$50.50	6	\$ 32.13	6	\$33.00	0	\$16.75	0	\$0.00	18	\$741
Coordination	0	\$74.05	0	\$50.50	0	\$ 32.13	0	\$33.00	0	\$16.75	0	\$0.00	0	\$0
Field Visits	0	\$74.05	0	\$50.50	0	\$ 32.13	0	\$33.00	0	\$16.75	0	\$0.00	0	\$0
Meetings	0	\$74.05	0	\$50.50	0	\$ 32.13	0	\$33.00	0	\$16.75	0	\$0.00	0	\$0
Partnering	0	\$74.05	0	\$50.50	0	\$ 32.13	0	\$33.00	0	\$16.75	0	\$0.00	0	\$0
Record Drawings	4	\$74.05	8	\$50.50	14	\$ 32.13	14	\$33.00	0	\$16.75	0	\$0.00	40	\$1,612
TOTALS	20	\$1,481.00	58	\$2,929.00	72	\$2,313.36	32	\$1,056.00	0	\$0.00	0	\$0.00	182	\$7,779.36

TOTAL LABOR

\$7,779.36

Post Design Multiplier

3.23

GRAND TOTAL

\$25,127.33

# TASK LIST

Consultant Name: Dewberry  
CFX Project No.: 429-203A  
Date: 6/2/2016

Project Name: Wekiva Parkway

## ACTIVITY: POST DESIGN SERVICES

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
Requests for Information (RFI)							
Roadway	EA	24	4		96		Assume 1 per Month for 24 mo
Drainage	EA	0	0		0		
SPM	EA	0	0		0		
Structures	EA	0	0		0		
Toll Plaza	EA				0		
RFI Subtotal					96		
Preconstruction Conference	LS	1	0		0		
Addenda	LS	1	0		0		
Shop Drawing Reviews							
Roadway	LS	1	28		28		
Drainage	LS	1	0		0		
SPM	LS	1	0		0		
Structures	LS	1	0		0		
Toll Plaza	LS				0		
Shop Drawing Subtotal					28		
Plans Revisions							
Roadway	EA	3	6	6	18		Estimate at 5% of 124 Sheets, Includes QC
Drainage	EA				0		
Structures	EA				0		
Toll Plaza	EA				0		
SPM	EA				0		
Plans Revisions Subtotal					18		
Coordination	EA				0		
Field Visits	EA				0		
Meetings	EA				0		
Partnering	EA				0		
Record Drawings	LS	1	40		40		
TOTAL					182		

**Bowyer-Singleton Associates, Inc.**

Atkins

### Activity Salary Costs Summary

ACTIVITY	Chief Engineer		Sr Engineer III		Sr ITS Analyst III		Sr Engineer II		Sr ITS Analyst I		Sr Designer		CADD Tech		Total M/H By Activity	Salary Costs By Activity
	M/H	68.83	M/H	49.96	M/H	57.22	M/H	39.15	M/H	35.22	M/H	36.50	CADD Tech			
													M/H	23.12		
Requests for Information PreConstruction Conference Addenda Shop Drawing Reviews Plans Revisions PM Coordination & Management Field Visits Meetings Partnering Record Drawings	5	\$344.15	9	\$449.64	10	\$572.20	0	\$0.00	0	\$0.00	0	\$0.00		\$0.00	24	\$1,365.99
	0		0		0		0		0		0				0	\$0.00
	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		\$0.00	0	\$0.00
	5	\$344.15	64	\$3,197.44	67	\$3,833.74	64	\$2,505.60	64	\$2,254.08	0	\$0.00		\$0.00	264	\$12,135.01
	2	\$137.66	12	\$599.52	10	\$572.20		\$0.00	0	\$0.00	4	\$146.00		\$0.00	28	\$1,455.38
	4	\$275.32	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		\$0.00	4	\$275.32
	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		\$0.00	0	\$0.00
	0		0		0		0		0		0				0	\$0.00
	0		0		0		0		0		0				0	\$0.00
	1	\$68.83	4	\$199.84	4	\$228.88	0	\$0.00	0	\$0.00	39	\$1,423.50		\$0.00	48	\$1,921.05
TOTALS	17	1,170.11	89	4,446.44	91	5,207.02	64	2,505.60	64	2,254.08	43	1,589.50	0	0	368	\$17,152.75

\$17,152.75

Multiplied Lab

TASK LIST							
Consultant Name: Atkins CFX Project No.: 429-203 proper only Date: 6-23-16 REV				Project Name: Weliva Parkway (203)			
ACTIVITY: POST DESIGN SERVICES: 203 Proper							
TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/UNIT	NO OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
Requests for Information (RFI)							
	EA				0		
	EA				0		
SPM & ITS	EA	12	2		24		203A -24 months, 1 RFI every 2 months
	EA				0		
RFI Subtotal					24		
Preconstruction Conference	LS				0		no attendance
Addenda	LS				0		single addenda during bidding
Shop Drawing Reviews							
SAPM	LS				144		See backup sheet
ITS	LS				120		See backup sheet
Shop Drawing Subtotal					264		
Plans Revisions							
SAPM	LS	1	14		14		estimated
ITS	LS	1	14		14		estimated
Plans Revisions Subtotal					28		
PM Coordination & Management	LS	1	4		4		1/2 hr per month, 8 months beyond 203 proper
Field Visits	EA	0	0		0		none
Meetings	EA	0	0		0		No attendance at meetings
Partnering	EA	0	0		0		No attendance at partnering
Record Drawings	LS	1	48		48		203A - 130 sheets
TOTAL					368		

Shop Drawings 203A

No. of Sheets Hours per Sheet Subtotal Remarks

<b>SAPM</b>					
Standard Package	203A		30	30	Regulatory, warning, toll shield
Overhead Panels				32	assume 2 submittals - 10 panels 203A
VHB Package			10	10	calc worksheet verification, 203A
Photo check before shipping			8	8	
OH sign structures (203A)				64	4 total, 2 submittals - 8 hrs each
<b>SAPM total</b>				<b>144</b>	
<b>ITS - 203A</b>					
Fiber Optic Cables			12 per contract	16	Backbone, Feeder and drop cables
Electrical service			32 per contract	22	Assume 16 cut sheets at 1.3 hrs per cut sheet
					Review DCS assembly submittal (includes DCS reader unit, Nema housing, cabling, connectors, antenna, mounting hardware)
DCS			24 per contract	16	
TMS			20 per contract	12	Review TMS assembly submittal (includes TMS unit, cables, connectors, mounting hardware, testing procedures)
Cabinets			20 per contract	28	2 different cabinet configurations
Communication Devices			32 per contract	16	Switches, port servers, maintenance access ports
DMS				0	
OH Truss				0	
Access walkway				0	
Mix Designs				0	
Drilled shaft installation procedures				0	
TMS Poles				10	2 each
<b>ITS TOTAL</b>				<b>120</b>	

Shop Drawing Grand total

264

Dewberry  
Estimate of Work Effort and Cost - Subconsultant (VHB)  
Post Design Services

**VHB**

Project # 429-203A - Wekiva Parkway

## Activity Salary Costs Summary

ACTIVITY	Chief Engineer		Project Manager		Project Engineer		Engineering Intern		N/A		Clerical		N/A		Total M/H By Activity		Salary Costs By Activity	
	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr				
Requests for Information	8	\$69.71	8	\$39.62	8	\$ 37.25	0	\$26.12	0	\$0.00	0	\$0.00	0	\$0.00	24		\$1,173	
PreConstruction Conference	0	\$69.71	0	\$39.62	0	\$ 37.25	0	\$26.12	0	\$0.00	0	\$0.00	0	\$0.00	0		\$0	
Addenda	0	\$69.71	0	\$39.62	0	\$ 37.25	0	\$26.12	0	\$0.00	0	\$0.00	0	\$0.00	0		\$0	
Shop Drawing Reviews	8	\$69.71	8	\$39.62	8	\$ 37.25	0	\$26.12	0	\$0.00	0	\$0.00	0	\$0.00	24		\$1,173	
Plans Revisions	2	\$69.71	2	\$39.62	8	\$ 37.25	0	\$26.12	0	\$0.00	0	\$0.00	0	\$0.00	12		\$517	
Coordination	0	\$69.71	0	\$39.62	0	\$ 37.25	0	\$26.12	0	\$0.00	0	\$0.00	0	\$0.00	0		\$0	
Field Visits	0	\$69.71	0	\$39.62	0	\$ 37.25	0	\$26.12	0	\$0.00	0	\$0.00	0	\$0.00	0		\$0	
Meetings	0	\$69.71	0	\$39.62	0	\$ 37.25	0	\$26.12	0	\$0.00	0	\$0.00	0	\$0.00	0		\$0	
Partnering	0	\$69.71	0	\$39.62	0	\$ 37.25	0	\$26.12	0	\$0.00	0	\$0.00	0	\$0.00	0		\$0	
Record Drawings	2	\$69.71	2	\$39.62	8	\$ 37.25	0	\$26.12	0	\$0.00	0	\$0.00	0	\$0.00	12		\$517	
<b>TOTALS</b>	<b>20</b>	<b>\$1,394.20</b>	<b>20</b>	<b>\$792.40</b>	<b>32</b>	<b>\$1,192.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>72</b>		<b>\$3,378.60</b>	

TOTAL LABOR

\$3,378.60

Post Design Multiplier

3.08

GRAND TOTAL

\$10,406.09

TASK LIST							
Consultant Name: VHB CFX Project No.: 429-203A Date: 6/2/2016				Project Name: Wekiva Parkway			
ACTIVITY: POST DESIGN SERVICES							
TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
Requests for Information (RFI)							
Lighting	EA	12	2		24		Assume 2 per Month for 24 months
Drainage	EA				0		
SPM	EA				0		
Structures	EA				0		
Toll Plaza	EA				0		
RFI Subtotal					24		
Preconstruction Conference	LS				0		
Addenda	LS				0		
Shop Drawing Reviews							
Lighting	LS	1	24		24		
Drainage	LS				0		
SPM	LS				0		
Structures	LS				0		
Toll Plaza	LS				0		
Shop Drawing Subtotal					24		
Plans Revisions							
Lighting	EA	2	6		12		Estimate at 5% of 40 Sheets. Includes QC
Drainage	EA				0		
Structures	EA				0		
Toll Plaza	EA				0		
SPM	EA				0		
Plans Revisions Subtotal					12		
Coordination	EA				0		
Field Visits	EA				0		
Meetings	EA				0		
Partnering	EA				0		
Record Drawings	LS	1	12		12		
TOTAL					72		