

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
March 9, 2017
9:00 a.m.**

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

A. CALL TO ORDER / PLEDGE OF ALLEGIANCE

B. PUBLIC COMMENT

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

C. APPROVAL OF FEBRUARY 9, 2017 BOARD MEETING MINUTES (action Item)

D. APPROVAL OF CONSENT AGENDA (action Item)

E. REPORTS

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

F. REGULAR AGENDA ITEMS

1. **FDOT'S PRESENTATION OF THE I-4 ULTIMATE PROJECT'S PROPOSAL TO TEMPORARILY CLOSE S.R. 408 ORANGE AVENUE OFF-RAMP** – *Loreen Bobo, FDOT I-4 Ultimate Construction Program Manager* (action item)
2. **DISCUSSION REGARDING ADDITION OF BREVARD COUNTY TO CFX BOARD** – *Laura Kelley, Executive Director* (discussion/action item)
3. **UPDATE ON INTEROPERABILITY AGREEMENT** – *Laura Kelley, Executive Director* (info. item)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

4. **AMENDMENT OF 2040 MASTER PLAN FOR INCLUSION OF MULTIMODAL POLICY AND RECOMMENDATIONS** – *Glenn Pressimone, Director of Engineering* (action item)
5. **AWARD OF CONTRACT NO. 001151 FOR ROADWAY AND BRIDGE MAINTENANCE ON S.R. 408, S.R. 417, S.R. 528 AND S.R. 551** – *Claude Miller, Director of Maintenance* (action item)
6. **WEKIVA PARKWAY CONSTRUCTION UPDATE** – *Don Budnovich, P.E., Resident Engineer/ Sr. Project Manager and Mary Brooks, Quest Corporation of America* (info. item)

G. BOARD MEMBER COMMENT

H. ADJOURNMENT

This meeting is open to the public.

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

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

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

C.

APPROVAL OF

2/9/17

BOARD MEETING MINUTES

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
February 9, 2017**

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

Board Members Present:

Mayor Buddy Dyer, City of Orlando (Chairman)
Commissioner Fred Hawkins, Jr., Osceola County (Vice Chairman)
Jay Madara, Gubernatorial Appointment (Treasurer)
Commissioner Brenda Carey, Seminole County
Andria Herr, Gubernatorial Appointment
Mayor Teresa Jacobs, Orange County
Commissioner Sean Parks, Lake County
S. Michael Scheeringa, Gubernatorial Appointment
Commissioner Jennifer Thompson, Orange County

Non-Voting Advisor Not Present:

Diane Gutierrez-Scaccetti, Florida's Turnpike Enterprise

Staff Present at Dais:

Laura Kelley, Executive Director
Joseph L. Passiatore, General Counsel
Darleen Mazzillo, Executive Assistant/Recording Secretary

A. CALL TO ORDER

The meeting was called to order at 9:00 a.m. by Chairman Buddy Dyer.

B. PUBLIC COMMENT

- 1) Marty Sullivan of the Orange County League of Women Voters expressed concerns about the Osceola Parkway Extension.
- 2) Bob Hartnett, Executive Director thanked CFX for their sponsorship of the TEAMFL meeting in January.

C. APPROVAL OF MINUTES

A motion was made by Commissioner Carey and seconded by Commissioner Hawkins to approve the January 12, 2017 Board Meeting Minutes as presented. The motion carried unanimously with nine (9) members present and voting AYE by voice vote.

D. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval.

ACCOUNTING/FINANCE

1. Authorization to advertise for Request for Proposals for Insurance Broker Services – Contract No. 001284

CONSTRUCTION

2. Approval of Construction Contract Modifications for the following projects:
 - a. Project 429-203 Superior Construction Co., SE, LLC (\$867,177.58)
 - b. Project 429-204 Southland Construction, Inc. \$261,562.16
 - c. Project 429-206 GLF Construction Co. \$375,000.00
 - d. Project 599-913 S.A. Casey Construction Co., Inc. \$113.30
 - e. Project 417-304 Southland Construction, Inc. (\$32,730.33)
 - f. Project 253F Lane Construction Corp. \$150,213.00
3. Approval of contract award to England, Thims & Miller, Inc. for Construction Engineering and Inspection Services for S.R. 528 Bridge and Ramp Realignment Projects – Contract No. 001225/Project Nos. 528-131, 528-130, 599-126 (Agreement value: Not-to-Exceed \$2,300,000)
4. Approval of contract award to Southland Construction, Inc. for S.R. 528/Conway Interchange Pond Improvements – Project No. 528-138/Contract No. 001267 (Agreement value: \$819,000)

ENGINEERING

5. Approval of Supplemental Agreement No. 1 with DRMP, Inc. for S.R. 408 Widening from S.R. 417 to Alafaya Trail – Project 408-128/Contract No. 001066 (Agreement value: Not-to-Exceed \$242,209.24)
6. Approval of Fishkind & Associates as Subconsultant to Traffic and Earnings Consultant Services Contract with CDM Smith, Inc. – Contract No. 000889

INFORMATION TECHNOLOGY (IT)

7. Approval of Purchase Order to Dasher Technologies for Toll Revenue Host Upgrades (TRIMS)
(Purchase Order value: \$309,945.44)
8. Approval of Purchase Order to Carousel Industries for Hiawassee Data Center network equipment
(Purchase Order value: \$689,813.82)
9. Approval of Bluewave Resource Partners, LLC as Subconsultant to the General Systems
Consultant Services Contract with AECOM – Contract No. 001215

LEGAL

10. Approval of Addendum to Agreement for Land Planning Expert Witness Consulting Services in the amount of \$200,000 with Ellen S. Hardgrove AICP Planning Consultants, Inc. for the Wekiva Parkway Project Nos. 429-203, 429-204, 429-205 and 429-206
11. Approval of settlement of apportionment claim for Parcels 197/897 (Ms. Vickie Davis d/b/a Bay Hills Equestrian Center) in the amount of \$60,000 – S.R. 429 Wekiva Parkway Project 429-203
12. Approval of settlement agreement in the amount of \$470,260 for the acquisition of Parcel 314 (Deborah New) - S.R. 453, Wekiva Parkway Project 429-206
13. Approval of settlement agreement in the amount of \$569,300 for the acquisition of Parcel 166 (Daniel D. Reid, Katie J. Reid and Darrell Reid d/b/a Happy Hill) – SR 429 Wekiva Parkway Project 429-203
14. Approval of settlement agreement in the amount of \$317,782 for the acquisition of Parcel 167 (Damen Reid) – SR 429-203 Wekiva Parkway Project 429-203
15. Approval of settlement agreement in the amount of \$102,000 for the acquisition of Parcel 166 (Howard Riley d/b/a The Rat Guy) – SR 429 Wekiva Project 429-203
16. Approval of settlement agreement in the amount of \$112,760.00 to settle all pending claims for the taking of Parcel 330 ODA (Smallwood Sign Company)
17. Approval of Mediated Settlement Agreement in the amount of \$1,496,175 to settle all pending claims for the taking of Parcel 241 (CFX v. Daryl and Laura Alderman, et al)
18. Approval of Agreement for Right-of-Way Transfer and Continuing Maintenance between CFX and the City of Winter Garden pertaining to the Widening of CR 535 and Stoneybrook West Parkway

19. Approval of Amendment No. 1 to the University of Central Florida Research Foundation, Inc. (UCFRF) Agreement

RECORDS MANAGEMENT

20. Approval of Contract Renewal with Retrievox Acquisition, LLC II, LLC for Offsite Records Storage Services – Contract No. 000877 (Agreement value: \$0)

SPECIAL PROJECTS

21. Approval of Supplemental Agreement to PayTollo Contract #001177

TOLL OPERATIONS

22. Approval of Supplemental Agreement No. 1 with TC Delivers, Inc. for Toll Operations Printing and Mailing Services – Contract No. 001085 (Agreement value: \$718,306.66)

23. Approval to purchase 100,000 sticker transponders from TransCore, LP (Cost: \$787,000)

TRAFFIC OPERATIONS

24. Authorization to advertise for Letters of Interest for Design Services for installation of new Data Collection System devices and CCTV cameras – Project 599-537/Contract No. 001285

25. Approval of Dynamic Roadway Services, LLC as Subconsultant for the Maintenance of ITS Infrastructure Contract with Kapsch Trafficom Transportation – Contract No. 001283

A motion was made by Commissioner Thompson and seconded by Commissioner Carey to approve the Consent Agenda as presented. The motion carried unanimously with nine (9) members present and voting AYE by voice vote.

E. REPORTS

1. Chairman's Report

Chairman Dyer reported that on today's agenda we will hear about the Customer Opinion Survey. We are extremely happy with the results.

Also on the agenda is the Toll Policy. Last month some Board members mentioned the upcoming toll increase. After the meeting Mayor Dyer sent a letter to staff and Treasurer Jay Madara requesting that we reevaluate the policy in light of the fact that our revenues are exceeding projections.

2. TREASURER'S REPORT

Mr. Madara reported that toll revenues for December were \$33,917,780 which is 5% above projections and 8% above prior year. CFX's total revenues were \$36.8 million for the month.

Total OM&A expenses were \$6.6 million for the month and \$27.9 million year-to-date, which is 12% under budget.

After debt service the total net revenue available for projects was \$16 million for December and \$95 million year-to-date. Our projected year end senior lien debt service ratio is 2.03 which is higher than our budgeted ratio of 1.96

3. EXECUTIVE DIRECTOR'S REPORT

Executive Director Laura Kelley provided the Executive Director's Report in written form. She elaborated briefly on some of the items in the report.

F. REGULAR AGENDA ITEMS

1. APPOINTMENT OF BOARD REPRESENTATIVE TO TEAMFL

A motion was made by Commissioner Hawkins and seconded by Mr. Scheeringa to appoint Commissioner Sean Parks as the CFX Board Representative to TEAMFL. The motion carried unanimously with nine (9) members present and voting AYE by voice vote.

2. RESULTS OF MULTIMODAL INVESTMENT ASSESSMENT BY THE CENTER FOR URBAN TRANSPORTATION RESEARCH

Stephen Reich of the Center for Urban Transportation Research (CUTR) presented the results of the Multimodal Investment Assessment (Exhibit "A").

Recommendations:

- Continue expansion as a multimodal financier and regional partner
- Owner/operator of transit not recommended
- Be cautious when reinvesting toll-payer revenues
- Remain open to broader role as region develops
- Evaluate new projects prior to major commitment
- Account for toll-payer/customer benefits while assessing new investments

Board members provided comments and asked questions, which were answered by Mr. Reich.

It was requested that staff prioritize/develop structure of the CUTR report results and make a recommendation to the Board next month.

A motion was made by Mayor Dyer and seconded by Commissioner Parks to accept the Multimodal Investment Assessment as presented. The motion carried unanimously with nine (9) members present and voting AYE by voice vote.

3. DISCUSSION OF BOARD RULES REGARDING OFFICER ELECTIONS

At the January meeting the Board discussed establishing a protocol for Chairman rotation and requested that it be taken up at today's meeting. Joseph Passiatore presented the pertinent section of the MetroPlan Orlando rules of procedure, for the Board's information.

The consensus of the Board was that the positions rotate between the different jurisdictions and the gubernatorial appointees. It was proposed that the Chairman serves for a year, then the Vice Chairman serves as Chairman, then the Treasurer moves up to Vice Chairman.

(This item was for discussion only. No action was taken by the Board.)

4. CUSTOMER SERVICE PRESENTATION

Chief of Staff/Public Affairs Officer Michelle Maikisch presented the results of the Customer Opinion Survey. Staff is very pleased with the results.

Ms. Maikisch presented highlights of the survey results. The overall satisfaction rate was ninety-seven percent (97%). Ninety-six percent (96%) are satisfied with the customer service they receive from customer service representatives. Ninety-one percent (91%) say toll collectors are friendly and treat each person as a valued customer. Ninety-four percent (94%) would recommend E-PASS to others.

(This item was for information only. No action was taken by the Board.)

G. PUBLIC HEARING

Chairman Dyer called the Public Hearing to order.

1. AMENDMENT TO TOLL POLICY RULE

At the last meeting it was suggested that we begin discussions regarding the toll rate increase scheduled for later this year. As directed by Chairman Dyer in a letter, staff and Treasurer Jay Madara, have been reevaluating the current toll policy and have developed a proposed toll policy for the Board's consideration. The proposed policy balances fiscal accountability and responsibility to our customers.

Mr. Madara explained the current CFX Toll Policy versus a proposed "Customer First" Toll Policy.

Current Toll Policy:

- The current 2009 Toll Policy calls for a toll adjustment on July 1, 2017
- The toll is adjusted every five years at the higher of 3% annum or CPI
- If unchanged, would call for a 15% toll increase on July 1, 2017

"Customer First" Toll Policy:

- NO toll increase on July 1, 2017
- Implement annual toll adjustments to align with other Florida toll agencies starting in 2018
 - Electronic: the higher of 1.5% per annum or CPI
 - Cash: Adjust up to next quarter (\$0.25) when the electronic rate is within 10% of the cash rate
 - The rate for Pay-by-Plate collection will be set by CFX based on actual costs.

2. PUBLIC COMMENT

There were no public comments concerning the Toll Policy.

3. BOARD DELIBERATION / ACTION

Board members asked questions and made comments.

A motion was made by Mr. Madara and seconded by Commissioner Carey to approve the "Customer First" Toll Policy. The motion carried unanimously with nine (9) members present and voting AYE by voice vote.

The consensus of the Board was to review the Toll Policy annually.

H. BOARD MEMBER COMMENT

Board members discussed the following issues:

- Tourist industry concerns about the Turnpike Enterprise's SR 528 project at International Drive / intergovernmental cooperation by the Turnpike Enterprise for local and regional projects
- Interoperability Agreement between the Turnpike Enterprise and CFX
- Brevard County's request to be added to the CFX Board
- Discussions with FDOT Secretary regarding the purchase of portions of SR 528 and SR 417

It was requested that a meeting be scheduled with FDOT Secretary Cone to discuss the above four issues.

It was also decided to address the following issues at the next meeting: 1) Interoperability Agreement with Florida's Turnpike, and 2) Brevard County's request to have a representative on the CFX Board.

I. ADJOURNMENT

Chairman Dyer adjourned the meeting at 10:50 a.m.

Buddy Dyer
Chairman
Central Florida Expressway Authority

Darleen Mazzillo
Recording Secretary/Executive Assistant
Central Florida Expressway Authority

Minutes approved on _____, 2017.

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

D.

Consent Agenda

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONSENT AGENDA

March 9, 2017

ACCOUNTING/FINANCE

1. Authorization to advertise for Financial Advisor Services

CONSTRUCTION

2. Authorization to advertise for construction bids for CFX Headquarter Renovations – Project 599-413/Contract No. 001296

ENGINEERING

3. Authorization to award contract to CH2M Hill, Inc. for Concept, Feasibility & Mobility Study for the Osceola Parkway Extension Project 599-221/Contract No. 001248 (Agreement value: Not to exceed \$1,141,000)
4. Authorization to award contract to Inwood Consulting Engineers, Inc. for Concept, Feasibility & Mobility Study for the Northeast Connector Expressway Project 599-222/Contract No. 001249 (Agreement value: Not to exceed \$1,438,000)
5. Authorization to award contract to RS&H, Inc. for Concept, Feasibility & Mobility Study for the Southport Connector Expressway Project 599-223/Contract No. 001250 (Agreement value: Not to exceed \$1,156,000)
6. Authorization to award contract to Kimley-Horn & Associates, Inc. for Concept, Feasibility & Mobility Study for the Poinciana Parkway Extension/I-4 Connector Project 599-224/Contract No. 001251 (Agreement value: Not to exceed \$1,271,000)
7. Approval of Walker Parking Consultants as a Subconsultant to the General Engineering Consultant Services Contract with Dewberry Engineers, Inc. – Contract No. 001145

INFORMATION TECHNOLOGY (IT)

8. Approval of Purchase Order to Convergent Technologies for upgrades and installation of Headquarters Security System (P.O. amount: \$66,975.00)
9. Approval of Renewal of Agreement with Computer Aid, Inc. for Information Technology Services – Contract No. 000939 (Agreement value: \$0)
10. Authorization to negotiate with the Orlando Venues and Orlando Magic for E-PASS Services in the Amway Parking Garage

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

LEGAL

11. Approval of settlement in the amount of \$205,000 for Parcel 135 (Orange County, FL) - Wekiva Parkway Project 429-202
12. Approval of settlement in the amount of \$772,250.00 for Parcel 158 Parts A & B (Shirley Merrill and S&L Nurseries) – Wekiva Parkway Project 429-202
13. Approval of settlement in the amount of \$310,000 for Parcel 255 (Khoi Nguyen & Thuynhan Huynh) – Wekiva Parkway Project 429-204
14. Approval of settlement offer for Klepzig Easement Interest in the amount of \$2,500 for Parcel 168 (Simmons) – Wekiva Parkway Project 429-203

MAINTENANCE

15. Approval of Supplemental Agreement No. 2 to Kisinger Campo & Associates for bridge inspection services – Contract No. 001127 (Agreement value: \$82,635.15)

TRAFFIC OPERATIONS

16. Authorization to advertise for Letters of Interest for design services for the Network Phase II Project – Contract No. 001292/Project 599-524
17. Approval of Purchase Order to Carousel Industries for service support for Extreme Networks Internet Protocol (IP) Network Equipment (P.O. amount: \$56,810.04)


CONSENT AGENDA ITEM

#1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: February 27, 2017

RE: Request for Authorization to Advertise
Request for Proposals for Financial Advisor Services
Contract No. 001245

Board authorization is requested to advertise for Request for Proposals from qualified firms to serve as CFX's Financial Advisor. Services to be provided may include, but are not limited to: services related to financial planning including the design and monitoring of the plan of finance for CFX's capital improvement plan; services related to debt issuance including preparation of a debt financing structure and providing advice on the marketing and sale of the obligations; services related to other financial planning and general financial advisory services.

The current contract with Public Financial Management, Inc., expires on June 30, 2017, and cannot be renewed.

This contract will be budgeted for in the OM&A Budget.

Reviewed by:


Lisa Lombard
Chief Financial Officer


CONSENT AGENDA ITEM

#2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth O. Williams 
Director of Procurement


DATE: February 28, 2017

SUBJECT: Authorization to Advertise for Construction Bids
CFX's Headquarter Renovations
Project 599-413, Contract No. 001296

Board authorization is requested to advertise for construction bids for the CFX's Headquarter First and Third Floor Renovations to provide additional office capacity and to maximize existing space.

This project is included in the current Five-Year Work Plan.

Reviewed by:


Glenn Pressimone, PE
Director of Engineering




CONSENT AGENDA ITEM

#3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

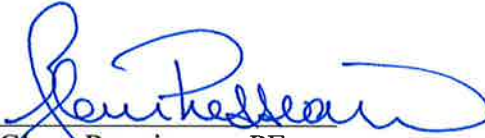

FROM: Aneth O. Williams 
Director of Procurement

DATE: February 21, 2017

SUBJECT: Award of Contract to CH2M Hill, Inc., for the Concept, Feasibility & Mobility Study for the Osceola Parkway Extension
Project 599-221, Contract No. 001248 - AMENDED

The Board approved on January 12, 2017, the final ranking and authorization to negotiate with firms for the Concept, Feasibility & Mobility Studies of the Osceola County Expressway Authority Master Plan Projects. Negotiations with CH2M Hill, Inc. for the study of the Osceola Parkway Extension have been completed. Board award of the contract to CH2M Hill, Inc. is requested in the not-to-exceed amount of \$1,141,000.00.

Reviewed by:


Glenn Pressimone, PE
Director of Engineering


AGREEMENT FOR PROFESSIONAL SERVICES

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
CH2M HILL, INC.**

**CONCEPT, FEASIBILITY AND MOBILITY STUDY FOR
THE OSCEOLA PARKWAY EXTENSION**

CONTRACT NO. 001248, PROJECT NO. 599-221

CONTRACT DATE: March 9, 2017

CONTRACT AMOUNT: \$1,141,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>
AG	Agreement
A	Exhibit “A”, Scope of Services
B	Exhibit “B”, Method of Compensation
C	Exhibit “C”, Details of Cost and Fees
D	Exhibit “D”, Project Organization Chart
E	Exhibit “E”, Project Location Map
F	Exhibit “F”, Schedule

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this 9th day of March, 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and CH2M Hill, Inc., hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in planning and engineering, with the responsible project office located at 225 E. Robinson St., Suite 505, Orlando, FL. 32801.

WITNESSETH:

WHEREAS, CONSULTANT represents that it is fully qualified and authorized to render the professional services contracted herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CFX and CONSULTANT agree as follows:

1.0. DEFINITIONS.

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

2.0. SCOPE OF SERVICES.

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the Concept, Feasibility and Mobility Study for the Osceola Parkway Extension hereinafter "the Project." Further identified as Project No. 599-221 and Contract No. 001248.

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

Before rendering any of the services, 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.

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

3.0 TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five (5) year term from the date of the Notice to Proceed for the required project services as detailed in **Exhibit "A"**. At CFX's sole discretion and election, the Agreement may be renewed with two (2) one-year renewals, or portions thereof. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONSULTANT with written notice of its intent at least thirty (30) days prior to the expiration of the original term and subsequent renewal, if any.

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

4.0 PROJECT SCHEDULE

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

In the event there are delays on the part of CFX as to the approval of any of the materials submitted by the CONSULTANT or if there are delays occasioned by circumstances beyond the control of the CONSULTANT, which delay the scheduled Project completion date, CFX may grant to the CONSULTANT by "Letter of Time Extension" an extension of the scheduled Project completion date equal to the aforementioned delays. The letter will be for time only and will not include any additional compensation.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains within the Project schedule within which to complete the services on the Project. In the event there have been delays which would affect the scheduled Project completion date, the CONSULTANT shall submit a written request to CFX which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one

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

In the event the scheduled Project completion date is reached and the CONSULTANT has not requested, or if CFX has denied, an extension of the completion date, partial progress payments will be stopped when the scheduled Project completion date is met. No further payment for the Project will be made until a time extension is granted or all work has been completed and accepted by CFX.

5.0 PROFESSIONAL STAFF

The CONSULTANT shall maintain an adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. The CONSULTANT shall continue to be authorized to do business within the State of Florida. In the performance of these professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care when performing in a design capacity and shall have due regard for acceptable standards of design principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to CFX, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the associate consultants listed below without the written consent of CFX. It is understood and agreed that CFX will not, except for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

BCC Engineering, Inc. (Class 1)	Bowman & Blair Ecology & Design, Inc. (Class 1)
Infrastructure Engineers, Inc. (Class 1)	KB Environmental Sciences, Inc. (Class 1)
Southeastern Archaeological Research, Inc. (Class 1)	
Tierra, Inc. (Class 2)	Media Relations Group, LLC (Class 2)

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

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the

Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by CFX Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement as described in **Exhibit "A"**.

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.

After CFX's acceptance of documents for the Project, the original set of CONSULTANT's drawings, tracings, plans, maps and CADD files shall be provided to CFX. The CONSULTANT shall signify, by affixing an endorsement (seal/signature, as appropriate) on every sheet of the record set, that the work shown on the endorsed sheets was produced by the CONSULTANT. With the tracings and the record set of prints, the CONSULTANT shall submit a final set of design computations. The computations shall be bound in an 8-1/2 x 11" format and shall be endorsed (seal/signature, as appropriate) by the CONSULTANT. Refer to **Exhibit "A"** for the computation data required for this Agreement.

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

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

7.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$1,141,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

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

Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and

for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. The obligations in this paragraph survive the termination of the Agreement and continue in full force and effect.

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

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

8.0 DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this Project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 225 E. Robinson St., Suite 505, Orlando, FL. 32801.

Notwithstanding Section 17, entitled "Communications, Public Relations, and Use of Logos," CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONSULTANT agrees to comply with Section 119.0701, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

An excerpt of Section 119.0701, Florida Statutes is below.

Per Section 119.0701(1), "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

Per Section 119.0701(b). The contractor shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The obligations in Section 8.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by CFX and subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Failure by the

CONSULTANT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by CFX.

9.0 COMPLIANCE WITH LAWS

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

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

10.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached **Exhibit "C"**, Details of Costs and Fees, supporting the compensation provided in Section 7.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Section 7.0 hereof shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

11.0 TERMINATION

CFX may terminate this Agreement in whole or in part, for any reason or no reason, at any time the interest of CFX requires such termination.

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

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

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated in accordance with **Exhibit "B"** for work properly performed by the CONSULTANT prior to abandonment or termination of the Agreement. The

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

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

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 Executive 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 Executive Director whose decision shall be final.

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

13.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

14.0 HOLD HARMLESS AND INDEMNIFICATION

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

When CFX receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, CFX will immediately forward the notice of claim to the CONSULTANT. The CONSULTANT and the AUTHORITY will evaluate the notice of claim and report their findings to each other within fourteen (14) calendar days.

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the CONSULTANT, CFX and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of the

CONSULTANT in the defense of the lawsuit or to request that the CONSULTANT defend CFX in such lawsuit as described in this section. CFX's failure to notify the CONSULTANT of a notice of claim will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by CFX to the CONSULTANT of the notice of claim or filing of a lawsuit. CFX and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all of its costs, but if the verdict determines that there is joint responsibility, the costs of defense and liability for damages will be shared in the same percentage as that judicially established, provided that CFX's liability does not exceed the limits and limitations arising from Section 768.28, Florida Statutes, the doctrine of sovereign immunity, and law.

CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes, or law. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of CFX's obligations are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, except for payments for work properly performed, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

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

The obligations in Section 14.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Agreement and continue in full force and effect.

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, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this paragraph, CFX shall have the right to terminate this

Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

16.0 INSURANCE

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

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

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

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

16.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. In the event the CONSULTANT does not own automobiles the CONSULTANT shall

maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

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

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

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

The CONSULTANT shall provide CFX with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

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

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

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

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

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

17.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Agreement, it being understood that, under Section 8.0 hereof, such data or information is the property of CFX.

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a copy of the CFX logo or any CFX mark, including trademarks, service marks, or any other mark, collectively referred as "Marks," is to be used in a document or presentation. The Marks shall not be altered in any way. The width and height of the Marks shall be of equal proportions. If a black and white Mark is utilized, the Mark shall be properly screened to insure all layers of the Mark are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer 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 and the CFX Code of Ethics 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 complete the Potential Conflict Disclosure Form with contract execution, annually by July 1, and in the event of changed circumstances.

The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

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

19.0 DOCUMENTED ALIENS

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

20.0 E-VERIFY CLAUSE

CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the contract. CONSULTANT shall require all of its subconsultants to verify the employment eligibility of all new employees hired by the subconsultants during the term of the Agreement.

21.0 CONFLICT OF INTEREST

The CONSULTANT shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the service provided herein and as described below. Questions regarding potential conflicts of interest shall be addressed to the Executive Director for resolution.

During the term of this Agreement:

The CONSULTANT is NOT eligible to pursue any advertised construction engineering and inspection projects of CFX as either a prime or subconsultant where the CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they

participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

22.0 INSPECTOR GENERAL

CONSULTANT agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONSULTANT agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in this paragraph shall survive the expiration or termination of this Agreement and continue in full force and effect.

23.0 PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes, “a person or affiliate who has been placed on the [Florida Department of Management Services] convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the [Florida Department of Management Services] convicted vendor list.”

Pursuant to Section 287.134(2)(a), Florida Statutes, “an entity or affiliate who has been placed on the [Florida Department of Management Services] discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

24.0 INTEGRATION

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no other agreements between the parties in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

25.0 ASSIGNMENT

This Agreement may not be assigned without the written consent of CFX.

26.0 AVAILABILITY OF FUNDS

CFX's performance and obligation to pay under this Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONSULTANT to that effect.

27.0 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.

28.0 AUDIT AND EXAMINATION OF RECORDS

28.1 Definition of Records:

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

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

28.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any

subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.

28.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review, or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

28.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, 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 the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

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

28.6 The obligations in Section 28.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

29.0 NOTICE

All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

To CFX: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: Chief of Infrastructure

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: General Counsel

To CONSULTANT: CH2M Hill, Inc.
225 E. Robinson St., Suite 505
Orlando, FL 32801
Attn: Mark Callahan, P.E.

Attn: _____

30.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 30.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

31.00 ATTACHMENTS

Exhibit "A", Scope of Services
Exhibit "B", Method of Compensation
Exhibit "C", Details of Cost and Fees
Exhibit "D", Project Organization Chart
Exhibit "E", Project Location Map
Exhibit "F", Project Schedule

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX’s Board of Directors at its meeting on March 9, 2017.

CH2M HILL, Inc.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Print Name: _____

Print Name: _____

Title: _____

Effective Date: _____

ATTEST: _____ (Seal)
Secretary or Notary

Approved as to form and execution, only.

General Counsel for CFX

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

CONCEPT, FEASIBILITY & MOBILITY STUDIES

FOR THE

OSCEOLA PARKWAY EXTENTION

CONTRACT 001248

MARCH, 2017

Exhibit A

SCOPE OF SERVICES

TABLE OF CONTENTS

	<u>Description</u>	<u>Page No.</u>
1.0	OVERVIEW	A-1
2.0	LOCATION	A-1
3.0	PURPOSE	A-1
4.0	OBJECTIVE	A-1
5.0	GOVERNING REGULATIONS	A-2
6.0	PROJECT MANAGEMENT AND ADMINISTRATION	A-3
6.1	Notice to Proceed Meeting	A-3
6.2	Key Personnel	A-3
6.3	Project Schedule	A-3
6.4	Correspondence	A-3
6.5	Quality Control	A-3
6.6	Project Management, Meetings and Coordination	A-4
7.0	PUBLIC INVOLVEMENT	A-4
7.1	Public Involvement Plan	A-4
7.2	Mailing List	A-4
7.3	Public Meeting	A-5
7.4	Board Meetings	A-6
7.5	Advisory Groups	A-6
7.6	Project Kick-Off Letter	A-6
7.7	Unscheduled Project Meetings	A-6
7.8	Project Information Line/General Public Correspondence	A-7
7.9	Project Newsletters	A-7
7.10	Project Webpage	A-7
8.0	DATA COLLECTION	A-7
8.1	Aerial Photography	A-8
8.2	Traffic Data	A-8
8.3	Transportation Plans	A-8
8.4	Land Use and Development Plans	A-8
8.5	Physical/Natural Environmental Information	A-8

TABLE OF CONTENTS (Cont.)

8.6	Interagency and Stakeholder Coordination	A-9
8.7	Study Area Base Maps	A-9
8.8	Confirm Corridor Limits	A-9
8.9	Data Collection Summary Technical Memorandum (Deliverable)	A-9
9.0	ESTABLISH PURPOSE AND NEED	A-9
10.0	MOBILITY PROGRAM ALTERNATIVES	A-10
10.1	No-Build Alternative	A-10
10.2	Develop Alternative Mobility Programs	A-10
10.3	Evaluate and Refine Mobility Programs	A-11
10.4	Financial Viability Analysis	A-11
10.5	Concept, Feasibility and Mobility Study Report (Deliverable)	A-11
11.0	DELIVERABLES	A-12
12.0	DESIGN CRITERIA	A-12

1.0 Overview

The Central Florida Expressway Authority (CFX) requires the professional services of a qualified CONSULTANT to perform a comprehensive Concept, Feasibility and Mobility Study (Study) of the Osceola Parkway Extension as identified in the Osceola County Expressway Authority (OCX) Master Plan and the CFX Visioning + 2040 Master Plan.

2.0 Location

The general limits and descriptions of the Osceola Parkway Extension project corridor is provided below. The CONSULTANT will be responsible for refining the corridor limits and defining the logical termini for the project.

Osceola Parkway Extension: The Osceola Parkway Extension is a 9-mile corridor beginning approximately one mile west of the Boggy Creek Road and Osceola Parkway intersection, and extending eastward to the Northeast Connector Expressway. The project also includes a potential north/south segment linking to SR 417 in the general vicinity of the Boggy Creek Road interchange. Florida's Turnpike Enterprise in association with OCX is currently performing a Project Development and Environment (PD&E) study for this project.

The corridor is generally depicted on **Exhibit E**.

3.0 Purpose

The purpose of this Exhibit is to describe the scope of work for the Study and the responsibilities of the CONSULTANT, CFX, CFX's general engineering consultant (GEC) and CFX's traffic and earnings (T&E) consultant.

4.0 Objective

The Study will include the development and evaluation of alternate mobility programs within the project corridor. The work will include the evaluation and documentation of the physical, natural, social, and cultural environment within the corridor and the potential impacts associated with the various mobility alternatives. This analysis will also address economic and engineering feasibility, mobility capacity and levels of service; conceptual geometry and structures; and potential interchanges and intersection improvements. Public involvement and interagency coordination will be an integral part of the assessment process.

The CONSULTANT, in coordination with CFX and its T&E Consultant will forecast the future transportation demands within each corridor (design year of 2045). The CONSULTANT will then develop a range of transportation mobility options and programs that could adequately meet the future demand. Corridor mobility elements to be considered will include but are not necessarily constrained to limited access tolled expressways, mass transit technologies, and intermodal facilities. The CONSULTANT will be responsible for estimating the overall project costs associated with each mobility alternative, including planning, design, construction, operations, permitting and other project related costs. The GEC will be responsible for estimating the right-of-way acquisition costs based on input from the CONSULTANT.

The general objective of this Study is to provide documented information necessary for CFX to reach a decision on the viability of each mobility option. Viability is defined in the Interlocal Agreement by and among Osceola County, CFX and OCX as follows:

“Viable” or “Viability” shall mean an OCX Segment or any portion thereof that is projected in writing by CFX’s traffic and revenue consultant to generate toll revenues over a period of thirty years equal to at least fifty percent (50%) of the cost of such OCX Segment or applicable portion thereof; provided however, that with respect to an interchange portion of an OCX Segment or a portion of any OCX Segment located outside of the County, such interchange or portion of an OCX Segment outside the County is projected in writing by CFX’s traffic and revenue consultant to generate new CFX System Pledged Revenues over a period of thirty years in excess of the cost to build such interchange or portion of such OCX Segment. The cost of an OCX segment or portion thereof shall be determined by CFX, exercising reasonable judgment, as part of its Concept and Feasibility Study and the components of such cost (e.g., right-of-way, construction costs, financing costs, planning and design costs) shall be consistent with CFX’s past practices for such a determination and shall take into consideration any right-of-way donations and other public or private partnership contributions.

5.0 Governing Regulations

The services performed by the CONSULTANT shall comply with all applicable CFX and FDOT Manuals and Guidelines. The FDOT’s Manuals and Guidelines incorporate by requirement or reference all applicable State and Federal regulations. The current edition, including updates, of the following FDOT Manuals and Guidelines shall be used in the performance of this work. It is understood that AASHTO criteria shall apply as incipient policy. Some standards may not apply to the project, but are listed for reference.

- Florida Statutes
- Florida Administrative Codes
- Applicable federal regulations and technical advisories.
- Project Development and Environment Manual
- Plans Preparation Manual
- Roadway Traffic and Design Standards
- Highway Capacity Manual
- Manual of Uniform Traffic Control Devices (MUTCD)
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Bicycle Facilities Planning and Design Manual
- Right-of-Way Mapping Handbook
- Location Survey Manual
- EFB User Guide
- Drainage Manual and Handbooks
- Outline Specifications - Aerial Surveys/Photogrammetry
- Soils and Foundations Manual
- Structures Design Guidelines
- CADD Manual (No. 625-050-001)

CADD Production Criteria Handbook
Florida's Level of Service Standards and Guidelines Manual for Planning (No. 525-000-005)
Equivalent Single Axle Load Guidelines (No. 525-030-121)
Design Traffic Procedure (No. 525-030-120)
K-Factor Estimation Process
Project Traffic Forecasting Guidelines
Florida Highway Landscape Guide
Basis of Estimates Manual

6.0 Project Management and Administration

CFX's General Engineering Consultant (GEC) will provide contract administration, project management services and technical reviews of all work associated with the development and preparation of the Study reports.

6.1 Notice to Proceed Meeting

The CONSULTANT shall meet with appropriate CFX, GEC and T&E personnel immediately following receipt of the Notice to Proceed. As a minimum, the CONSULTANT's Project Manager and senior project personnel shall attend. At the Notice to Proceed Meeting, CFX will:

- Render all relevant information in its possession
- Establish any ground rules upon which the Study process will be conducted
- Bring to the attention of the CONSULTANT any special or controversial issues to be considered in the Study
- Explain the financial administration of the contract

6.2 Key Personnel

The CONSULTANT'S work shall be performed and directed by the key personnel identified by the CONSULTANT and approved by CFX. Any proposed changes to key personnel shall be subject to review and approval by CFX.

6.3 Project Schedule

The Study is expected to have a twelve (12) month duration. Within ten (10) working days after receipt of the Notice-to-Proceed, the CONSULTANT shall provide a schedule of calendar deadlines to the GEC for review. The CONSULTANT shall update the project schedule on a monthly basis and inform CFX of any substantial potential schedule modifications.

6.4 Correspondence

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this Study shall be provided to CFX and the GEC for their records within one (1) week of the receipt of said correspondence.

6.5 Quality Control

The CONSULTANT shall be responsible for ensuring that all work products conform to CFX standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall ensure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified

individuals who were not directly responsible for performing the initial work.

The CONSULTANT shall submit a Quality Assurance/Quality Control (QA/QC) Plan to the GEC for review and approval within ten (10) working days following the Notice to Proceed Meeting.

6.6 Project Management, Meetings and Coordination

The CONSULTANT shall meet with CFX staff and the GEC as needed throughout the life of the project. The CONSULTANT should be prepared to meet on a bi-monthly basis for progress meetings; therefore, 24 meetings should be anticipated. The actual frequency of the meetings will vary depending on the project stage and pending activities.

Progress reports shall be delivered to CFX in a format as prescribed by the GEC and no less than 10 days prior to submission of the corresponding invoice. Judgment on whether work of sufficient quality and quantity has been accomplished will be made by the GEC Project Manager by comparing the reported percent complete against actual work accomplished.

7.0 Public involvement

Public involvement includes communicating to and receiving information from all interested persons, groups, and government organizations on topics related to the Study. The CONSULTANT shall coordinate and perform the appropriate level of public involvement for this project as described in the following subsections. All public involvement tasks and activities will be coordinated with CFX's Public Affairs and Communications Department.

7.1 Public Involvement Plan

The CONSULTANT will prepare a comprehensive Public Involvement Plan (PIP) and submit to the GEC within ten (10) business days following the Notice to Proceed meeting. The purpose of the PIP is to establish and maintain a strategy for early, meaningful, and continuous public and stakeholder involvement throughout the Study process.

The CONSULTANT shall perform all data collection activities necessary to prepare and implement the PIP including but not limited to the following:

- Identification of stakeholders and interested parties,
- Field review of potential meeting sites,
- Preparation and distribution of meeting announcements and notices,
- Preparation of meeting notes.

7.2 Mailing List

The CONSULTANT shall be responsible for developing, maintaining, and updating a project mailing list which will include:

- Public officials and their staffs
- Affected residents, business tenants and property owners within the corridor
- Environmental Advisory Group (EAG)
- Project Advisory Group (PAG)
- Interested parties, including:
 - Residents/property owners within the corridor

- Other informed parties who notify the CONSULTANT that they desire to be added to the mailing list.
- Special interest groups

The CONSULTANT will incorporate the mailing lists received from the recent PD&E study. The CONSULTANT will maintain the mailing list in a computer file which is acceptable to CFX. For each mailing, the CONSULTANT will provide CFX a computer file of the mailing list and a hard copy printout, certified by the CONSULTANT as true and correct. Additional groups and/or individuals may be included on the mailing list as requested.

7.3 Public Meeting

The CONSULTANT shall be responsible for conducting one (1) public information meeting. The meeting will be scheduled to coincide with submittal of the Draft Concept, Feasibility and Mobility Study Report. It is anticipated the meeting will be conducted in an open house format, with a brief scripted presentation and question and answer session.

The CONSULTANT shall prepare and/or provide:

- Handouts
- Display graphics and presentation
- Meeting equipment set-up and tear-down
- Legal and/or display advertisements (The CONSULTANT will pay the cost of publishing)
- Letters for notification of elected and appointed officials, affected property owners and other interested parties. (The CONSULTANT will pay the cost of first class postage.)
- News releases.

The CONSULTANT will investigate potential meeting sites and pay all costs for meeting site rents and insurance. The CONSULTANT will attend the meetings with an appropriate number of personnel to assist CFX staff.

Drafts of all notification advertisements and letters shall be submitted to CFX for its approval at least one week prior to mailing. Mailings, legal notices and/or newspaper display advertisements shall be the responsibility of the CONSULTANT. Actual copies of the notices shall be retained in the project files.

Within two (2) weeks after the public meeting, the CONSULTANT will prepare a complete meeting summary that will contain at a minimum:

- Advertisements and legal notices
- Fact Sheets
- Meeting Notes
- Sign-in sheets
- Comment sheets
- Draft responses to comments and inquiries (if appropriate)

The CONSULTANT will also be responsible for attending the Public Meetings of the other three CFX

Feasibility Studies related to the OCX Master Plan. The CONSULTANT will provide exhibits and staff to address any questions related to their specific project.

7.4 Board Meetings

The CONSULTANT shall be responsible for conducting two (2) presentations each to the Osceola County Expressway Authority, Central Florida Expressway Authority and the Osceola County Board of County Commissioners. It is anticipated the presentations will be conducted to coincide with a scheduled Board Meeting with a brief scripted presentation and question and answer session.

The CONSULTANT shall prepare and/or provide:

- Handouts
- Display graphics and PowerPoint presentation
- Meeting equipment set-up and tear-down

7.5 Advisory Groups

The GEC shall establish a Project Advisory Group (PAG) and Environmental Advisory Group (EAG), which will include staff from the FDOT, Lynx, Orange County, Osceola County, Polk County, permitting agencies, environmental organizations, special interest groups and other entities as identified by CFX. The CONSULTANT will be available to meet with the PAG and EAG up to three (3) times each during the Study to present information regarding the project, receive input and respond to questions.

Potential meeting milestones will include:

- a) Project Kick-off
- b) Prior to Public Workshop
- c) Project Completion

The CONSULTANT will coordinate with CFX and the GEC to prepare the initial PAG and EAG members list. The GEC will be responsible for contacting the PAG and EAG members and maintaining coordination with them throughout the Study, however, the CONSULTANT will be responsible for preparing all materials, presentations, etc. distributed to the PAG/EAG members.

7.6 Project Kick-Off Letter

Within 30 calendar days after the Notice to Proceed meeting, the CONSULTANT will prepare and distribute a Project Kick-Off Letter to the following organizations: FDOT, METROPLAN ORLANDO, Polk TPO, local government agencies, the East Central Florida Regional Planning Council, environmental regulatory agencies and any group or individual that expressed an interest in the project. The purpose of this letter will be to introduce the CONSULTANT to the local officials and to acquaint them with the Study, its purpose and objectives. Typical information shall include: Study team, project scope, project limits, schedule, and potential issues and concerns.

7.7 Unscheduled Project Meetings

The CONSULTANT may be required to participate in unscheduled meetings with the public,

elected officials, or public agencies. The CONSULTANT shall be available with no more than a five (5) working day notice, to attend these meetings or make presentations at the request of CFX. Such meetings and presentations may be held at any hour between 7:00 a.m. and 12:00 midnight on any day of the week. The CONSULTANT may be called upon to provide maps, draft news releases, audio-visual displays, and similar material for such meetings. The CONSULTANT shall be prepared to attend up to 24 such unscheduled meetings.

7.8 Project Information Line/General Public Correspondence

The CONSULTANT shall make available knowledgeable staff that interested parties may call with questions concerning the project. The CONSULTANT will be available to answer questions and respond to comments through this “Information Line” during regular business hours.

7.9 Project Newsletters

The CONSULTANT shall prepare and distribute three (3) project newsletters which will be designed to inform interested parties as to the status of the project. Newsletters shall have the quality of desk-top publishing and be comparable to the previous CFX work efforts. Distribution of the newsletters will coincide with key project milestones as follows:

- Project Kick-off
- Public Meeting / Workshop
- Project Completion

The CONSULTANT will distribute Newsletters to all interested parties, public officials, property owners, special interest groups, etc. as identified above. Distribution of the Newsletter may involve direct mail as well as distribution through various media such as public schools, churches, civic organizations, public libraries, etc.

7.10 Project Webpage

The CONSULTANT shall provide information about the Study to CFX for inclusion in their Webpage. After initial posting of the project information, the CONSULTANT shall provide updated information to CFX three (3) times during the Study.

8.0 Data Collection

Immediately following the Notice to Proceed, the CONSULTANT shall begin data collection. The information collected should include all data necessary to adequately identify and evaluate the alternative mobility programs.

The CONSULTANT shall make maximum use of existing information available from state, regional and local resources, along with information developed during the recent PD&E study. The data base information shall be compatible for use on base maps used for public presentations, corridor maps, and alternative plans.

The CONSULTANT shall obtain all documents prepared as part of the Project Development and Environment (PD&E) study performed by Kimley-Horn and Associates on behalf of Florida’s Turnpike Enterprise and the Osceola County Expressway Authority. The CONSULTANT will review all PD&E documents and will utilize and incorporate all relevant data / analyses / findings / etc. into this Study. The CONSULTANT shall identify any changed conditions, verify adherence to CFX design criteria and perform an in-depth evaluation of the PD&E findings,

recommendations and commitments. Within 30 days from Notice to Proceed, the CONSULTANT shall prepare a technical memorandum (PD&E Evaluation Technical Memorandum) summarizing the results of their evaluation and providing recommendations to be incorporated into the Study.

8.1 Aerial Photography

The CONSULTANT shall use aerial photography as the basis for plotting various data necessary for planning, engineering and environmental analysis, and presentation of the alternative mobility programs. Copies of aerial photography are the prime source of information used to convey project considerations. Existing available aerial photography will be utilized and the digital aerial photography should be compatible with Microstation.

Generally, controlled aerial mapping at a scale of 1" = 200' to 1" = 2000' will be used as the basis for plotting various data necessary to conduct detailed analyses. The CONSULTANT will recommend mapping scales for approval by CFX.

8.2 Traffic Data

The GEC and/or T&E consultant will provide existing traffic data for the expressway system in the Study area. The CONSULTANT shall collect any additional data for the study corridor and surrounding roadway network as needed, but is not expected to conduct machine or other forms of manual field counts.

8.3 Transportation Plans

The CONSULTANT shall collect and summarize at a minimum:

- METROPLAN ORLANDO Long Range Transportation Plan
- Polk TPO Long Range Transportation Plan
- Orange County Comprehensive Plan
- Osceola County Comprehensive Plan
- Polk County Comprehensive Plan
- LYNX System Plans
- Non-motorized modes, including bikeways and pedestrian walkways
- Other applicable transportation plans

8.4 Land Use and Development Plans

The CONSULTANT shall collect all adopted land use plans within and adjacent to the Study corridor. Additionally, the CONSULTANT will, at a minimum, communicate with staff at Orange County, Osceola County, Polk County (and the appropriate city staffs), East Central Florida Regional Planning Council and corridor stakeholders to collect information on planned developments that may influence the analysis and outcome of this Study.

8.5 Physical / Natural Environmental Information

The CONSULTANT will collect information on the existing physical and natural environment from published resources. Information to be collected will include, but is not limited to the following:

- Roadways
- Socioeconomic Characteristics (schools, churches, community centers, etc.)

- Utilities
- Archaeological and Historical Resources
- Recreational
- Wildlife and habitat
- Farmlands
- Major wetland features,
- Surface water bodies,
- Outstanding Florida Waters, Wild and Scenic Rivers and Aquatic preserves, if any,
- Floodplains
- Contamination
- Conservation areas
- Other unique natural features that may influence the analysis and outcome of this Study

8.6 Interagency and Stakeholder Coordination

The CONSULTANT will be required to initiate and maintain coordination with the local governments, FDOT and corridor stakeholders to ensure the Study Team has a firm understanding of the approved and proposed development plans including transportation facilities, land uses, magnitude and timing.

8.7 Study Area Base Maps

The CONSULTANT will prepare base maps for the Study corridor that will be used throughout the Study for public involvement presentations, corridor maps, and alternative plans. All major environmental features should be identified and plotted as well as all current and projected lands uses and development plans collected throughout the coordination process. The CONSULTANT should clearly identify any Study area constraints or fatal flaws. Likewise, the CONSULTANT should identify any opportunities that could have substantive influence on potential alternative mobility programs.

8.8 Confirm Corridor Limits

Upon completion of the data collection efforts and identification of unique corridor characteristics, the CONSULTANT will reaffirm the corridor limits.

8.9 Data Collection Summary Technical Memorandum (Deliverable)

The CONSULTANT will summarize the data collection effort in the Existing Conditions Technical Memorandum (Tech Memo). The Tech Memo will document all of the data collection efforts and will include identification of unique corridor features that will materially influence the development and evaluation of alternative mobility programs. Any “fatal flaws” should be clearly identified in this document. The contents of the Tech Memo will be incorporated in the final Study document.

9.0 Establish Purpose and Need

The Purpose and Need Statement will provide the basis for evaluating the effectiveness of each mobility alternative in meeting the corridor’s transportation needs and shall be developed to meet the requirements of a potential future PD&E study.

The CONSULTANT will evaluate current and future year population, population densities, major

employment centers and densities, traffic and truck forecasts, weekend and recreational traffic and other characteristics of the Study corridor. The evaluation will include a discussion of demographic shifts and emerging population, employment and housing trends. Development and land use patterns will be evaluated to identify major trip generators and/or communities that are currently, or will be in the future, in need of regional mobility improvements.

Under this task the CONSULTANT will identify the corridor mobility needs and document issues sufficiently to guide the development and refinement of mobility alternatives. The CONSULTANT will prepare a formal Purpose and Need statement for review, comment and approval by CFX and the GEC.

10.0 Mobility Program Alternatives

In this portion of the Study, the CONSULTANT will develop and evaluate alternative mobility programs that could satisfy the Study's Purpose and Need. The alternative mobility programs could include one or more of the following transportation elements:

- Limited Access Tolled Expressways
- Buses, fixed guideways, bus rapid transit systems, other mass transit technologies
- Intermodal facilities, including park and ride lots

10.1 No-Build Alternative

The CONSULTANT will develop and evaluate a No-Build scenario. This scenario will be based on the assumption that CFX does not implement a mobility program within the corridor above and beyond what the local governments and private entities have in their plans. The evaluation results should definitively relate to the Purpose and Need statement.

10.2 Develop Alternative Mobility Programs

The CONSULTANT will develop up to three (3) alternative mobility programs, consisting of one or more of the listed mobility elements. The level of detail expected for each mobility element proposed is provided below.

- **Limited Access Tolled Expressway (Expressway)** - The CONSULTANT will develop conceptual alignments in accordance with the design criteria provided in Section 12.0 of the Scope. At a minimum, the CONSULTANT will identify logical termini, prepare typical sections, identify potential bridge and interchange locations (including potential feeder road connections), delineate potential right of way requirements, and estimate potential impacts to critical corridor features. Enough detail will be required to enable the preparation of a reasonable cost estimate and impact evaluation, which the CONSULTANT will also provide.
- **Mass Transit Technology** – The CONSULTANT will identify a single or a range of potential mass transit technologies that could reasonably serve the projected mobility need. For each identified technology the CONSULTANT will provide a conceptual alignment and logical termini; and an overview of the operating parameters (headways, service times, etc.), station locations, capital costs and annual operation and maintenance costs.
- **Intermodal Facilities** – The CONSULTANT will identify potential locations for any proposed intermodal facilities. Approximate size and property requirements must also be estimated. Additionally, a description of the potential transportation modes and

their interaction at the facilities will be required.

The CONSULTANT will plot each mobility program alternative on the base map to clearly reflect the limits and scope of the alternative.

The CONSULTANT will provide a conceptual implementation schedule for each mobility program alternative that is based on the anticipated development schedule and mobility needs of the corridor. Phased implementation of the overall Mobility Program is acceptable, however, the schedule must clearly indicate the phasing and the triggers for each phase.

The CONSULTANT will present the three alternative mobility programs to CFX and the GEC for review, comment, refinement and approval.

10.3 Evaluate and Refine Mobility Programs

The CONSULTANT will evaluate the unique elements, benefits and impacts of each mobility alternative and summarize in a matrix. The primary evaluation efforts are described below:

- The CONSULTANT will coordinate with the T&E consultant to develop conceptual traffic and revenue forecasts for each mobility program alternative to determine how effective each is at satisfying the Purpose and Need and estimate its financial viability.
- The CONSULTANT will prepare conceptual costs for each alternative. The costs will address initial capital costs such as design, right of way acquisition and construction, as well as vehicle / technology procurement for each alternative that includes a multimodal element. Costs for annual operations and maintenance of each alternative will also be estimated.
- The CONSULTANT will estimate impacts to the physical and natural environment. This analysis should address not only potential impacts resulting from the proposed alternatives, but also include a discussion of the steps needed to accomplish the environmental approval and possible mitigation.

Upon completion of the evaluation of the alternative mobility programs, the CONSULTANT will present the evaluation results to CFX, the GEC and the T&E consultant for review, comment and refinement.

10.4 Financial Viability Analysis

Using the potential mobility program project costs, the CONSULTANT will support the project Viability assessment performed by the T&E consultant in accordance with the Interlocal Agreement.

10.5 Concept, Feasibility and Mobility Study Report (Deliverable)

The CONSULTANT will document the alternative mobility program development and evaluation effort in the ***Concept, Feasibility and Mobility Study Report (Report)***. In general, the CONSULTANT will provide documentation for all of the major work efforts of the Study, including but not limited to the following:

- Data Collection / Existing Conditions (As documented in the Technical Memorandum)
- Corridor Confirmation (As documented in the Technical Memorandum)
- Purpose and Need (As previously approved)
- Alternative Mobility Program Development
- Alternatives Mobility Program Evaluation

- Viability Evaluation
- Conclusions and Recommendations

The GEC will provide a DRAFT outline to the CONSULTANT prior to initiating the documentation process to help ensure the Report adequately addresses all pertinent aspects of the Study.

11.0 Deliverables

The CONSULTANT will provide the following documents / deliverables.

- Corridor Base Maps
- Public Involvement Plan
- PD&E Evaluation Technical Memorandum (Tech Memo) – Draft and Final
- Existing Conditions Technical Memorandum (Tech Memo) – Draft and Final
- Purpose and Need Statement – Draft and Final
- Concept, Feasibility and Mobility Study Report (Report) – Draft and Final
- Public Meeting / Workshop Summary – Draft and Final

Five (5) professionally bound copies and a pdf of each draft / final submittal will be required for all deliverables except the Final ***Concept, Feasibility and Mobility Study Report***, of which 20 professionally bound copies and a pdf will be required.

12.0 Design Criteria

See table depicting Design Criteria below:

Development of this project will be guided by the basic design criteria listed below.

Design Element	Design Standard	Source
<u>Design Year</u>	2045	- Scope of Services
<u>Design Vehicle</u>	WB-62FL/WB-67	- AASHTO 2004, Pg. 18 - FDOT PPM Vol. I, p 1-19
<u>Design Speed</u> Rural Freeway Urban Freeway Urban Arterial Rural Arterial Other Frontage Road Service Road Access Road Ramp Directional Loop	70 mph 60 mph 45 mph ¹ 55 mph 45 mph 50 mph As appropriate 50 mph 30 mph	- FDOT PPM Vol. I, Tbl. 1.9.1, 1.9.2
<u>Lane Widths</u> Freeway Ramp 1-lane 2-lane Turning Roadway Arterial Collector/Service Road Bicycle Rural/Urban	12-ft 15-ft 24-ft Case dependent 12-ft 12-ft 5-ft/4-ft (designated or undesignated)	- FDOT PPM Vol. I, Tbl. 2.1.1, 2.1.2, 2.1.3 & 2.14.1

Design Element	Design Standard				Source
<u>Cross Slope (lanes 1-way)</u> Roadway 2-lane (2) 3-lane (3) 4-lane (4) ₂ Bridge Section Max. Lane "Roll-over" DS 35 mph DS 35 mph	-0.02 ft/ft (2) -0.02 ft/ft (2), -0.03 ft/ft (1) +0.02 ft/ft (1), -0.02 ft/ft (2), -0.03 (2) -0.02 (typical, uniform, no slope break) 4.0% 5.0% (between though lane & aux. lane) 6.0% (between though lane & aux. lane)				- FDOT PPM Vol. I, Fig. 2.1.1 - PPM Vol. I, Sect. 2.1.5 - FDOT PPM Vol. I, Fig. 2.1.1 - PPM Vol. I, Table 2.1.4
<u>Median Width</u> Freeway DS 60 mph DS 60 mph All Arterial & Collector DS 45 mph DS 45 mph Offset Left Turn Lanes Median width 30-ft Median width 30-ft	60 to (64-ft*) 40-ft 26-ft (with barrier) 22-ft 40-ft Parallel offset lane Taper offset lane				- FDOT PPM Vol. I, Tbl. 2.2.1 - FDOT PPM Vol. I, Sect. 2.13.3 & Fig. 2.13.2 - AASHTO Exh. 9-98
<u>Shoulder Width (lanes 1-way)</u> Freeway 3-lane or more 2-lane Ramp 1-lane 2-lane Aux. Lane Arterial & Collector (Norm. volume) 2-lane divided 1-lane undivided Service Road, 2-Lane, 2-Way, Undivided <u>Shoulder Cross Slope</u> Max. Shoulder "Roll-over" <u>Bridge section (lanes 1-way)</u> 2-lane 3-lane or more 1-lane ramp 2-lane ramp Service Road, 2-Lane, 2-Way, Undivided	Total (ft)		Paved (ft)		- FDOT PPM Vol. I, Tbl. 2.3.1 to 2.3.4, Fig. 2.3.1 - Design Standards Index No. 510 - FDOT PPM Vol. I, Fig. 2.0.1, 2.0.2, 2.0.4
	Outside	Left	Outside	Left	
	12	12	10	10	
	12	8	10	4	
	6	6	4	2	
	10	8	8	4	
	12	N/A	10	N/A	
	10	8	5	0	
	10	N/A	5	N/A	
	10	10	5	5	
	0.06	0.05	-	-	
	7.0%	7.0%	-	-	
	10	6	-	-	
	10	10	-	-	
	6	6	-	-	
	10	6	-	-	
	10	10	-	-	
<u>Border Width</u> Freeway Ramp Arterial/Collector DS 45 mph DS 45 mph Arterial/Collector (Curb & Gutter) DS = 45 mph DS 40 mph	94-ft, (94-ft desirable) 94-ft, (L.O.C. plus 10-ft as minimum) 40-ft 33-ft 14-ft (12-ft with bike lane) 12-ft (10-ft with bike lane)				- FDOT PPM Vol. I, Tbl. 2.5.1, 2.5.2 - (CFX Policy) ₃

Design Element	Design Standard		Source
<u>Roadside Slopes</u> Front slope Front slope (curb & gutter) Back slope Back slope (curb & gutter)	Fill Height (ft)	Rate	- FDOT PPM Vol. I, Tbl. 2.4.1 - (CFX Policy) ₃ Use 1:3 slopes, avoid 1:2 slopes except where as necessary
	0.0-5	1:6	
	5-10	1:6 to CZ & 1:4	
	10-20	1:6 to CZ & 1:3	
	> 20	1:2 with guardrail (Use 10-ft bench at half the height of fill)	
	All	1:2 not flatter than 1:6	
	All	1:4 or 1:3 w/ standard width trap, ditch & 1:6 front slope	
		1:2 not flatter than 1:6	
<u>Max. Grade / Max. Change in Grade</u> Freeway (Rural / Urban) Ramp Directional Loop Arterial Rural Urban Collector Frontage Road/Service Road Min. Grade Curb & Gutter	Max. Grade		- FDOT PPM Vol. I, Tbl. 2.6.1, 2.6.2 - FDOT PPM Vol. I, Tbl. 2.6.4
	3.0%		
	0.20% / 0.40%		
	5.0%		
	0.60%		
	7.0%		
	1.00%		
	3.5%		
	0.50%		
	6.0%		
0.70%			
6.5% to 9.0%			
-			
8.0%			
0.70%			
0.3%			
-			
<u>Minimum Stopping Sight Distance</u> (Grades 2.0%)	Dsgn. Speed (mph)	Distance (ft)	- FDOT PPM Vol. I, Tbl. 2.7.1
	70	730	
	60	570	
	55	495	
	50	425	
	45	360	
	30	200	
<u>Decision Sight Distance</u> (Per avoidance maneuver)	Dsgn. Speed (mph)	Distance (ft)	- AASHTO Exh. 3-3
	70	780-1445	
	60	610-1280	
	55	535-1135	
	50	465-1030	
	45	395-930	
	30	220-620	
<u>Horizontal Curve Length</u> Freeway Others <u>Max. Curvature (Degree of Curve)</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional DS = 30 mph Loop	V = Design Speed 30V (15V min.) 15V (400-ft min.)		- FDOT PPM Vol. I, Tbl. 2.8.2a
			- FDOT PPM Vol. I, Tbl. 2.8.3
	3 30' 00"		
	5 15' 00"		
	6 30' 00"		
	8 15' 00"		
	8 15' 00"		
	8 15' 00"		
	8 15' 00"		
	24 45' 00"		

Design Element	Design Standard		Source
<u>Superelevation Transition</u> Tangent Curve Spirals	80% (50% min.) 20% (50% min.) <i>(Curves < 1°30' 00" do not use spirals)</i>		-FDOT PPM Vol. I, Sect. 2.9 - <i>(CFX Policy)</i>
<u>Superelevation Rates</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional DS = 30 mph Loop	e_{max}	SE Trans. Rate	- FDOT PPM Vol. I, Tbl. 2.9.1, 2.9.2, 2.9.3, 2.9.4 - Design Standards Ind. No. 510,511 - AASHTO Exh. 3-28
<u>Vertical Curves</u> Length, $L = KA$	Dsgn. Speed (mph)	K-value	
		Crest	Sag
	70	401	181
	60	245	136
	55	185	115
	50	136	96
	45	98	79
<u>Minimum Lengths</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional DS = 30 mph Loop	Crest	Sag	
	500-ft	400-ft	
	400-ft	300-ft	
	350-ft	250-ft	
	135-ft	135-ft	
	135-ft	135-ft	
	300-ft	200-ft	
<u>Ramps</u> Ramp Terminals Length Taper Minimum Spacing Entrance to Exit ⁶ Exit to Entrance to Entrance Exit to Exit Turning Roadways	<u>Entrance</u> "Parallel-Type" 900 to 1200-ft 300-ft (25:1)	<u>Exit</u> "Taper-Type" 550-ft (2° to 5°, 3° desirable)	- Design Standards Ind. No. 525 - AASHTO Pg. 850-856
	1,600 to 2,000-ft 500-ft 1,000-ft 1,000-ft 600 to 800-ft		- AASHTO Exh. 10-68, Pg. 844

Design Element	Design Standard	Source
<u>Lane Drop Taper</u>	$L = WS$ (DS = 45 mph) $L = WS^2/60$ (DS \leq 40 mph) 50:1 min, 70:1 desirable (freeways)	- Design Standards Ind. No. 525,526 - AASHTO Pg. 818
<u>Clear Zone</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional 1 to 2-lane DS = 30 mph Loop 1 to 2-lane	36-ft 30-ft 4-ft (Curb & Gutter) As appropriate 4-ft (Curb & Gutter) 24-ft 14-ft to 24-ft 10-ft to 18-ft	- FDOT PPM Vol. I, Tbl. 2.11,11
<u>Vertical Clearance</u> Over Roadway Over Railroad Sign over Roadway Over Water	16'-6" 23'-6" 17'-6" 12'-0" min.	- FDOT PPM Vol. I, Tbl. 2.10.1 to 2.10.4, Sect. 2.10.1
<u>Limited Access Limits</u> Rural Urban Crossroad overpass/no interchange	300-ft min. 100-ft min 200-ft	- FDOT PPM Vol. I, Sect. 2.14.1

Ramp Operations

- Two thousand (2,000) ft. between entrance and exit terminals - full freeways
- Six hundred (600) ft. between exit and entrance terminals
- Entrance Ramp Taper of 900 ft. (1° - convergence)
- Exit Ramp Taper of 550 ft. (3° - divergence)

Right-of-way

- Ten (10) ft. from back of walls or limit of construction.
- Two (2) ft. from back of sidewalk on frontage roads.
- Drainage and construction easements as required.
- Ninety-four (94) ft. from ramp or mainline traveled way desirable for limited access ROW.
- Limited access right-of-way limits per Index 450.

EXHIBIT B

METHOD OF COMPENSATION

EXHIBIT "B"
METHOD OF COMPENSATION

1.00 PURPOSE:

This Exhibit describes and defines the limits of compensation to be made to the CONSULTANT for the services set forth in Exhibit "A" of this Agreement and the method by which payments shall be made.

2.00 AMOUNT OF COMPENSATION:

2.10 CFX agrees to pay the CONSULTANT for the performance of services described in Exhibit "A" an amount not to exceed a Total Maximum Limiting Amount of \$1,141,000.00.

2.11 The Total Maximum Limiting Amount for the project assigned under this Agreement shall include:

- A Limiting Amount for Salary Related Costs consisting of the sum of actual salary and wages and the applicable administrative overhead and payroll burden (fringe benefits) costs;
- A Fixed Fee as the Operating Margin or profit paid for the professional services described in this Agreement;
- A Lump Sum Amount for Expenses;
- A Limiting Amount for Subconsultants (as identified in paragraph 5.0 of the Agreement for Professional Services);
- An Allowance Amount for CFX to utilize as necessary.

2.12 The Total Maximum Limiting Amount for the project assigned under this Agreement shall consist of the following:

CH2M HILL, INC.

Total Activity Salary Costs	<u>\$349,907.17</u>
(a) Overhead Additives	
(1) Combined (<u>101.77%</u>)	<u>356,100.53</u>
Subtotal (Salary + Overhead)	<u>706,007.70</u>
(b) Lump Sum for Operating Margin (<u>12.00%</u>)	<u>84,720.92</u>
Subtotal (Salary Related)	<u>790,728.62</u>
(c) Direct Expenses - Lump Sum (Prime)	<u>14,928.45</u>
BASIC FEE	<u>805,657.07</u>
(d) Subcontracts (Limiting Amount)	<u>230,814.26</u>
(e) Allowance	<u>104,528.67</u>
TOTAL MAXIMUM LIMITING AMOUNT	<u>\$1,141,000.00</u>

2.13 It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient funding remains within the Total Maximum Limiting Amount stated above in Section 2.12 to complete the services for the project. Changes in the Total Maximum Limiting Amount for the project shall require execution of a Supplemental Agreement. The CONSULTANT is obligated to complete project services within the Total Maximum Limiting Amount established herein.

3.00 ALLOWABLE COSTS:

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

3.10 Direct Salaries and Wages: All direct salaries and wages of the CONSULTANT and Subconsultants (as identified in paragraph 5.0 of the Agreement for Professional Services) for time expended by personnel in the performance of the work (exclusive of unit price based work performed by Class 2 Subconsultants); however, this shall specifically exclude salaries and payroll burden of Corporate Officers and Principals when expended in the performance of indirect functions.

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

- Straight Overtime: Straight overtime shall be the portion of overtime compensation paid for employees at the straight time hourly rate and shall be burdened with overhead and fringe benefits.
- Premium Overtime: Premium overtime costs shall be the portion of overtime compensation paid in excess of the straight time hourly rate and shall not be burdened with overhead and fringe benefits.
- Payment of Overtime: Straight Overtime or Premium Overtime shall be paid in accordance with the CONSULTANT'S overtime policies and practices, provided that such compensation plan or practice is so consistently followed, in effect, to imply an equitable treatment of overtime to all the CONSULTANT'S clients.

Premium Overtime is not authorized unless approved in writing by CFX's Project Manager.

3.11 Indirect Charges: Administrative overhead and payroll burden costs not to exceed a combined maximum rate of 101.77% when applied to the CONSULTANT'S chargeable salaries and wages. Administrative overhead and payroll burden costs for Subconsultants shall be as established in Exhibit "C".

3.12 Expenses: A Lump Sum Amount shall be paid to the CONSULTANT and all Subconsultants for miscellaneous and out-of-pocket expenses as established in Exhibit "C".

3.13 Class 2 Subconsultants: Compensation shall be based on a unit price basis not to exceed the limiting amount established herein. The unit prices acceptable for this agreement shall be at the unit prices established in Exhibit "C".

3.14 Field Survey by subconsultant: Compensation shall be based on a unit price basis not to exceed the limiting amount established herein. The unit prices acceptable for this agreement shall be at the unit prices established in Exhibit "C".

3.15 Fixed Fee: Fixed Fee is the operating margin paid to the CONSULTANT and the Subconsultants for the professional services described in this Agreement (exclusive of unit price based work performed by Class 2 Subconsultants). The fixed fee shall remain fixed regardless of the relation of the actual salary related costs to the estimated salary related costs and regardless of any extension of contract time granted pursuant to paragraph 4.0 of the Agreement for Professional Services. Salary related costs are defined as the sum of direct salaries and wages and the applicable administrative overhead and payroll burden costs.

4.00 METHOD OF PAYMENT:

Unless increased, no more than the Total Maximum Limiting Amount provided for in Section 2.00 shall be paid by CFX to the CONSULTANT as follows, subject to the provisions of Section 3.00 above:

4.10 The CONSULTANT shall be reimbursed monthly for authorized services performed. Payment to the CONSULTANT shall be in an amount to cover costs incurred during the preceding month for actual direct salary and wages, a provisional allowance for the administrative overhead and payroll burden, a portion of Lump Sum expenses and Subconsultant Costs, plus an allowance for Fixed Fee (Operating Margin), less retainage.

The basis for all CONSULTANT and Class 1 Subconsultant (as defined in Section 5.0 in the Agreement for Professional Services) invoices shall be the actual employee salary and wages at the time work was performed on the project by such employee. Staff classification maximum rates have been established in Exhibit "C" for the CONSULTANT and all Class 1 Subconsultants. It is understood that the staff classification maximum rates shall not be exceeded without prior written approval from CFX. It is further understood that the staff classification average rates used to generate the Total Maximum Limiting Amount in Exhibit "C" will not be revised throughout the term of the Agreement. All future Supplemental Agreements executed as part of this Agreement shall be based on the negotiated staff classification average rates detailed in Exhibit "C". Class 2 Subconsultants shall prepare their invoices in accordance with the provisions of Section 3.13.

4.11 The combined provisional allowance for administrative overhead and payroll burden, expressed as a percentage of salary related costs, for the CONSULTANT is 101.77 percent.

The provisional allowance for administrative overhead and fringe benefits established herein will be adjusted, as necessary, upon completion of an interim audit during the term of the project, or a post audit following project completion, subject to the following limitations:

- The combined allowance for administrative overhead and fringe benefits shall not exceed 101.77%; and
- Adjustments to the combined allowance for administrative overhead and fringe benefits shall not increase the compensation to the CONSULTANT beyond the Total Maximum Limiting Amount.

4.12 The Fixed Fee (Operating Margin) approved by CFX to be paid to the CONSULTANT for the services set forth in this Agreement is established as shown in Section 2.12 of this Exhibit "B".

The CONSULTANT shall earn monthly a portion of its approved fixed fee at 12.00 percent of actual approved salary related costs. Accumulated fixed fee earnings are subject to the aforementioned fixed fee amount. When project services have been satisfactorily completed, the difference between the approved and previously earned fixed fee shall be due and payable to the CONSULTANT and Subconsultants (exclusive of unit price based work performed by Class 2 Subconsultants).

4.13 The CONSULTANT shall earn a portion of its established Lump Sum expense cost in the amount equal to such Lump Sum equally distributed over the project's anticipated duration. Any balance due the CONSULTANT upon completion of a project shall be paid in the final invoice.

4.14 The CONSULTANT shall be compensated for Subconsultant Services in accordance with Section 3.00 of this Exhibit "B" for actual work performed.

4.15 Payments to the CONSULTANT shall be subject to retainage. Retainage shall be calculated as a percent of the sum of salary costs, administrative overhead and payroll burden, and operating margin. No retainage shall be withheld on expenses or Subconsultant Services.

CFX shall withhold from monthly payments a retainage of ten percent (10%) until fifty percent (50%) of the work is completed, and five percent (5%) thereafter until all work is completed. Retainage withheld at project completion shall be released to the CONSULTANT upon satisfactory completion of all services and acceptance of all deliverables by CFX.

4.16 The CONSULTANT shall be responsible for the consolidation and submittal of one (1) original monthly invoice, in the form and detail established or approved by CFX. All payments on such invoices are conditional and subject to adjustment as a result of a final audit as to the allowability of costs in accordance with this Agreement. Invoices shall

include an itemization and substantiation of costs incurred. The itemization must include the amount budgeted, current amount billed, total billed to date and amount to complete.

4.17 The CONSULTANT shall promptly pay all subconsultants their proportionate share of payments received from CFX.

4.18 CFX reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by CFX. Any and all such payment previously withheld shall be released and paid to CONSULTANT promptly when the work is subsequently satisfactorily performed notwithstanding paragraph 4.0 of the Agreement for Professional Services.

5.00 PROJECT CLOSEOUT:

5.10 Final Audit: The CONSULTANT shall permit CFX to perform or have performed an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under this Agreement are subsequently properly disallowed by CFX because of accounting errors or charges not in conformity with this Agreement, the CONSULTANT agrees that such disallowed amounts are due to CFX upon demand. Further, CFX shall have the right to deduct from any payment due the CONSULTANT under any other contract between CFX and the CONSULTANT an amount sufficient to satisfy any amount due and owing CFX by the CONSULTANT under this Agreement. Final payment to the CONSULTANT shall be adjusted for audit results.

5.11 Certificate of Completion: Subsequent to the completion of the final audit, a Certificate of Completion will be prepared for execution by both parties stating the total compensation due the CONSULTANT, the amount previously paid, and the difference.

Upon execution of the Certificate of Completion, the CONSULTANT shall either submit a termination invoice for an amount due or refund to CFX for the overpayment, provided the net difference is not zero.

EXHIBIT C

DETAILS OF COST AND FEES

**Concept, Feasibility and Mobility Study for the
Osceola Parkway Extension**
Effective dates for Additional Personnel forms
Contract # 001248

Consultant (Class I only)	Effective Date
CH2M Hill, Inc.	1/20/2017
BCC Engineering, Inc.	1/18/2017
Bowman & Blair Ecology & Design, Inc.	1/14/2017
Infrastructure Engineers, Inc.	1/13/2017
KB Environmental Sciences, Inc.	2/1/2017
Southeastern Archaeological Research, Inc.	1/20/2017

Concept, Feasibility and Mobility Study for the Osceola Parkway Extension

Contract Multiplier Worksheet

Contract # 001248

Consultant Name	Audited Overhead	Fixed Fee	Multiplier
CH2M Hill, Inc.	101.77%	12.0000%	2.26
BCC Engineering, Inc.	160.41%	12.0000%	2.92
Bowman & Blair Ecology & Design, Inc.	124.00%	12.0000%	2.51
Infrastructure Engineers, Inc.	172.22%	11.7903%	3.04
KB Environmental Sciences, Inc.	94.93%	12.0000%	2.18
Media Relations Group, LLC	154.73%	12.0000%	2.85
Southeastern Archaeological Research, Inc.	116.05%	12.0000%	2.42
Tierra, Inc.	165.47%	12.0000%	2.97

**CH2M Hill, Inc.
Osceola Parkway Extension
Contract # 001248**

Class I	Max Salary (based on category high)
Engineer 8	\$114.06
Engineer 7	\$99.85
Engineer 6	\$70.99
Engineer 5	\$63.96
Engineer 4	\$55.26
Engineer 3	\$42.10
Engineer 1	\$29.94
Engineer 0	\$23.30
Technician 5	\$38.17
Technician 3	\$30.78
Office	\$28.99

BCC Engineering, Inc.
Osceola Parkway Extension
Contract # 001248

Class I	Max Salary (based on category high)
Senior Specialist/QAQC	\$100.00
Project Manager	\$64.76
Senior Engineer	\$81.73
Planner	\$37.54

Bowman & Blair Ecology & Design, Inc.
Osceola Parkway Extension
Contract # 001248

Class I	Max Salary (based on category high)
Project Manager	\$29.15
Project Scientist	\$29.15
GIS/CAD	\$22.29

Infrastructure Engineers, Inc.
Osceola Parkway Extension
Contract # 001248

Class I	Max Salary (based on category high)
Senior Engineer	\$86.02
Engineer Intern	\$32.18
Senior Designer	\$45.31

**KB Environmental Sciences, Inc.
Osceola Parkway Extension
Contract # 001248**

Class I	Max Salary (based on category high)
Chief Scientist	\$71.56
Scientist	\$33.38
Environmental Specialist	\$22.95
Engineering Technician	\$22.28
Technician Aide	\$16.00

**Media Relations Group, LLC
Osceola Parkway Extension
Contract # 001248**

Class II	Unit Prices
Public Involvement Manager	\$274.03
Public Information Officer	\$85.50
Designer	\$87.21

Southeastern Archaeological Research, Inc.
Osceola Parkway Extension
Contract # 001248

Class I	Max Salary (based on category high)
Project Manager	\$130.49
Chief Archaeologist	\$50.27
Senior Specialist	\$45.22
Specialist	\$27.73
Senior Archaeologist	\$33.15
Archaeologist	\$23.64
GIS Specialist	\$24.69
Secretary/Clerical	\$26.00

Tierra, Inc.
Osceola Parkway Extension
Contract # 001248

Class II	Unit Prices
Project Manager	\$198.25
Senior Engineer	\$193.88
Chief Scientist	\$154.62
Senior Project Engineer	\$168.22
Geotechnical Engineer	\$150.67
Engineering Intern	\$97.12
Senior Scientist	\$122.04
Sr Engineering Technician	\$86.13
Geotechnical Technician	\$69.74
Designer-Computer Technician	\$96.67
Secretary/Clerical	\$74.25

Item Description	Unit	Unit Price	Quantity	Total
Geotechnical Field Investigation				
612-Geo Mobilization Drill Rig Truck Mount	Each	\$ 350.00		\$ -
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each	\$ 700.00		\$ -
610-Geo Mobilization Drill Rig Track Mount	Each	\$ 3,250.00		\$ -
418-Geo Drill Crew Support Vehicle	Day	\$ 160.00		\$ -
609-Geo Mobilization Drill Rig Barge Mount	Each	\$ 7,500.00		\$ -
405-Geo Barge (Owned)	Day	\$ 2,500.00		\$ -
618-Geo Mobilization Support Boat	Each	\$ 500.00		\$ -
618.1-Geo Support Safety Boat	Day	\$ 500.00		\$ -
619-Geo Mobilization Tri-Pod	Each	\$ 1,250.00		\$ -
419-Geo Drilling Crew 2-Person	Hour	\$ 135.00		\$ -
420-Geo Drilling Crew 3-Person	Hour	\$ 185.00		\$ -
Geo SPT Truck 0-50 Ft	LF	\$ 12.90		\$ -
Geo SPT Truck 50-100 Ft	LF	\$ 17.00		\$ -
Geo SPT Truck 100-150 Ft	LF	\$ 31.00		\$ -
Geo SPT Truck 150-200 Ft	LF	\$ 39.00		\$ -
478-Geo SPT Truck-Mud Bug 0-50 Ft	LF	\$ 15.20		\$ -
479-Geo SPT Truck-Mud Bug 50-100 Ft	LF	\$ 18.10		\$ -
480-Geo SPT Truck-Mud Bug 100-150 Ft	LF	\$ 32.00		\$ -
481-Geo SPT Truck-Mud Bug 150-200 Ft	LF	\$ 42.00		\$ -
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	\$ 21.50		\$ -
474-Geo SPT Barge/Track/Amphibious 050-100 Ft	LF	\$ 28.90		\$ -
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	\$ 53.00		\$ -
476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	\$ 70.00		\$ -
Geo Grout Boreholes- Truck 0-050 Ft	LF	\$ 5.25		\$ -
Geo Grout Boreholes- Truck 50-100 Ft	LF	\$ 7.00		\$ -
Geo Grout Boreholes- Truck 100-150 Ft	LF	\$ 10.25		\$ -
Geo Grout Boreholes- Truck 150-200 Ft	LF	\$ 14.00		\$ -
440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	\$ 6.25		\$ -
441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF	\$ 8.00		\$ -
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$ 13.10		\$ -
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	\$ 18.00		\$ -
435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF	\$ 8.50		\$ -
436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF	\$ 11.25		\$ -
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	\$ 17.25		\$ -
438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF	\$ 25.00		\$ -
Geo Temp Casing 3" Truck 0-050 Ft	LF	\$ 8.50		\$ -
Geo Temp Casing 3" Truck 50-100 Ft	LF	\$ 10.25		\$ -
Geo Temp Casing 3" Truck 100-150 Ft	LF	\$ 12.25		\$ -
Geo Temp Casing 3" Truck 150-200 Ft	LF	\$ 15.00		\$ -

Item Description	Unit	Unit Price	Quantity	Total
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	\$ 10.30		\$ -
489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF	\$ 14.00		\$ -
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	\$ 17.50		\$ -
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	\$ 22.00		\$ -
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF	\$ 14.50		\$ -
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	\$ 17.50		\$ -
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	\$ 20.00		\$ -
486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF	\$ 25.00		\$ -
463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID	LF	\$ 45.00		\$ -
465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID	LF	\$ 52.00		\$ -
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	\$ 60.00		\$ -
453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF	\$ 48.00		\$ -
455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF	\$ 64.00		\$ -
457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID	LF	\$ 80.00		\$ -
459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID	LF	\$ 94.00		\$ -
427-Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft	Each	\$ 71.00		\$ -
428-Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft	Each	\$ 71.00		\$ -
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$ 85.00		\$ -
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	\$ 85.00		\$ -
422-Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft	Each	\$ 71.00		\$ -
423-Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft	Each	\$ 71.00		\$ -
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	\$ 85.00		\$ -
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	\$ 85.00		\$ -
519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft	Each	\$ 200.00		\$ -
520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft	Each	\$ 200.00		\$ -
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$ 200.00		\$ -
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	\$ 200.00		\$ -
515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft	Each	\$ 200.00		\$ -
516-Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft	Each	\$ 200.00		\$ -
517-Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft	Each	\$ 200.00		\$ -
518-Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft	Each	\$ 200.00		\$ -
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	\$ 10.50		\$ -
402-Geo Auger Borings- Track	LF	\$ 12.00		\$ -
432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each	\$ 290.00		\$ -
Flagman and Barricades 2-Man Crew Own Equipment	Day	\$ 1,080.00		\$ -
Muck Probing Unsuitable Soils 2-Man Crew	Day	\$ 1,080.00		\$ -
450-Geo Piezometer 2" 000-050 Ft	LF	\$ 44.00		\$ -
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF	\$ 6.25		\$ -
Drilling Permit Costs IE DEP	Each	\$ 250.00		\$ -
403-Geo Backhoe (Owned)	Day	\$ 600.00		\$ -
416-Geo Dozer (Owned)	Day	\$ 800.00		\$ -
Site Clearing to Access Boring or Test Locations	Hour	\$ 210.00		\$ -
407-Geo Chainsaw (Owned)	Day	\$ 28.00		\$ -

Item Description	Unit	Unit Price	Quantity	Total
415-Geo Double Ring Infiltration (ASTM D3385)	Each	\$ 525.00		\$ -
434-Geo Ground Penetrating Radar (GPR)	Day	\$ 2,800.00		\$ -
Asphalt and Concrete Pavement Coring				
209-Asphalt Pavement Coring – 4" dia with Base Depth Check	Each	\$ 125.00		\$ -
210-Asphalt Pavement Coring – 4" dia without Base Depth Check	Each	\$ 110.00		\$ -
211-Asphalt Pavement Coring – 6" dia with Base Depth Check	Each	\$ 125.00		\$ -
212-Asphalt Pavement Coring – 6" dia without Base Depth Check	Each	\$ 110.00		\$ -
305-Concrete Pavement Coring - 4" Dia	Each	\$ 110.00		\$ -
306-Concrete Pavement Coring - 6" Dia	Each	\$ 110.00		\$ -
603-Mobilization Asphalt Coring equipment	Each	\$ 250.00		\$ -
606-Mobilization Concrete Coring	Each	\$ 250.00		\$ -
Geotechnical Soil Laboratory Testing				
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	\$ 42.00		\$ -
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test	\$ 10.00		\$ -
821-Soils Particle Size Analysis (AASHTO T 88) (Including Hydrometer)	Test	\$ 131.00		\$ -
822-Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test	\$ 67.00		\$ -
805-Soils Corrosion Series (FM 5-550 through 5-553)	Test	\$ 175.00		\$ -
825-Soils pH Soil or Water (FM 5-550)	Test	\$ 35.00		\$ -
829-Soils Resistivity Soil or Water (FM 5-551)	Test	\$ 46.00		\$ -
800-Soils Chloride Soil or Water (FM 5-552)	Test	\$ 46.00		\$ -
833-Soils Sulfate Soil or Water (FM 5-553)	Test	\$ 48.00		\$ -
819-Soils Organic Content Ignition (FM 1 T-267)	Test	\$ 42.00		\$ -
Atterberg Limit Tests (AASHTO T-89 and T-90) Combined	Test	\$ 130.00		\$ -
826-Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test	\$ 70.00		\$ -
811-Soils Liquid Limit (AASHTO T 89)	Test	\$ 60.00		\$ -
823-Soils Permeability Constant Head (AASHTO T 215)	Test	\$ 175.00		\$ -
824-Soils Permeability Falling Head (FM 5-513)	Test	\$ 175.00		\$ -
827-Soils Proctor Modified (FM 1-T 180)	Test	\$ 115.00		\$ -
828-Soils Proctor Standard (AASHTO T 99)	Test	\$ 111.00		\$ -
832-Soils Splitting Tensile Strength of Rock Cores (ASTM D3967)	Test	\$ 138.00		\$ -
838-Soils Unconfined Compression - Rock (ASTM D7012, Method C)	Test	\$ 138.00		\$ -
803-Soils Consolidation - Constant Strain (ASTM D4186)	Test	\$ 580.00		\$ -
804-Soils Consolidation - Extended Load Increments (AASHTO T216)	Each	\$ 50.00		\$ -
806-Soils Direct Shear Consolidated Drained/ Point AASHTO T 236	Test	\$ 250.00		\$ -
810-Soils Limerock Bearing Ratio (LBR)(FM 5-515)	Test	\$ 340.00		\$ -

Item Description	Unit	Unit Price	Quantity	Total
Contamination Test Units				
850-EDR Report	Each	\$ 500.00		\$ -
852-Organic Vapor Analyzer (OVA)	Day	\$ 150.00		\$ -
854-Handheld GPS	Per Day	\$ 80.34		\$ -
856-Field Sampling Kit (soil)	Each	\$ 75.00		\$ -
858-Field Sampling Survey Kit (water)	Each	\$ 75.00		\$ -
860-Power Auger Boring (includes decontamination to a depth of 25 feet)	Foot	\$ 11.90		\$ -
862-BTEX and MTBE (Method 8260)	Each	\$ 65.00		\$ -
864-Organochlorine Pesticides (Method 8081)	Each	\$ 100.00		\$ -
866-Organophosphorous Pesticides (Method 8141)	Each	\$ 125.00		\$ -
868-Chlorinated Herbicides (Method 8151)	Each	\$ 100.00		\$ -
870-Volatile Organics (Method 8260)	Each	\$ 95.00		\$ -
872-Volatile Organics BTEX/MTBE(Method 8260)	Each	\$ 60.00		\$ -
874-Semi-Volatiles (Method 8270)	Each	\$ 200.00		\$ -
876-Polyaromatic Hydrocarbons (Method 8270)	Each	\$ 100.00		\$ -
878-TPH Method FL-Pro	Each	\$ 65.00		\$ -
880-RCRA 8 Metals (Method 6010/7471)	Each	\$ 65.00		\$ -
882-RCRA Metals Individual (Method 6010/7471)	Each	\$ 9.00		\$ -
884-Mercury Individual (Method 6010/7471)	Each	\$ 25.00		\$ -
886-Ultr Low Trace Mercury GW Individual (Method 1631)	Each	\$ 75.00		\$ -
888-Arsenic (Method 6010/7471)	Each	\$ 9.00		\$ -
890-SPLP/TCLP Metals	Each	\$ 198.00		\$ -
892-Asbestos Samples	Each	\$ 15.00		\$ -
894-Polychlorinated Biphenals (8082)	Each	\$ 75.00		\$ -
Engineering and Technical Support Services				
Project Manager	Hour	\$ 198.25		\$ -
Senior Engineer	Hour	\$ 193.88		\$ -
Chief Scientist	Hour	\$ 154.62		\$ -
Senior Project Engineer	Hour	\$ 168.22		\$ -
Geotechnical Engineer	Hour	\$ 150.67		\$ -
Engineering Intern	Hour	\$ 97.12		\$ -
Senior Scientist	Hour	\$ 122.04		\$ -
Sr Engineering Technician	Hour	\$ 86.13		\$ -
Geotechnical Technician	Hour	\$ 69.74		\$ -
Designer - Computer Technician	Hour	\$ 96.67		\$ -
Secretary/Clerical	Hour	\$ 74.25		\$ -
Total Estimated Fee				\$ -

PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA

Name of Consultant: CH2M HILL (Prime)

Project Name: OSCEOLA PARKWAY EXTENSION CONCEPT, FEASIBILITY & MOBILITY STUDIES

CFX Contract Number: 001248

Project Staff Hours															
Activity No.	Activity	CH2M HILL (Prime)	BCC	B&B	IE	KBE	MRG	SEARCH	TIERRA	Sub 8	Sub 9	Sub 10	Sub 11	Sub 12	Total Hours
1	Public Involvement	1004		9			368								1381
2	Engineering Analysis & Report	4689	588		196				24						5497
3	Environmental Analysis & Reports	109		330		0		92	161						692
4	Miscellaneous	572	8	4											584
Project Total		6,374	596	343	196	0	368	92	185	0	0	0	0	0	8,154

- Notes:
1. Staff hours for consultant come directly from each discipline's worksheet.
 2. Staff hours for subconsultants are to be entered manually into columns D through O.
 3. For workbooks prepared by subconsultants, their project hours will be totaled in column C.

PUBLIC INVOLVEMENT

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: OSCEOLA PARKWAY EXTENSION CONCEPT, FEASIBILITY & MOBILITY STUDIES
County: Orange and Osceola
CFX Contract #: CONTRACT 001248
FAP No.: N/A

Consult Name: CH2M HILL (Prime)
Consult No. enter consultants proj. number
Date: 2/24/2017
Estimator: insert name

Staff Classification	Total Staff Hours From "SFH Summary - Firm"	Engineer 8	Engineer 7	Engineer 6	Engineer 5	Engineer 4	Engineer 3	Engineer 1	Engineer 0	Technician 5	Technician 3	Office	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$113.90	\$91.07	\$69.77	\$63.64	\$51.75	\$41.42	\$29.81	\$23.15	\$38.17	\$30.16	\$25.15	\$0.00			
Public Involvement	1,004	151	100	50	201	100	100	0	201	0	50	51	0	1,004	\$59,347	\$59.11
Engineering Analysis & Report	4,689	469	469	234	469	469	703	703	0	469	469	235	0	4,689	\$254,607	\$54.30
Environmental Analysis & Reports	109	5	5	5	22	16	22	16	0	0	11	7	0	109	\$5,498	\$50.44
Miscellaneous	\$72	\$7	\$7	29	114	0	86	86	114	0	0	29	0	\$72	\$30,456	\$53.24
Total Staff Hours	6,374	682	631	318	806	585	911	805	315	469	530	322	0	6,374		
Total Staff Cost		\$77,679.80	\$57,465.17	\$22,186.86	\$51,293.84	\$30,273.75	\$37,733.62	\$23,997.05	\$7,292.25	\$17,901.73	\$15,984.80	\$8,098.30	\$0.00		\$349,907.17	\$54.90

Check: \$349,907.17

Notes:

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

Survey Field Days by Subconsultant
4 - Person Crew:

SALARY RELATED COSTS:		
Overhead rate:	101.77%	\$349,907.17
Sub-Total		\$356,100.53
Profit Margin (LS):	12.00%	\$706,007.70
Salary Related Total		\$84,720.92
EXPENSES (LS):		\$790,728.62
PRIME TOTAL:		\$14,928.45
SUBCONSULTANTS:		\$805,657.07
Subconsultant: BCC	DBE	\$97,454.21
Subconsultant: B&B	DBE	\$22,668.83
Subconsultant: IE		\$30,969.44
Subconsultant: KBE	DBE	\$0.00
Subconsultant: MRG	DBE	\$48,964.39
Subconsultant: SEARCH	WBE	\$7,949.64
Subconsultant: TIERRA	MBE	\$22,807.75
SUBCONSULTANTS TOTAL:		\$230,814.26

GRAND TOTAL ESTIMATED FEE: \$1,036,471.33

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

Estimator: TJONES

OSCEOLA PARKWAY EXTENSION CONCEPT, FEASIBILITY & MOBILITY STUDIES

001248

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	# of Units	Hours / Unit	MRG	B&B	CH2M	TEAM TOTAL	NEGO HOURS	Comments [Refer to Scope Task 7.0]
NOTE: * subject to QC										
1.1	Public Involvement Program *	LS	1	60	60		0	60	60	[Task 7.1] Draft and final PIP; 2 counties, numerous stakeholders, potential new corridor For response to any public inquiry see Task 1.9 and mailing list see Task 1.2. Assumes no LEP issues. Due 10 days following NTP.
1.2	Public Involvement Data Collection	LS	1	96	80		16	96	96	[Task 7.1 & 7.2] Data Collection • Identification of stakeholders and interested parties; developing and maintaining mailing lists (including emails) for property owners as well as elected/appointed officials and staff; local municipality and agency and other interested parties; EAG and PAG; incorporate 2016 PD&E mailing lists; Prepare computer and hard copy for each mailing list and certify as correct; OS&OC County GIS database. Property Owner Database - 500ft. from proposed ROW only. Duration 12 months. Initial Mailing list + 2 updates (before each newsletter) 16 hrs (1 + 2 update) = (16hrs x 3) + (4 hrs x 12 months) = 96hr
1.3	Notice of Intent (EIS only) *	LS	0	0	0		0	0		N/A
1.4	Advance Notification *	LS	0	0	0		0	0		N/A Not in Scope. Assumes no ETDM screening.
1.5	Scheduled Public Meetings									1 Public Meeting - Format Open House
	<u>Elected Officials/Agency Kickoff Letters</u>									[Task 7.6 Project Kick-Off Letter] No kick-off mg. required. Kickoff Letter is required.
	<u>Set Up/Scoping Package</u>									
	Project Handouts *	LS	0	0	0		0	0		
	Exhibits *	LS	0	0	0		0	0		
	Site Selection *	LS	0	0	0		0	0		
	Notification Letters *	LS	1	16	16		0	16	16	Preparation and distribution of kickoff letters. 1 letter prepared for CFX signature. Assume hard copy for elected officials and tribes; email if available for all other agencies and appointed officials
	Press Release/Meeting Announcements *	LS	0	0	0		0	0		
	Staff Briefing *	LS	0	0	0		0	0		
	<u>Participation and Notes</u>									
	Participation	LS	0	0	0		0	0		
	Notes	LS	0	0	0		0	0		

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

Task No.	Task	Units	# of Units	Hours / Unit	MRG	B&B	CH2M	TEAM TOTAL	NEGO HOURS	Comments [Refer to Scope Task 7.0]
	Corridor or Informational Meeting Advisory Groups									2 Groups (EAG, PAG) x 3 mtgs each = 6 meetings [Task 7.5 Advisory Groups] Assumes same materials for EAG and PAG x 3 Kickoff, Prior to Public Meeting, Prior to Project Completion A facilitator will be present; agencies will control agenda; For other corridor studies - assumes separate PAG meetings, and combined EAG
	Set Up/Scoping Package									
	Project Handouts *	LS	3	8	0		24	24	24	Prep of handouts, comment forms, sign in sheets, etc..
	Exhibits *	LS	3	20	0		60	60	60	PowerPoint presentation and no script, and displays
	Site Selection *	LS	0	0	0		0	0	0	• Field review of potential meeting sites [Task 7.1] To be performed by CFX PIO
	Notification Letters *	LS	0	0	0		0	0	0	• Preparation and distribution of meeting announcements and notices. To be performed by CFX PIO
	Press Release/Meeting Announcements *	LS	0	0	0		0	0	0	N/A
	Staff Briefing *	LS	0	0	0		0	0	0	Debrief meeting to go over documents, 1 mtg x 3 people x 3 hr + 2 hr (notes) assume that its part of Progress meeting
	Participation and Notes							0	0	
	Participation	LS	6	17	0	9	93	102	102	5 people x 3 hr x 1 mtg = 15 + 2 hrs setup/breakdown = 17 hrs x 6 mtgs.
	Notes	LS	6	4	0		24	24	24	Prepare notes
	Alternatives Public Meeting									1 meeting [Task 7.3] Open House with Scripted Presentation/Q&A
	Set Up/Scoping Package									
	Project Handouts *	LS	1	32	24		8	32	32	Prep of handouts, comment forms, sign in sheets, etc..
	Exhibits *	LS	1	120	0		120	120	120	PowerPoint presentation and script, recorded for loop (see video below); followed by Q&A; and displays, 40H Boards; 40H PowerPoint; 40H script
	Site Selection *	LS	1	8	0		8	8	8	Coordination with Venue
	Notification Letters *	LS	1	40	32		8	40	40	Includes notification to the property owners, appointed & elected officials, newspaper ad and FAR
	Press Release/Meeting Announcements *	LS	1	8	4		4	8	8	Preparation and distribution of meeting announcements and notices,
	Staff Briefing *	LS	1	30	14		16	30	30	Sufficiency meeting to go over documents, 1 mtg x 3 people x 4 hr + 3 hr (notes)= 15 hrs.; Debrief meeting to go over documents, 1 mtg x 3 people x 4 hr + 3 hr (notes)= 15 hrs.
	Participation and Notes									
	Participation	LS	1	117	18		99	117	117	8 people x 6 hr x 1 mtg = 48 hrs (incl travel) 5 people x 3 hrs setup/breakdown = 15 hrs 3 corridor meetings x 3 people x 6 hrs = 54 hrs
	Notes	LS	1	16	12		4	16	16	
	1.5 Scheduled Public Meetings Total				120	9	468	597	597	Public Meeting Summary – Draft and Final
1.6	Other (Unscheduled) Public and Agency Meetings	LS	24	11	0		264	264	264	24 unscheduled mtgs [Task 7.7] 2 people x [2 hrs +2 hrs travel] + 3 hrs prep/notes = 11 hrs per mtg Includes not limited to AAF, Developers, Large Land Owners (Tavistock, Deseret)

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

Task No.	Task	Units	# of Units	Hours / Unit	MRG	B&B	CH2M	TEAM TOTAL	NEGO HOURS	Comments [Refer to Scope Task 7.0]
1.7	Public Hearing									N/A
1.8	Location and Design Concept Acceptance Notice/Notification of Approved Environmental Document from FHWA *	LS	0	0	0		0	0	0	N/A
1.9	Special Public Involvement Requirements									
	General Public Correspondence *	LS	1	112	72		40	112	112	Prepare draft responses to comments Prepare a Public Involvement Summary Report that contains all public involvement activities throughout the duration of the project. 12 months x 8h / mn + 16 hr (PI Summary Report) [Task 7.8] "Information Line" during regular business hours
	News Letters, Preparation / Distribution *	LS	1	112	24		88	112	112	3 newsletter (initial + 2) "desk-top publishing" [Task 7.9] 40 hours for 1st newsletter + (24 hours x 2 newsletters)+Spanish translation 8 hrs x 3 = 112
	Web Site Development *	LS	0	0				0	0	[Task 7.10] Up to 40 hours development + 20 hrs Spanish translation; CFX PIO to develop; no html files or fact sheets.
	Web Site Maintenance *	LS	1	24	0		24	24	24	3 updates [Task 7.10] x 8 hrs each
	Videos, Renderings, etc. *	LS	1	80	0		80	80	80	Video for public meeting, loop with script and slides; no renderings
	1.9 Special Public Involvement Requirements Total				96		232	328	328	
	Public Involvement Subtotal				356	9	980	1345	1345	
	Hours Subject to QC				246	0	480	726	726	
1.10	Quality Assurance / Quality Control	LS	%	5%	12	0	24	36	36	
	PUBLIC INVOLVEMENT TOTAL HOURS				368	9	1004	1381		

PUBLIC INVOLVEMENT

Estimator: TJONES

OSCEOLA PARKWAY EXTENSION CONCEPT, FEASIBILITY & MOBILITY ST

001248

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	# of Units	Hours / Unit	CH2M	BCC	IE	TIERRA	TEAM TOTAL	Comments
NOTE: * subject to QC										
2.1	Field Review	LS	1	52	52		20		72	[Task 8.1] 2 Roadway, 1 Drainage, & 1 Structure = 4 FIELD reviews x 3 persons x 6 hrs per trip = 72 hours. Note: Specific field work is not identified in scope; but may be necessary to confirm constraints and characteristics.
2.2	Survey Coordination									
	Aerial Photography	LS	1	40	40				40	Collect publicly available aerials and update if available. [Task 8.1]
	Survey Coordination	LS	0	0	0				0	Not in scope
	2.2 Survey Coordination Total				40	0	0	0	40	
2.3	Geotechnical									
	Soils	LS	1	24	0			24	24	Update Soils Map from PD&E; review PD&E analysis and report
	Geotechnical Coordination	LS	0	0	0			0	0	
	2.3 Geotechnical Total				0	0	0	24	24	
2.4	Traffic									
	Traffic Data	LS	1	40	0	40			40	[Task 8.2] GEC and/or T&E consultant will provide existing traffic data for the expressway system in the Study area; The CONSULTANT shall collect any additional data for the study corridor and surrounding roadway network as needed, but is not expected to conduct machine or other forms of manual field counts.
	Traffic Analysis									[Task 10] The CONSULTANT will coordinate with the T&E consultant to develop conceptual traffic and revenue forecasts for each mobility program alternative to determine how effective each is at satisfying the Purpose and Need and estimate its financial viability.
	- Design Traffic *	LS	1	40	0	40			40	CFX will provide T&R and design traffic T&R Model Refinement and revalidation for the CFX corridor, concept traffic developments for all alternatives 200h Coordination in support of T&R preparation; Review Capacity Analysis; T&R Report Review 40h
	- Traffic Operational Analysis *	LS	1	240	40	200			240	Corridor Wide Operation analysis using CORSIM, and Synchro- VISSIM Simulation will be available for the final alternative. 200h Review existing & future operational analysis prepared by CFX. 40h Determine number of lanes needed and any weaving issues for concept and geometry development.
	- Design Traffic Documentation *	LS	1	80	0	80			80	Operational analysis and recommendations for geometry will be documented 80hrs Review Final T&R, Review and digest CFX docs, incorporation of T&R data into study 40h 3 p x 2 meetings with CFX x {3hrs/mtg} = 4 h notes = 22hrs
	Traffic Data for Noise Analysis *	LS	0	0	0	0			0	Provide comprehensive Noise Analysis based on the traffic data developed or develop if needed 100h.
	2.4 Traffic Total				40	360	0	0	400	
2.5	Safety									
	Crash Data	LS	1	8	8				8	This task is not identified in scope. However the PD&E included no analysis; the analysis results could potentially influence concept development.
	Safety Analysis *	LS	1	24	24				24	Mid range (utilize FIRES); include cross roads Reflective of project length and number of cross roads (9 miles, 11 intersection roads)
	2.5 Safety Total				32	0	0	0	32	

PUBLIC INVOLVEMENT

Task No.	Task	Units	# of Units	Hours / Unit	CH2M	BCC	IE	TIERRA	TEAM TOTAL	Comments
2.6	Utilities and Railroads									<ul style="list-style-type: none"> - [Task 6.0 Data Collection] Collect and review all PD&E documents; incorporate all relevant data / analyses / findings; identify changed conditions; verify adherence to CFX design criteria; in-depth evaluation of PD&E findings / recommendations / commitments. - [Task 8.0 Data Collection] Write ups for PD&E Evaluation Technical Memorandum (Tech Memo) – Draft and Final - [Task 8.5 Physical / Natural Environmental Information]: Collect information on the existing physical and natural environment from published resources. - [Task 8.9 Write ups for Data Collection Summary Technical Memorandum: document all of the data collection efforts and will include identification of unique corridor features; identify any "fatal flaws" - [Task 10.3] Estimate benefits and impacts; discussion of the steps needed to accomplish the environmental approval and possible mitigation - [Task 10.5] Write ups for Concept, Feasibility and Mobility Study Report
	Data Collection	EA	1	112	112				112	14 were identified in PD&E; 1. Identify and contact UAO = 14 UAOs x 8 hrs = 112 hrs;
	Analysis and Report *	LS	1	20	20				20	Prepare Draft Report (12h) and Final Report (8 hrs.) = 20h
	2.6 Utilities and Railroads Total				132	0	0	0	132	
2.7	Needs									
	Transportation Plans	LS	1	24	24	0			24	Up to 8 (MPO, Or Co, Os Co, LYNX, Bike/Ped, Transit, other mobility)[Task 8.3]
	Planning Consistency Form *	LS	0	0	0	0			0	N/A
	Analysis of Existing Conditions *	LS	1	240	240	0			240	<p>This task includes the preparation of the PD&E Evaluation Technical Memorandum (Tech Memo) – Draft and Final [Task 8.0]</p> <p>Collect and review all PD&E documents; incorporate all relevant data / analyses / findings; identify changed conditions; verify adherence to CFX design criteria; in-depth evaluation of PD&E findings / recommendations / commitments.</p> <p>[Task 8.8] Confirm Corridor Limits</p> <p>Existing Conditions Technical Memorandum - Draft and Final [Task 8.9]</p> <p>[Task 9.0] The CONSULTANT will evaluate following sufficiently to guide development and refinement of mobility alternatives:</p> <p>CFX to provide current and future year population, population densities, major employment center and densities, traffic and truck forecasts, weekend and recreational traffic and other characteristics</p> <p>CFX to provide demographic shifts and emerging population, employment and housing trends</p> <p>CFX to provide development and land use patterns to identify major trip generators</p> <p>CH2M: need of regional mobility improvements included in Task 10.2</p> <p>CH2M: corridor mobility needs included in Task 10.2</p>
	Purpose and Need *	LS	1	24	24	0			24	Purpose and Need Statement – Draft and Final [Task 9.0]
	2.7 Needs Total				288	0	0	0	288	
2.8	Corridor Analysis *									[Task 8.5 Physical / Natural Environmental Information]
	8.0 PD&E Evaluation Technical Memorandum	LS	0	0	0				0	This task was moved to 2.7 (Analysis of Existing Conditions) PD&E Evaluation Technical Memorandum (Tech Memo) – Draft and Final [Task 8.0] Collect and review all PD&E documents; incorporate all relevant data / analyses / findings; identify changed conditions; verify adherence to CFX design criteria; in-depth evaluation of PD&E findings / recommendations / commitments.
	8.8 Confirm Corridor Limits	LS	0	0	0				0	[Task 8.8] This task was moved to 2.7 (Analysis of Existing Conditions)
	8.9 Data Collection Summary Technical Memorandum	LS	0	0	0				0	This task was moved to 2.7 (Analysis of Existing Conditions) Existing Conditions Technical Memorandum – Draft and Final [Task 8.9]
	10.0 Mobility Program Alternatives									No Build + 3 Alternatives [Task 10.0] Methodology & Documentation
	10.3 Evaluate and Refine Mobility Programs	LS	1	80	80				80	Comparative Methodology, Framework, Impact Assessment, and Matrix - Draft and Final iterations to include rec'd from CUTR report.
	10.4 Financial Viability Analysis	LS	1	40	40				40	Provide costs and "support" for Viability Assessment to be provided by CFX/T&E For Cost Estimates - refer to Task 2.23
	10.5 Concept, Feasibility and Mobility Study Report (Deliverable)	LS	0	0	0				0	This task was moved to 2.24. Concept, Feasibility and Mobility Study Report (Report) – Draft and Final Include rec'd from CUTR report and Board
	2.8 Corridor Analysis Total				120	0	0	0	120	

PUBLIC INVOLVEMENT

Task No.	Task	Units	# of Units	Hours / Unit	CH2M	BCC	IE	TIERRA	TEAM TOTAL	Comments
2.9	Roadway									PD&E includes 11 intersecting roads; 8 interchanges
	Existing Roadway Characteristics	LS	0	0	0				0	This task is included in 2.7 (Analysis of Existing Conditions)
	Typical Section Analysis *	EA	1	90	90				90	Roadway: 6 typicals options for mainline options only [Assumes: 1. Mainline without Transit corridor 2. Mainline with transit corridor (on road), 3. Mainline with separate transit; 4. with elevated section (Boggy Creek) due to constraints/development; 5 w/ 2-lane frontage roads (CFX to provide traffic analysis to support need)]; Access may change from PD&E; roundabouts may be considered 4 typicals other (ramps - 2, frontage, service, connector, reconstruction) for viable alternative 9 typicals x 10 h=90h Deliverable includes memo and matrix comparing typicals, and recommendation
	Corridor Analysis*	LS	0	0	0				0	see 2.8
	Roadway Design Alternatives *									Develop conceptual alignments; id logical termini, typical sections, bridge, interchanges, row, impacts
	10.1 No-Build Alternative	LS	0	0	0				0	See P&N, no concepts
	10.2 Develop Alternative Mobility Programs									
		LS	1	1386	1386				1386	Corridor (9 miles average) x 2 of alts x 4 hours =72 Initial Mainline (average 9 miles) x 2 of alts x 2 typs section options x 8 hours=288 Viable Mainline (average 9 miles) x 2 of alts x 10 hours =180 x 1 typical section options Preferred Mainline length (9 miles) x 1 of alts x 14 hours =126 x 1 typ sec Interchanges (ic): 2 Major ic x 2 alt concepts x 60 hours = 240 6 Minor ic x 2 alt concepts x 24 hours = 288 hrs 1 preferred concept x 8 ic x 24 hours = 192 Total = 72+288+180+126+240+288+192=1386 hrs
	10.2.1 Limited Access Talled Expressway	LS	1	360	360				360	See Back Up 10.2
	10.2.2 Mass Transit Technology	LS	1	160	160				160	See Back Up 10.2
	10.2.3 Intermodal Facilities									
	Access Management *	LS	0	0	0				0	Not in scope
	Identify Construction Segments *	LS	0	0	0				0	Not in scope
	2.9 Roadway Total				1996	0	0	0	1996	
2.10	Structures									PD&E Rec'd Alt includes 45 bridges: - SR 417 i/c = 6 bridges - Overpass Pairs Short = 2 x 14 = 28 - Overpass Pairs Long = 2 x 1 = 2 - OPE i/c = 5 bridges - Overpasses = 2 - Ped Tunnel = 2
	Existing Structure Characteristics	EA	0	0	0				0	Verify and summarize data in PD&E (Existing bridges—Simpson Road, SR 417 i/c) Task included in 2.6
	Structures Typical Section Analysis *	EA	10	12	120				120	Preferred Alternative: 10 types of typicals @ 12 hrs each =120 May include elevated section (Boggy Creek) for 1 alternative
	Structures Design Alternatives *	EA	39	12	240	228			468	This effort will include location, total length and width, span, type of structure and cost. Hours include time for cost estimates and matrix (per sq ft based on structure type for 1 alternative. 19 bridge sites @ 12 hrs = 228 Interchanges: 20 bridges @ 12 hrs = 240 Total 228 + 240 = 468 Assumes no Bridge Concept memo, no p/e or graphics.
	2.10 Structures Total				360	228	0	0	588	

PUBLIC INVOLVEMENT

Task No.	Task	Units	# of Units	Hours / Unit	CH2M	BCC	IE	TIERRA	TEAM TOTAL	Comments
2.11	Drainage									- [Task 8.0 Data Collection] Collect and review all PD&E documents; incorporate all relevant data / analyses / findings; identify changed conditions; verify adherence to CFX design criteria; in-depth evaluation of PD&E findings / recommendations/commitments. - [Task 8.0 Data Collection] Write ups for PD&E Evaluation Technical Memorandum (Tech Memo) – Draft and Final - [Task 8.5 Physical / Natural Environmental Information]: Collect information on the existing physical and natural environment from published resources. - [Task 8.9 Write ups for Data Collection Summary Technical Memorandum: document all of the data collection efforts and will include identification of unique corridor features; identify any "fatal flaws" - [Task 10.3] Estimate benefits and impacts; discussion of the steps needed to accomplish the environmental approval and possible mitigation - [Task 10.5] Write ups for Concept, Feasibility and Mobility Study Report
	Floodplain and Environmental Permit Data Collection*	LS	1	40	0		40		40	PD&E Recommended Alternative impacts approximately 235.6 acres of areas mapped in the 100-year floodplain (Zone A and AE) and approximately 2.60 acres of regulatory floodway.
	Floodplain Compensation Analysis*	LS	1	32	0		32		32	Estimate impacts
	Pond Siting Analysis and Report*	LS	1	80	0		72		80	Note: not specifically in scope: Assumed 17 pond sites for qualitative review at average of 2/hrs each, including groundtruthing of some pond sites; plus write up findings in Technical Memo; hours do not include preparing any graphics. No additional pond sites to be identified; need to verify sizes. Need to perform comparative analysis for alternatives and identify any major cross drains that could influence the project cost. There may be stream that was missed in PD&E per resident comment - Jim Creek - culvert may be needed
	Pond Siting Meetings	LS	0	0	0				0	Not in scope
	Location Hydraulic Report*	LS	1	40	0		32		40	
	Environmental Look Around (ELA) Meeting	LS	0	0	0				0	Technical Memo for floodplain impacts.
	2.11 Drainage Total				16	0	176	0	192	2 staff x 8 hr x 1 day to attend Environmental Look Around
2.12	Concept Plans									
	Base Map *	Sheet	4	15	60				60	Corridor Base Maps [Task 11] 1" = 200' to 1" = 2000' [Task 8.7] 4 sheets (roll plots) for 60 hours for all alternatives for displays and report exhibits (similar to PD&E) 17 sheets @ 1"=200' (17 sheets for Mainline, 16 sheets for 2 systems interchanges = 33 sheets
	Alternative Concept Plan *									
	10.1 No-Build Alternative	Sheet	0	0	0				0	N/A
	10.2 Develop Alternative Mobility Programs									
	10.2.1 Limited Access Tolled Expressway	Sheet	56	11.71	656				656	Roll plots: Initial Alternatives = 4 roll plots x 60 = 240h (no plan sheet for initial alts) 34 SHEETS: Viable Mainline (average 9 miles) x 2 alts x 5280 ft/mi/2800 ft/sheet = 34 sheets x 8 hours=272h (assumes 17 Sheets @ 1"=200' for Mainline) 16 SHEETS: Interchanges: 2 systems interchanges x 2 alts = 16 sheets x 8 hours=128h 2 SHEETS: Other Sheets: Key Sheet (1) (6hrs) Index sheet (1) (10hrs) Typicals indicated above, no drainage maps No ponds on plan sheets 240+272+128+6+10=656 hours
	10.2.2 Mass Transit Technology	LS	1	40	40				40	Maps to id location and access
	10.2.3 Intermodal Facilities	LS	0	0	0				0	Maps to id location and access
	Preferred Alternative *	Sheet	0	0	0				0	
	2.12 Concept Plans Total				756	0	0	0	756	
2.13	Typical Section Package *	LS	1	0	0				0	N/A
2.14	Design Exception and Variations									Not in scope; Not in PD&E
	Identify Design Exceptions and Variations	LS	0	0	0				0	
	Prepare Design Exception and Variation Package(s) *	EA	0	0	0				0	
	2.14 Design Exception and Variation Total				0				0	

PUBLIC INVOLVEMENT

Task No.	Task	Units	# of Units	Hours / Unit	CH2M	BCC	IE	TIERRA	TEAM TOTAL	Comments
2.15	Multimodal Accommodations *	EA	0	0	0				0	See 2.8
2.16	Park and Ride Lots	EA	0	0	0				0	See 2.8
2.17	Maintenance of Traffic*	LS	0	0	0				0	N/A
2.18	Comparative Analysis and Evaluation Matrix *	LS	0	0	0				0	see 2.7
2.19	Selection of Preferred Alternative(s) *	LS	1	24	24				24	
2.20	Value Engineering Study	EA	0	0	0				0	N/A
2.21	Risk Management	LS	0	0	0				0	N/A
2.22	Construction Cost Estimates *	LS	1	220	220				220	Initial LRE (4 alts) x 20 hours/ea x 2 (initial + 1 revision) = 160 hrs; Viable 2 alts x 12 hours/ea x 2 (initial + 1 revision) = 48 hrs 1 update for preferred alternative (1) @ 12 hrs/ea = 12 hrs Total = 220 Input for Financial Viability Analysis - will need to consider project limits, cst limits and phasing.
2.23	Right of Way Cost Estimates								0	[Task is listed in Section 4.0 Objective of Scope]
	Notes and Maps for Estimate *	LS	1	166	166				166	To develop area of impact and summarize. Assumes 500 impacted parcels includes displacements. Initial GIS comparison = 16 hrs viable alternatives and 1 typical section = 15 hrs per 100 parcels x 5 = 75 hrs Preferred alternative = 15 hrs x 5 = 75 Total = 166 hrs
	Preparation Cost Estimate *	LS	0	0	0				0	The GEC will be responsible for estimating the right-of-way acquisition costs based on input from the CONSULTANT.
	2.23 Right of Way Cost Estimates Total				166	0	0	0	166	
2.24	Preliminary Engineering Report (PER) Concept, Feasibility and Mobility Study Report									Concept, Feasibility and Mobility Study Report -- Draft and Final Include rec'd from CUTR report and Board
	Draft *	LS	1	120	120				120	Corridor report; CFX to provide templates and outline for consistency
	Final *	LS	1	80	80				80	
	2.24 Preliminary Engineering Report (PER) Total				200	0	0	0	200	
2.25	Other Engineering Services									N/A
	IMR/JR Reports *	LS	0	0	0				0	
	Intelligent Transportation Systems *	LS	0	0	0				0	
	Roundabout Evaluation *	EA	0	0	0				0	
	Existing Signage Inventory *	LS	0	0	0				0	
	2.25 Other Engineering Services Total				0				0	
	Engineering Analysis and Report Subtotal				4442	588	196	24	5250	
	Hours Subject to QC				4206	548	176	0	4930	
2.26	Quality Assurance / Quality Control	LS	%	5%	247	0	0	0	247	Assumes all QA/QC is done by CH2M Hill - (rounded % up)
	ENGINEERING ANALYSIS AND REPORT TOTAL HOURS				4689	588	196	24	5497	

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

ADDITIONAL BACK UP for 2.9

10.2.2 Mass Transit Technology

Task	Units	# of Units	Hours / Unit	TEAM TOTAL	NEGO HOURS	Comments
Data Collection on Existing and Future Conditions	LS	1	32	32	32	* Buses, fixed guideways, bus rapid transit systems, other mass transit technologies; review other transportation plans
Summary of Existing and Planned Improvements	LS	1	16	16	16	Lake Nona potential development for add'l 200,000 trip in next 10 years
Develop Service Plan Assumptions	LS	1	40	40	40	
Travel Demand Estimates	LS	1	120	120	120	Modeling; if there is an alternative land use scenario due to development - CFX T&E will provide with design traffic analysis
Cost Estimates	LS	1	40	40	40	
White Paper	LS	1	80	80	80	Draft (60 hrs), Final (20 hrs)
Agency Coordination	LS	1	32	32	32	Assumes 4 teleconferences (2 hrs. each) = 8, agency outreach (6 agencies x 4 hrs each to obtain and coordinate data collection requests) = 24 interview stakeholders for need
Summary of Recommendations	LS	1	0	0	0	included in 2.24
				360	360	

10.2.3 Intermodal Facilities

Task	Units	# of Units	Hours / Unit	Hours		Comments
Data Collection on Existing and Future Conditions	LS	1	32	32	32	* Intermodal facilities, including park and ride lots
Summary of Existing and Planned Improvements	LS	1	16	16	16	
Develop Service Plan Assumptions	LS	0	0	0	0	N/A
Travel Demand Estimates	LS	0	0	0	0	N/A
Cost Estimates	LS	1	40	40	40	
White Paper	LS	1	40	40	40	Draft (24 hrs), Final (16 hrs)
Agency Coordination	LS	1	32	32	32	Assumes 4 teleconferences (2 hrs. each) = 8, agency outreach (6 agencies x 4 hrs each to obtain and coordinate data collection requests) = 24
Summary of Recommendations	LS	1	0	0	0	included in 2.24
				160	160	

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

Estimator: TJONES

OSCEOLA PARKWAY EXTENSION CONCEPT, FEASIBILITY & MOBILITY STUDIES

001248

Representing	Print Name	Signature / Date
CH2M	TARA JONES	2/16/2017

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	# of Units	Hours / Unit	CH2M	B&B	SEARCH	TIERRA	TEAM TOTAL	NEGO HOURS	Comments
NOTE: * subject to QC											
SOCIOCULTURAL EFFECTS											
3.1	Social Resources										<ul style="list-style-type: none"> - [Task 8.0 Data Collection] Collect and review all PD&E documents; incorporate all relevant data / analyses / findings; identify changed conditions; verify adherence to CFX design criteria; in-depth evaluation of PD&E findings / recommendations/commitments. - [Task 8.0 Data Collection] Write ups for PD&E Evaluation Technical Memorandum (Tech Memo) – Draft and Final - [Task 8.5 Physical / Natural Environmental Information]: Collect information on the existing physical and natural environment from published resources. - [Task 8.9 Write ups for Data Collection Summary Technical Memorandum: document all of the data collection efforts and will include identification of unique corridor features; identify any "fatal flaws" - [Task 10.3] Estimate benefits and impacts; discussion of the steps needed to accomplish the environmental approval and possible mitigation - [Task 10.5] Write ups for Concept, Feasibility and Mobility Study Report
	Land Use Changes *	LS	1	40	40				40	40	Review PD&E 8 hrs Analysis for 500 ft. from C/L only (GIS based). 8 hrs Task 8.4 Land Use and Development Plans 24 hrs
	Social *	LS	1	16	16				16	16	Review PD&E 8 hrs Analysis for 500 ft. from C/L only (GIS based). 8 hrs
	Economic *	LS	1	8	8				8	8	Review PD&E 8 hrs
	Mobility *	LS	0	0	0				0	0	See Task 10.2
	Aesthetics *	LS	0	0	0				0	0	
	3.1 Social Resources Total				64				64	64	
3.2	Sociocultural Effects Evaluation Report*	LS	0	0	0				0	0	See Task 2.8 for Impact Assessment and Matrix and Documents
3.3	Relocation Potential										
	Review and Impact Determination *	LS	0	0	0				0	0	Included in Engineering 2.23 ROW
	Conceptual Stage Relocation Plan *	LS	0	0	0				0	0	Not in scope
	3.3 Relocation Potential Total				0				0	0	

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

Task No.	Task	Units	# of Units	Hours / Unit	CH2M	B&B	SEARCH	TIERRA	TEAM TOTAL	NEGO HOURS	Comments
CULTURAL RESOURCES											
3.4	Archaeological and Historical Resources										- [Task 8.0 Data Collection] Collect and review all PD&E documents; incorporate all relevant data / analyses / findings; identify changed conditions; verify adherence to CFX design criteria; in-depth evaluation of PD&E findings /recommendations/commitments. - [Task 8.0 Data Collection] Write ups for PD&E Evaluation Technical Memorandum (Tech Memo) – Draft and Final - [Task 8.5 Physical / Natural Environmental Information]: Collect information on the existing physical and natural environment from published resources. - [Task 8.9 Write ups for Data Collection Summary Technical Memorandum: document all of the data collection efforts and will include identification of unique corridor features; identify any "fatal flaws" - [Task 10.3] Estimate benefits and impacts; discussion of the steps needed to accomplish the environmental approval and possible mitigation - [Task 10.5] Write ups for Concept, Feasibility and Mobility Study Report
	Research Design Methodology As Required	LS	1	0	0				0		
	Cultural Resource Assessment Survey (CRAS) *	LS	1	100	8		92		100	100	
	CRAS Addendum or Technical Memorandum for Pond Sites	LS	1	0	0				0		
	Determination of Eligibility (DOE) As Required	LS	0	0	0				0		
	Case Study Report *	LS	0	0	0				0		
	Memorandum of Agreement (MOA) *	LS	0	0	0				0		
	Historic Resources, Section 4(f) Evaluation	LS	0	0	0				0		
	Section 106 Consultation Meetings	LS	0	0	0				0		
	Native American Coordination Meeting	LS	0	0	0				0		
	Section 106 Public Involvement	LS	0	0	0				0		
	Cultural Resource Committee Meetings	LS	0	0	0				0		
	3.4 Archaeological and Historical Resources Total				8		92		100	100	
3.5	Recreational, Section 4(f)										N/A
	Section 4 (f) Determination of Applicability *	EA	0	0	0				0		
	Section 4(f) "de minimus" Documentation *	EA	0	0	0				0		
	Section 4 (f) Evaluation *	EA	0	0	0				0		
	3.5 Recreational, Section 4(f) Total				0				0		
NATURAL RESOURCES											
3.6	Wetlands and Essential Fish Habitat										- [Task 8.0 Data Collection] Collect and review all PD&E documents; incorporate all relevant data / analyses / findings; identify changed conditions; verify adherence to CFX design criteria; in-depth evaluation of PD&E findings /recommendations/commitments. - [Task 8.0 Data Collection] Write ups for PD&E Evaluation Technical Memorandum (Tech Memo) – Draft and Final - [Task 8.5 Physical / Natural Environmental Information]: Collect information on the existing physical and natural environment from published resources. - [Task 8.9 Write ups for Data Collection Summary Technical Memorandum: document all of the data collection efforts and will include identification of unique corridor features; identify any "fatal flaws" - [Task 10.3] Estimate benefits and impacts; discussion of the steps needed to accomplish the environmental approval and possible mitigation - [Task 10.5] Write ups for Concept, Feasibility and Mobility Study Report
	Data Collection - Wetlands	LS	1	73		73			73	73	Review PD&E PEIR; separately review existing data and mapping, existing permits; ground-truthing; PD&E Compendium documents includes UMAM
	Data Collection - Essential Fish Habitat Assessment	LS	1	2		2			2	2	Verify no involvement as stated in PD&E
	Conceptual Mitigation Plan *	LS	1	26		26			26	26	Using analysis of impacts and qualitative assessment included for Evaluation and Report
	Analysis & Report - Essential Fish Habitat *	LS	1	1		1			1	1	
	Evaluation & Report - Wetlands *	LS	1	90	0	90			90	90	Assume impacts to up to 30 wetlands of approximately 40 wetlands within corridor, with impact amounts varying with assumption of 2 shifts in alignment; summarize qualitative analysis of 30 wetlands. Feasibility study level.
	3.6 Wetlands and Essential Fish Habitat Total				0	192			192	192	

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

Task No.	Task	Units	# of Units	Hours / Unit	CH2M	B&B	SEARCH	TIERRA	TEAM TOTAL	NEGO HOURS	Comments
3.7	Water Quality *	LS	0	0	0				0	0	WQIE not in scope
3.8	Special Designations *	LS	1	4	4				4	4	Verify resources identified in PD&E
3.9	Wildlife and Habitat										
	Data collection	LS	1	31		31			31	31	Review PD&E PEIR 7 hrs; separately review existing data and mapping, existing permits 8 hrs Field work: 1 day x 6 hrs x 2 people ground-truthing = 16 hrs. Total 7+8+16 = 31 hrs.
	Analysis and report *	LS	1	51		51			51	51	includes 24 hrs graphics
	Conservation Measures and Mitigation Plan *	LS	1	40	8	32			40	40	
	3.9 Wildlife and Habitat Total				8	114			122	122	
3.10	Identify Permit Conditions *	LS	1	24		24			24	24	
3.11	Farmlands *	LS	0	0	0				0	0	Farmland evaluation forms not in scope
PHYSICAL EFFECTS											
3.12	Noise										Not in scope - will be completed in next phase for PD&E.
	Methodology Meeting	LS	0	0					0	0	
	Traffic Data Review	LS	0	0					0	0	
	Elevation Data	LS	0	0					0	0	
	Land Use Field Review/Outdoor Advertising Identification	LS	0	0					0	0	
	Field Measurement and Model Validation	LS	0	0					0	0	
	Outdoor Advertising Identification	LS	0	0					0	0	
	Construction Noise and Vibration	LS	0	0					0	0	
	Analysis and Noise Abatement Evaluation*	LS	0	0					0	0	
	Noise Report *	LS	0	0					0	0	
	3.12 Noise Total				0				0	0	
3.13	Air Quality										Not in scope - will be completed in next phase for PD&E.
	Screening Analysis *	LS	0	0	0				0	0	
	Air Quality Modeling * (As Required)	LS	0	0	0				0	0	
	3.13 Air Quality Total				0				0	0	
3.14	Construction Impact Analysis *	LS	0	0	0				0	0	
3.15	Contamination										Level I completed in 2014 during PD&E project phase. Current scope to include Level I PD&E re-evaluation to identify any new contamination sources or discharges as they relate to new alignment. Level I update to be completed per current version of Chapter 22 of PD&E Manual. No Level II testing, asbestos/paint, or pond evaluation included at this time. Project includes Osceola Pkwy Extension (9 miles) and SR 417 link (2 miles). Includes deliverable to accompany CH2M's PD&E summary report. Level of effort for this phase assumes previous PD&E contamination report is correct and covers a broad study area, that not many new sites are anticipated, and that comprehensive Level I and II analyses will be completed in the full PD&E phase

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

Task No.	Task	Units	# of Units	Hours / Unit	CH2M	B&B	SEARCH	TIERRA	TEAM TOTAL	NEGO HOURS	Comments
	Field Data	LS	1	59				59	59	59	12 hrs desktop review + 2 hrs x length of project (11 miles) = 22 hrs + 0.5 x number of suspected contamination sites (50) = 25 hrs 12+22+25=59 hrs
	Analysis/Report *	LS	1	102	0			102	102	102	1 hrs x number of suspected contamination sites (50) = 50 hrs Draft report preparation = 32 hrs Final report preparation = 20 hrs 50+32+20=102 hrs
	3.15 Contamination Total				0			161	161	161	
ENVIRONMENTAL REPORTS											
3.16	Class of Action Determination *	LS	0	0	0				0		N/A
3.17	CATEX Type II * (if not part of 3.19 - Class of Action Determination)	LS	0	0	0				0		N/A
3.18	SEIR * (if not part of 3.19 - Class of Action Determination)	LS	0	0	0				0		N/A
3.19	Environmental Assessment *	LS	0	0	0				0		N/A
3.20	FONSI *	LS	0	0	0				0		N/A
3.21	Draft EIS *	LS	0	0	0				0		N/A
3.22	Final EIS *	LS	0	0	0				0		N/A
Environmental Analysis and Report Subtotal					84	330	92	161	667	667	
Hours Subject to QC					84	224	92	102	502		
3.23	Quality Assurance / Quality Control	LS	%	5%	25	0	0	0	25		Assumes all QA/QC is done by CH2M Hill
ENVIRONMENTAL ANALYSIS AND REPORT TOTAL HOURS					109	330	92	161	692		

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

Estimator: TJONES

OSCEOLA PARKWAY EXTENSION CONCEPT, FEASIBILITY & MOBILITY STUDIES

001248

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	# of Units	Hours / Unit	CH2M HILL (Prime)	BCC	B&B	TEAM TOTAL	NEGO HOURS	Comments
4.1	Contract and Project Files	LS	1	188	188			188	188	Schedule (1 initial + 11 updates) [Task 6.3] + Quality Control Plan [Task 6.5] + 12 Progress Rpt [Task 6.6] 12 months to completion of overall schedule. Setup - 24 hrs (files, work instructions) QMP = 8 hrs Schedule 16 h + (11 updates * 4h) = 60h Invoicing/Prog Rpts (8 hr/month * 12 months)= 96h Total 24+8+60+96 = 188 hrs
4.2	Project Management Meetings and Coordination	LS	1	396	384	8	4	396	396	Attendance + Set up/down + Prep (agenda/signin/handouts/displays/presentation) + Summary
	Notice to Proceed Meeting	LS	1	16	8	4	4	16	16	1 NTP Meeting [Task 6.1]
	Project Management Meetings	LS	24	8	188	4		192	192	24 Progress Meetings [Task 6.6]
	Osceola County Expressway Authority	LS	2	16	32			32	32	2 OCX meetings [Task 7.4 Board Meetings]
	Central Florida Expressway Authority	LS	2	16	32			32	32	2 CFX meetings [Task 7.4 Board Meetings]
	Osceola County Board of County Commissioners	LS	2	16	32			32	32	2 Osc Co meetings [Task 7.4 Board Meetings]
	Orange County Board of County Commissioners	LS	2	16	32			32	32	2 Osc Co meetings [Task 7.4 Board Meetings]
	Interagency and Stakeholder Coordination	LS	6	10	60			60	60	Assume 6 meetings [Task 8.6] (local governments, FDOT and corridor stakeholders) 2 p x 4h + 2 hr prep = 10 hrs. per mtg x 6 mtgs = 60 hrs
	Other Corridor Public Meetings	LS	0	0	0			0	0	3 Other Corridor Public Meetings [Task 7.3 Public Meeting]. Hours were included in PI Task 1.5 Alternatives Public Meeting (Participation)
4.3	Additional Services									N/A
	4.3 Additional Services Total							0	0	
	MISCELLANEOUS TOTAL HOURS				572	8	4	584	584	

CH2M HILL
MISCELLANEOUS OUT-OF-POCKET EXPENSES

Project Description: OSCEOLA PARKWAY EXTENSION CONCEPT, FEASIBILITY & MOBILITY STUDIES
 Project Limits: Osceola Parkway

CFX Contract Number: 001248

REPROGRAPHICS

REPRODUCTION-EXTERNAL PRICES Triangle

30" x 40" Plotting Boards:	40	board	x	\$67.50	per brd =	\$2,700.00	Assumes 9 SF, \$7.50 per SF
22" x 34" Plotting Boards:	34	board	x	\$45.00	per brd =	\$1,530.00	Assumes 6 SF, \$7.50 per SF
30" x 40" Mounting Boards:	16	rolls	x	\$40.50	per roll =	\$648.00	Assumes 9 SF, \$4.50 per SF
22" x 34" Mounting Boards:	22	frames	x	\$27.00	per sht =	\$594.00	Assumes 6 SF, \$4.50 per SF

PHOTOGRAPHY & REPROGRAPHICS TOTALS: **\$5,472.00**

REPRODUCTION-INTERNAL PRICES

REPRODUCTION-INTERNAL PRICES

	Xerox Bond (8.5"x11")	Xerox (8.5"x11")	Exhibits (11" x 17")	Xerox (8.5"x11")
	b/w	color	color	
MEETING PAPERWORK				
6 EAG/PAG	0	300	120	300
24 unscheduled	0	300	120	300
24 progress meeting	0	300	120	300
15 Misc Coordination (4.2)	0	300	120	300
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
PLANS				
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
WORKING COPIES:	0	0	0	0
TOTALS:	0	1200	480	1200
UNIT COSTS:	\$0.00	\$ 0.04	\$ 1.10	\$ 0.60
TOTAL COSTS:	\$ -	\$ 48.00	\$ 528.00	\$ 720.00

	Xerox (8.5"x11")	Exhibits (11" x 17")	Xerox (8.5"x11")
	b/w	color	color
Public Involvement			
KO letter	0	0	200
PIM Handouts	0	0	0
Comment forms	0	0	10
Name tags	0	0	10
Responses	0	0	2500
Newsletter#1	0	0	0
Newsletter#2	0	0	0
Newsletter#3	0	0	0
REPORTS			
PI Summary	600	120	600
PD&E eval	600	120	600
Exist cond	600	120	600
Corridor	600	120	600
	0	0	0
TOTALS:	2400	480	5120
UNIT COSTS:	\$ 0.04	\$ 1.10	\$ 0.60
TOTAL COSTS:	\$ 96.00	\$ 528.00	\$ 3,072.00

REPRODUCTION TOTALS: **\$ 4,992.00**

TRAVEL EXPENSES

TO: <u>Project Site (Field Work)</u>	FROM: <u>Orlando Office</u>
Per Diem: 0 trips x 0 people x 0 days/trip x \$0.00 per day = \$0.00	0 days/trip x \$0.00 per day = \$0.00
Personal Vehicle (Field Rvw): 25 trips x 110 miles x \$0.445 per mile = \$1,223.75	0 days/trip x \$0.00 per day = \$0.00
Hotel: 0 trips x 0 people x 0 days/trip x \$0.00 / room = \$0.00	0 days/trip x \$0.00 / room = \$0.00
Personal Vehicle (UAO Mtgs): 0 trips x 0 days/trip x \$0.000 per mile = \$0.00	0 days/trip x \$0.00 / room = \$0.00
Airfare: 0 trips x 0 people x \$0.00 round trip = \$0.00	0 days/trip x \$0.00 per day = \$0.00
TO: <u>CFX Office</u>	FROM: <u>Orlando Office</u>
Per Diem: 0 trips x 0 people x 0 days/trip x \$0.00 per day = \$0.00	0 days/trip x \$0.00 per day = \$0.00
Personal Vehicle: 72 trips x 10 miles x \$0.445 per mile = \$320.40	0 days/trip x \$0.00 per day = \$0.00
Hotel: 0 trips x 0 people x 0 days/trip x \$0.00 / room = \$0.00	0 days/trip x \$0.00 / room = \$0.00
Rental Vehicle: 2 trips x 1 days/trip x \$0.000 daily rate = \$0.00	0 days/trip x \$0.00 / room = \$0.00
Airfare: 0 trips x 0 people x \$0.00 round trip = \$0.00	0 days/trip x \$0.00 per day = \$0.00
TO: <u>Public Meeting Site</u>	FROM: <u>Orlando Office</u>
Per Diem: 0 trips x 0 people x 0 days/trip x \$0.00 per day = \$0.00	0 days/trip x \$0.00 per day = \$0.00
Personal Vehicle: 8 trips x 50 miles x \$0.445 per mile = \$178.00	0 days/trip x \$0.00 per day = \$0.00
Hotel: 0 trips x 0 people x 0 days/trip x \$0.00 / room = \$0.00	0 days/trip x \$0.00 / room = \$0.00
Rental Vehicle: 0 trips x 0 days/trip x \$0.000 daily rate = \$0.00	0 days/trip x \$0.00 / room = \$0.00
Airfare: 0 trips x 0 people x \$0.00 round trip = \$0.00	0 days/trip x \$0.00 per day = \$0.00
TO: <u>Miscellaneous Meetings</u>	FROM: <u>Jacksonville Office</u>
Per Diem: 0 trips x 0 people x 0 days/trip x \$0.00 per day = \$0.00	0 days/trip x \$0.00 per day = \$0.00
Personal Vehicle: 0 trips x 0 miles x \$0.445 per mile = \$0.00	0 days/trip x \$0.00 per day = \$0.00
Hotel: 0 trips x 0 people x 0 days/trip x \$0.00 / room = \$0.00	0 days/trip x \$0.00 / room = \$0.00
Rental Vehicle: 0 trips x 0 days/trip x \$0.445 daily rate = \$0.00	0 days/trip x \$0.00 / room = \$0.00
Airfare: 0 trips x 0 people x \$0.00 round trip = \$0.00	0 days/trip x \$0.00 per day = \$0.00
TO: <u>Miscellaneous Meetings</u>	FROM: <u>Orlando Office</u>
Per Diem: 0 trips x 0 people x 0 days/trip x \$0.00 per day = \$0.00	0 days/trip x \$0.00 per day = \$0.00
Personal Vehicle: 90 trips x 46 miles x \$0.445 per mile = \$1,842.30	0 days/trip x \$0.00 per day = \$0.00
Hotel: 0 trips x 0 people x 0 days/trip x \$0.00 / room = \$0.00	0 days/trip x \$0.00 / room = \$0.00
Rental Vehicle: 0 trips x 0 days/trip x \$0.000 daily rate = \$0.00	0 days/trip x \$0.00 / room = \$0.00
Airfare: 0 trips x 0 people x \$0.00 round trip = \$0.00	0 days/trip x \$0.00 per day = \$0.00

SUBTOTAL: **\$3,564.45**

TOTAL TRAVEL EXPENSES: **\$3,564.45**

MONTHLY SHIPPING COSTS

Telephone/Facsimile/Shipping/UPS/Fedex: 12 months x \$75.00 = **\$900.00**

TOTAL EXPENSES: **\$14,928.45**

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: OSCEOLA PARKWAY EXTENSION CONCEPT, FEASIBILITY & MOBILITY STUDIES
 County: Orange and Osceola
 CFX Contract #: CONTRACT 001248
 FAP No.: N/A

Consult, Name: BCC
 Consult, No.: enter consultants proj. number
 Date: 2/24/2017
 Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Senior Specialist/ QAQC	Project Manager	Senior Engineer	Planner	Staff Classification 5	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$100,000	\$64.76	\$67.81	\$30.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Engineering Analysis & Report	588	106	29	177	276	0	0	0	0	0	0	0	0	588	\$32,896	\$55.94
Environmental Analysis & Reports	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Miscellaneous	8	0	8	0	0	0	0	0	0	0	0	0	0	8	\$518	\$64.76
Total Staff Hours	596	106	37	177	276	0	0	0	0	0	0	0	0	596		
Total Staff Cost		\$10,600.00	\$2,396.12	\$12,012.37	\$8,415.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$33,413.73	\$56.06

Check = \$33,413.73

1. This sheet to be used by Subconsultant to calculate its fee.

SALARY RELATED COSTS:		\$33,413.73
Overhead Rate:	160.41%	\$53,598.96
Sub-Total:		\$87,012.69
Profit Margin (LS):	12.00%	\$10,441.52
Salary Related Total		\$97,454.21
EXPENSES (LS):		\$0.00
SUBCONSULTANT TOTAL ESTIMATED FEE:		\$97,454.21

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: OSCEOLA PARKWAY EXTENSION CONCEPT, FEASIBILITY & MOBILITY STUDIES
 County: Orange and Osceola
 CFX Contract #: CONTRACT 001248
 FAP No.: N/A

Consult Name: Bowman & Blair
 Consult No. enter consultants proj. number
 Date: 2/22/2017
 Estimator: Catherine Bowman

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Project Scientist	GIS/CAD	Ecological Field Assistant	Staff Classification 5	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH	Salary	Average
		\$29.15	\$29.15	\$22.29	\$22.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	By Activity	Cost By Activity	Rate Per Task
Public Involvement	9	9	0	0	0	0	0	0	0	0	0	0	0	9	\$262	\$29.15
Engineering Analysis & Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Environmental Analysis & Reports	330	13	162	155	0	0	0	0	0	0	0	0	0	330	\$8,556	\$25.93
Miscellaneous	4	4	0	0	0	0	0	0	0	0	0	0	0	4	\$117	\$29.15
Total Staff Hours	343	26	162	155	0	0	0	0	0	0	0	0	0	343		
Total Staff Cost		\$757.90	\$4,722.30	\$3,454.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$8,935.15	\$26.05

Check = \$8,935.15

Note:

1. This sheet to be used by Subconsultant to calculate its fee.

SALARY RELATED COSTS:

Overhead Rate:	124.00%	\$8,935.15
Sub-Total:		\$11,079.59
Profit Margin (LS):	12.00%	\$20,014.74
Salary Related Total		\$2,401.77
EXPENSES (LS):		\$22,416.51
SUBCONSULTANT TOTAL ESTIMATED FEE:		\$252.32
		\$22,668.83

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

MISCELLANEOUS OUT-OF-POCKET EXPENSES

Project Description: OSCEOLA PARKWAY EXTENSION CONCEPT, FEASIBILITY & MOBILITY STUDIES
Project Limits: Osceola Parkway

CFX Contract Number: 001248

PHOTOGRAPHY & REPROGRAPHICS

30" x 40" Mounted Boards: 0 board x \$0.00 per brd = \$0.00
22" x 34" Boards: 0 board x \$0.00 per brd = \$0.00

Xerox Bond	Xerox Mylar	Blackline	Xerox (11"x17")
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MEETING PAPERWORK

0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0

PLANS

0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0

WORKING COPIES:

0	0	0	0
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TOTALS:	0	0	0	0
UNIT COSTS:	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL COSTS:	\$0.00	\$0.00	\$0.00	\$0.00

Xerox (8.5"x14")	Exhibits (11" x 17")	Xerox (8.5"x11")
---------------------	-------------------------	---------------------

AGENDAS/MINUTES

0	0	0
0	0	0
0	0	0
0	0	0
0	0	0
0	0	0
0	0	0
0	0	0
0	0	0

REPORTS

0	0	0
0	0	0
0	0	0
0	0	0
0	0	0

TOTALS:	0	0	0
UNIT COSTS:	\$0.00	\$0.00	\$0.00
TOTAL COSTS:	\$0.00	\$0.00	\$0.00

REPRODUCTION TOTALS: \$0.00

TRAVEL EXPENSES

TO: Project Site (Field Work)

FROM: Orlando Office

Per Diem: 0 trips x 0 people x 0 days/trip x \$0.00 per day = \$0.00
Personal Vehicle (Field Rvw): 3 trips x 50 miles x \$0.445 per mile = \$66.75
Hotel: 0 trips x 0 people x 0 days/trip x \$0.00 / room = \$0.00
Personal Vehicle (UAO Mtgs): 0 trips x 0 days/trip x \$0.445 per mile = \$0.00
Airfare: 0 trips x 0 people x \$0.00 round trip = \$0.00

TO: CFX Office

FROM: Orlando Office

Per Diem: 0 trips x 0 people x 0 days/trip x \$0.00 per day = \$0.00
Personal Vehicle: 1 trips x 15 miles x \$0.445 per mile = \$6.68
Hotel: 0 trips x 0 people x 0 days/trip x \$0.00 / room = \$0.00
Rental Vehicle: 0 trips x 0 days/trip x \$0.445 daily rate = \$0.00
Airfare: 0 trips x 0 people x \$0.00 round trip = \$0.00

TO: Concessionaire Office

FROM: Orlando Office

Per Diem: 0 trips x 0 people x 0 days/trip x \$0.00 per day = \$0.00
Personal Vehicle: 0 trips x 0 miles x \$0.445 per mile = \$0.00
Hotel: 0 trips x 0 people x 0 days/trip x \$0.00 / room = \$0.00
Rental Vehicle: 0 trips x 0 days/trip x \$0.445 daily rate = \$0.00
Airfare: 0 trips x 0 people x \$0.00 round trip = \$0.00

TO: Miscellaneous Meetings

FROM: Orlando Office

Per Diem: 0 trips x 0 people x 0 days/trip x \$0.00 per day = \$0.00
Personal Vehicle: 3 trips x 134 miles x \$0.445 per mile = \$178.89
Hotel: 0 trips x 0 people x 0 days/trip x \$0.00 / room = \$0.00
Rental Vehicle: 0 trips x 0 days/trip x \$0.445 daily rate = \$0.00
Airfare: 0 trips x 0 people x \$0.00 round trip = \$0.00

SUBTOTAL: \$252.32

TOTAL TRAVEL EXPENSES: \$252.32

TOTAL EXPENSES: \$252.32

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: OSCEOLA PARKWAY EXTENSION CONCEPT, FEASIBILITY & MOBILITY STUDIES
 County: Orange and Osceola
 CFX Contract #: CONTRACT 001248
 FAP No.: N/A

Consult. Name: Infrastructure Engineering, Inc.
 Consult. No. 5511-17-003
 Date: 2/22/2017
 Estimator:

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Senior Engineer	Engineer Intern	Senior Designer	0	0	0	0	0	0	0	0	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$73.12	\$32.18	\$45.31									\$0.00			
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Engineering Analysis & Report	196	69	49	78	0	0	0	0	0	0	0	0	0	196	\$10,156.28	\$51.82
Environmental Analysis & Reports	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	#DIV/0!
Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	196	69	49	78	0	0	0	0	0	0	0	0	0	196		
Total Staff Cost		\$5,045.28	\$1,576.82	\$3,534.18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$10,156.28	\$51.82

Check: \$10,156.28

1. This sheet to be used by Subconsultant to calculate its fee.

1. This sheet to be used by Subconsultant to calculate its fee.

SALARY RELATED COSTS:
 Overhead Rate: 172.22% \$17,491.15
 Sub-Total: \$27,647.43
 Profit Margin (LS): 11.7903% \$3,259.71
 Salary Related Total \$30,907.14
 EXPENSES (LS): \$62.30
SUBCONSULTANT TOTAL ESTIMATED FEE: \$30,969.44

MISCELLANEOUS OUT-OF-POCKET EXPENSES

Project Description:	<i>OSCEOLA PARKWAY EXTENSION CONCEPT, FEASIBILITY & MOBILITY STUDIES</i>
Project Limits:	<i>Osceola Parkway</i>

CFX Contract Number: 001248

PHOTOGRAPHY & REPROGRAPHICS

30" x 40" Mounted Boards:	<u>0</u>	board	x	<u>\$0.00</u>	per brd =	<u>\$0.00</u>
22" x 34" Boards:	<u>0</u>	board	x	<u>\$0.00</u>	per brd =	<u>\$0.00</u>
Ground Photography:	<u>0</u>	rolls	x	<u>\$0.00</u>	per roll =	<u>\$0.00</u>
Color Infrared Photography:	<u>0</u>	frames	x	<u>\$0.00</u>	per sht =	<u>\$0.00</u>

PHOTOGRAPHY & REPROGRAPHICS TOTALS: \$0.00

REPRODUCTION

	Xerox Bond	Xerox Mylar	Blackline	Xerox (11"x17")
MEETING PAPERWORK				
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
PLANS				
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
WORKING COPIES:	0	0	0	0
TOTALS:	0	0	0	0
UNIT COSTS:	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL COSTS:	\$0.00	\$0.00	\$0.00	\$0.00

	Xerox (8.5"x14")	Exhibits (11" x 17")	Xerox (8.5"x11")
<u>AGENDAS/MINUTES</u>	0	0	
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
<u>REPORTS</u>	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
<u>TOTALS:</u>	0	0	0
<u>UNIT COSTS:</u>	\$0.00	\$0.00	\$0.00
<u>TOTAL COSTS:</u>	\$0.00	\$0.00	\$0.00

REPRODUCTION TOTALS:	\$0.00
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TRAVEL EXPENSES

TO: <u>Project Site (Field Work)</u>					FROM: <u>Orlando Office</u>				
Per Diem:	<u>0</u>	trips x	<u>0</u>	people	x	<u>0</u>	days/trip x	<u>\$0.00</u>	per day = <u>\$0.00</u>
Personal Vehicle (Field Rvw):	<u>2</u>	trips x	<u>70</u>	miles	x	<u>\$0.445</u>	per mile		= <u>\$62.30</u>
Hotel:	<u>0</u>	trips x	<u>0</u>	people	x	<u>0</u>	days/trip	<u>\$0.00</u>	/ room = <u>\$0.00</u>
Personal Vehicle (UAO Mtgs):	<u>0</u>	trips x	<u>0</u>	days/trip	x	<u>\$0.445</u>	per mile		= <u>\$0.00</u>
Airfare:	<u>0</u>	trips x	<u>0</u>	people	x	<u>\$0.00</u>	round trip		= <u>\$0.00</u>
TO: <u>CFX Office</u>					FROM: <u>Orlando Office</u>				
Per Diem:	<u>0</u>	trips x	<u>0</u>	people	x	<u>0</u>	days/trip x	<u>\$0.00</u>	per day = <u>\$0.00</u>
Personal Vehicle:	<u>0</u>	trips x	<u>0</u>	miles	x	<u>\$0.445</u>	per mile		= <u>\$0.00</u>
Hotel:	<u>0</u>	trips x	<u>0</u>	people	x	<u>0</u>	days/trip	<u>\$0.00</u>	/ room = <u>\$0.00</u>
Rental Vehicle:	<u>0</u>	trips x	<u>0</u>	days/trip	x	<u>\$0.445</u>	daily rate		= <u>\$0.00</u>
Airfare:	<u>0</u>	trips x	<u>0</u>	people	x	<u>\$0.00</u>	round trip		= <u>\$0.00</u>
TO: <u>Concessionaire Office</u>					FROM: <u>Orlando Office</u>				
Per Diem:	<u>0</u>	trips x	<u>0</u>	people	x	<u>0</u>	days/trip x	<u>\$0.00</u>	per day = <u>\$0.00</u>
Personal Vehicle:	<u>0</u>	trips x	<u>0</u>	miles	x	<u>\$0.445</u>	per mile		= <u>\$0.00</u>
Hotel:	<u>0</u>	trips x	<u>0</u>	people	x	<u>0</u>	days/trip	<u>\$0.00</u>	/ room = <u>\$0.00</u>
Rental Vehicle:	<u>0</u>	trips x	<u>0</u>	days/trip	x	<u>\$0.445</u>	daily rate		= <u>\$0.00</u>
Airfare:	<u>0</u>	trips x	<u>0</u>	people	x	<u>\$0.00</u>	round trip		= <u>\$0.00</u>
TO: <u>Miscellaneous Meetings</u>					FROM: <u>Orlando Office</u>				
Per Diem:	<u>0</u>	trips x	<u>0</u>	people	x	<u>0</u>	days/trip x	<u>\$0.00</u>	per day = <u>\$0.00</u>
Personal Vehicle:	<u>0</u>	trips x	<u>0</u>	miles	x	<u>\$0.445</u>	per mile		= <u>\$0.00</u>
Hotel:	<u>0</u>	trips x	<u>0</u>	people	x	<u>0</u>	days/trip	<u>\$0.00</u>	/ room = <u>\$0.00</u>
Rental Vehicle:	<u>0</u>	trips x	<u>0</u>	days/trip	x	<u>\$0.445</u>	daily rate		= <u>\$0.00</u>
Airfare:	<u>0</u>	trips x	<u>0</u>	people	x	<u>\$0.00</u>	round trip		= <u>\$0.00</u>
SUBTOTAL:									<u>\$62.30</u>

TOTAL TRAVEL EXPENSES:	\$62.30
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MONTHLY SHIPPING COSTS

Telephone/Facsimile/Shipping/UPS/Fedex:	0 months	x	\$0.00	=	\$0.00
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MISCELLANEOUS

None	\$0.00
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TOTAL EXPENSES:	\$62.30
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**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: OSCEOLA PARKWAY EXTENSION CONCEPT, FEASIBILITY & MOBILITY STUDIES
 County: Orange and Osceola
 CFX Contract Number: CONTRACT 001248
 FAP No.: N/A

Consult Name: Media Relations Group, LLC
 Consult No. enter consultants proj. number
 Date: 2/22/2017
 Estimator: Paulette Summers

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Public Information Manager	Public Information Officer	Designer	Staff Classification 1	Staff Classification 1	Staff Classification 1	Staff Classification 1	Staff Classification 1	Staff Classification 1	Staff Classification 1	Staff Classification 1	Staff Classification 1	Staff Classification 12	SH	Salary	Average
															By Activity	Cost By Activity	
		\$274.03	\$85.50	\$87.21	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Public Involvement	368	37	287	44	0	0	0	0	0	0	0	0	0	0	368	\$38,515	\$104.66
Engineering Analysis & Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Environmental Analysis & Reports	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	368	37	287	44	0	0	0	0	0	0	0	0	0	0	368		
Total Staff Cost		\$10,139.11	\$24,538.50	\$3,837.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$38,514.85	\$104.66

Check = \$38,514.85

SALARY RELATED COSTS: \$38,514.85
 EXPENSES (LS): \$10,449.54
SUBCONSULTANT TOTAL ESTIMATED FEE: \$48,964.39

MISCELLANEOUS OUT-OF-POCKET EXPENSES

Project Description:	<i>OSCEOLA PARKWAY EXTENSION CONCEPT, FEASIBILITY & MOBILITY STUDIES</i>
Project Limits:	<i>Osceola Parkway</i>

CFX Contract Number: 001248

PHOTOGRAPHY & REPROGRAPHICS

30" x 40" Mounted Boards:	<u>0</u>	board	x	<u>\$0.00</u>	per brd =	<u>\$0.00</u>
22" x 34" Boards:	<u>0</u>	board	x	<u>\$0.00</u>	per brd =	<u>\$0.00</u>
Ground Photography:	<u>0</u>	rolls	x	<u>\$0.00</u>	per roll =	<u>\$0.00</u>
Color Infrared Photography:	<u>0</u>	frames	x	<u>\$0.00</u>	per sht =	<u>\$0.00</u>

PHOTOGRAPHY & REPROGRAPHICS TOTALS:

\$0.00

REPRODUCTION

	Xerox Bond	Xerox Mylar	Blackline	Xerox (11"x17")
<u>MEETING PAPERWORK</u>				
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
<u>TOTALS:</u>	0	0	0	0
<u>UNIT COSTS:</u>	\$0.00	\$0.00	\$0.00	\$0.00
<u>TOTAL COSTS:</u>	\$0.00	\$0.00	\$0.00	\$0.00

	Xerox (8.5"x14")	Exhibits (11" x 17")	Xerox (8.5"x11")	
<u>Signin Sheets</u>	50	0	0	* / mig (Alts Mig)
<u>Mailers/Letters</u>	0	1500	1500	* / mailing (Alts Mig)
<u>Handouts/Printouts</u>	0	0	3000	
<u>Project Binder</u>	200	50	800	
<u>Comments Sheets</u>	0	0	100	* / mig
<u>Name Tags</u>	0	0	20	* / mig
	0	0	0	
	0	0	0	
<u>TOTALS:</u>	250	1550	5420	
<u>UNIT COSTS:</u>	\$1.00	\$1.80	\$0.90	* Color Copies
<u>TOTAL COSTS:</u>	\$250.00	\$2,790.00	\$4,878.00	

REPRODUCTION TOTALS:

\$7,918.00

TRAVEL EXPENSES

TO: <u>Miscellaneous Meetings</u>					FROM: <u>Area/Remote Office</u>					
Per Diem:	<u>0</u>	trips x	<u>0</u>	people	<u>x</u>	<u>0</u>	days/trip x	<u>\$0.00</u>	per day =	<u>\$0.00</u>
Personal Vehicle:	<u>16</u>	trips x	<u>50</u>	miles	<u>x</u>	<u>\$0.45</u>	per mile		=	<u>\$356.00</u>
Hotel:	<u>0</u>	trips x	<u>0</u>	people	<u>x</u>	<u>0</u>	days/trip	<u>\$0.00</u>	/ room =	<u>\$0.00</u>
Rental Vehicle:	<u>0</u>	trips x	<u>0</u>	days/trip	<u>x</u>	<u>\$0.000</u>	daily rate		=	<u>\$0.00</u>
Airfare:	<u>0</u>	trips x	<u>0</u>	people	<u>x</u>	<u>\$0.00</u>	round trip		=	<u>\$0.00</u>

* 1 Alts Public, Miscellaneous Meetings (2 MRG staff)

SUBTOTAL: \$356.00

TOTAL TRAVEL EXPENSES:

\$356.00

UNIT RATES

Item Description	Unit	Unit Price	Quantity	Total
Postage - PO 8 5 x 11 Mailer	Each	\$ 0.38123	4500	\$1,715.54
Postage - EO letters	Each	\$ 0.46	1000	\$460.00
Translation Services (English/Spanish)	Each Word	\$ 0.22	0	\$0.00
Court Reporter - Orange Legal	Hours	\$ -	0	\$0.00
Court Reporter - Orange Legal	Hours	\$ -	0	\$0.00
Court Reporter - Orange Legal	Page	\$ -	0	\$0.00
Off-Duty Officer - Osceola County Sheriff's Office	Hour	\$ -	0	\$0.00
Venue	Each	\$ -	0	\$0.00
FAR Ad	Each Word	\$ -	0	\$0.00
				\$0.00

TOTAL UNIT EXPENSES:

\$2,175.54

TOTAL EXPENSES:

\$10,449.54

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: OSCEOLA PARKWAY EXTENSION CONCEPT, FEASIBILITY & MOBILITY STUDIES
 County: Orange and Osceola
 CFX Contract #: CONTRACT 001248
 FAP No.: N/A

Consult. Name: SEARCH
 Consult. No.: enter consultants proj. number
 Date: 2/20/2017
 Estimator: EJC (SEARCH)

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Chief Archaeologist	Senior Specialist	Specialist	Senior Archaeologist	Archaeologist	GIS Specialist	Secretary/ Clerical	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$65.44	\$42.47	\$41.65	\$27.73	\$32.69	\$21.57	\$24.69	\$26.00	\$11.00	\$0.00	\$0.00	\$0.00			
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Engineering Analysis & Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Environmental Analysis & Reports	92	14	4	0	12	40	0	10	12	0	0	0	0	92	\$3,285	\$35.71
Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	92	14	4	0	12	40	0	10	12	0	0	0	0	92		
Total Staff Cost		\$916.16	\$169.88	\$0.00	\$332.76	\$1,307.60	\$0.00	\$246.90	\$312.00	\$0.00	\$0.00	\$0.00	\$0.00		\$3,285.30	\$35.71

Check: \$3,285.30

1. This sheet to be used by Subconsultant to calculate its fee.

SALARY RELATED COSTS:

Overhead Rate:	116.05%	\$3,285.30
Sub-Total:		\$3,812.59
Profit Margin (LS):	12.00%	\$7,097.89
Salary Related Total		\$851.75
EXPENSES (LS):		\$7,949.64
SUBCONSULTANT TOTAL ESTIMATED FEE:		\$0.00

1. This sheet to be used by Subconsultant to calculate its fee.

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: OSCEOLA PARKWAY EXTENSION CONCEPT, FEASIBILITY & MOBILITY STUDIES
 County: Orange and Osceola
 FPN: CONTRACT 001248
 FAP No.: N/A

Consult Name: Tierra (Subconsultant)
 Consult No. 5511-17-003
 Date: 2/24/2017
 Estimator: JS/MB

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Senior Engineer	Chief Scientist	Senior Project Engineer	Geotechnical Engineer	Engineering Intern	Senior Scientist	Sr. Engineering Technician	Geotechnical Technician	Designer-Computer Technician	Secretary/Clerical	Staff Classification 12	SH	Salary	Average
		\$198.25	\$193.88	\$154.62	\$168.22	\$130.67	\$97.12	\$122.04	\$86.13	\$69.74	\$96.67	\$74.25	\$0.00	By Activity	Cost By Activity	Rate Per Task
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Engineering Analysis & Report	24	1	1	0	2	4	9	0	0	0	5	2	0	24	\$2,837.18	\$118.22
Environmental Analysis & Reports	161	8	0	24	0	0	0	72	40	0	8	9	0	161	\$18,970.57	\$117.83
Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	185	9	1	24	2	4	9	72	40	0	13	11	0	185		
Total Staff Cost		\$1,784.25	\$193.88	\$3,710.88	\$336.44	\$602.68	\$874.08	\$8,786.88	\$3,445.20	\$0.00	\$1,256.71	\$816.75	\$0.00		\$21,807.75	\$117.88

Check - \$21,807.75

Note:

1. This sheet to be used by Subconsultant to calculate its fee.

SALARY RELATED COSTS:	\$21,807.75
OVERHEAD:	\$0.00
OPERATING MARGIN:	\$0.00
FCCM (Facilities Capital Cost Money):	\$0.00
EXPENSES:	\$0.00
SALARY RELATED SUBTOTAL:	\$21,807.75
Contamination ODCs	\$1,000.00
SUBTOTAL - SUBCONSULTANT	\$22,807.75
Optional Services	\$0.00
SUBCONSULTANT TOTAL ESTIMATED FEE:	\$22,807.75

Item Description	Unit	Unit Price	Quantity	Total
Geotechnical Field Investigation				
612-Geo Mobilization Drill Rig Truck Mount	Each	\$ 350.00		\$ -
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each	\$ 700.00		\$ -
610-Geo Mobilization Drill Rig Track Mount	Each	\$ 3,250.00		\$ -
418-Geo Drill Crew Support Vehicle	Day	\$ 160.00		\$ -
450-Geo Piezometer 2" 000-050 Ft	LF	\$ 44.00		\$ -
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF	\$ 6.25		\$ -
Drilling Permit Costs IE DEP	Each	\$ 250.00		\$ -
434-Geo Ground Penetrating Radar (GPR)	Day	\$ 2,800.00		\$ -
Contamination Test Units				
850-EDR Report	Each	\$ 500.00	2	\$ 1,000.00
852-Organic Vapor Analyzer (OVA)	Day	\$ 150.00		\$ -
854-Handheld GPS	Per Day	\$ 80.34		\$ -
856-Field Sampling Kit (soil)	Each	\$ 75.00		\$ -
858-Field Sampling Survey Kit (water)	Each	\$ 75.00		\$ -
860-Power Auger Boring (includes decontamination to a depth of 25 feet)	Foot	\$ 11.90		\$ -
862-BTEX and MTBE (Method 8260)	Each	\$ 65.00		\$ -
864-Organochlorine Pesticides (Method 8081)	Each	\$ 100.00		\$ -
866-Organophosphorous Pesticides (Method 8141)	Each	\$ 125.00		\$ -
868-Chlorinated Herbicides (Method 8151)	Each	\$ 100.00		\$ -
870-Volatile Organics (Method 8260)	Each	\$ 95.00		\$ -
872-Volatile Organics BTEX/MTBE(Method 8260)	Each	\$ 60.00		\$ -
874-Semi-Volatiles (Method 8270)	Each	\$ 200.00		\$ -
876-Polyaromatic Hydrocarbons (Method 8270)	Each	\$ 100.00		\$ -
878-TPH Method FL-Pro	Each	\$ 65.00		\$ -
880-RCRA 8 Metals (Method 6010/7471)	Each	\$ 65.00		\$ -
882-RCRA Metals Individual (Method 6010/7471)	Each	\$ 9.00		\$ -
884-Mercury Individual (Method 6010/7471)	Each	\$ 25.00		\$ -
886-Ultr Low Trace Mercury GW Individual (Method 1631)	Each	\$ 75.00		\$ -
888-Arsenic (Method 6010/7471)	Each	\$ 9.00		\$ -
890-SPLP/TCLP Metals	Each	\$ 198.00		\$ -
892-Asbestos Samples	Each	\$ 15.00		\$ -
894-Polychlorinated Biphenals (8082)	Each	\$ 75.00		\$ -
Engineering and Technical Support Services				
Project Manager	Hour	\$ 198.25	8	\$ 1,586.00
Senior Engineer	Hour	\$ 193.88		\$ -
Chief Scientist	Hour	\$ 154.62	24	\$ 3,710.88
Senior Project Engineer	Hour	\$ 168.22		\$ -
Geotechnical Engineer	Hour	\$ 150.67		\$ -
Engineering Intern	Hour	\$ 97.12		\$ -
Senior Scientist	Hour	\$ 122.04	72	\$ 8,786.88
Sr Engineering Technician	Hour	\$ 86.13	40	\$ 3,445.20
Geotechnical Technician	Hour	\$ 69.74		\$ -
Designer-Computer Technician	Hour	\$ 96.67	8	\$ 773.36
Secretary/Clerical	Hour	\$ 74.25	9	\$ 668.25
Total Estimated Fee				\$ 19,970.57

Item Description	Unit	Unit Price	Quantity	Total
Geotechnical Field Investigation				
612-Geo Mobilization Drill Rig Truck Mount	Each	\$ 350.00		\$ -
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each	\$ 700.00		\$ -
610-Geo Mobilization Drill Rig Track Mount	Each	\$ 3,250.00		\$ -
418-Geo Drill Crew Support Vehicle	Day	\$ 160.00		\$ -
609-Geo Mobilization Drill Rig Barge Mount	Each	\$ 7,500.00		\$ -
405-Geo Barge (Owned)	Day	\$ 2,500.00		\$ -
618-Geo Mobilization Support Boat	Each	\$ 500.00		\$ -
618.1-Geo Support Safety Boat	Day	\$ 500.00		\$ -
619-Geo Mobilization Tri-Pod	Each	\$ 1,250.00		\$ -
419-Geo Drilling Crew 2-Person	Hour	\$ 135.00		\$ -
420-Geo Drilling Crew 3-Person	Hour	\$ 185.00		\$ -
Geo SPT Truck 0-50 Ft	LF	\$ 12.90		\$ -
Geo SPT Truck 50-100 Ft	LF	\$ 17.00		\$ -
Geo SPT Truck 100-150 Ft	LF	\$ 31.00		\$ -
Geo SPT Truck 150-200 Ft	LF	\$ 39.00		\$ -
478-Geo SPT Truck-Mud Bug 0-50 Ft	LF	\$ 15.20		\$ -
479-Geo SPT Truck-Mud Bug 50-100 Ft	LF	\$ 18.10		\$ -
480-Geo SPT Truck-Mud Bug 100-150 Ft	LF	\$ 32.00		\$ -
481-Geo SPT Truck-Mud Bug 150-200 Ft	LF	\$ 42.00		\$ -
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	\$ 21.50		\$ -
474-Geo SPT Barge/Track/Amphibious 050-100 Ft	LF	\$ 28.90		\$ -
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	\$ 53.00		\$ -
476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	\$ 70.00		\$ -
Geo Grout Boreholes- Truck 0-050 Ft	LF	\$ 5.25		\$ -
Geo Grout Boreholes- Truck 50-100 Ft	LF	\$ 7.00		\$ -
Geo Grout Boreholes- Truck 100-150 Ft	LF	\$ 10.25		\$ -
Geo Grout Boreholes- Truck 150-200 Ft	LF	\$ 14.00		\$ -
440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	\$ 6.25		\$ -
441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF	\$ 8.00		\$ -
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$ 13.10		\$ -
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	\$ 18.00		\$ -
435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF	\$ 8.50		\$ -
436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF	\$ 11.25		\$ -
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	\$ 17.25		\$ -
438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF	\$ 25.00		\$ -
Geo Temp Casing 3" Truck 0-050 Ft	LF	\$ 8.50		\$ -
Geo Temp Casing 3" Truck 50-100 Ft	LF	\$ 10.25		\$ -
Geo Temp Casing 3" Truck 100-150 Ft	LF	\$ 12.25		\$ -
Geo Temp Casing 3" Truck 150-200 Ft	LF	\$ 15.00		\$ -

Item Description	Unit	Unit Price	Quantity	Total
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	\$ 10.30		\$ -
489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF	\$ 14.00		\$ -
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	\$ 17.50		\$ -
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	\$ 22.00		\$ -
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF	\$ 14.50		\$ -
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	\$ 17.50		\$ -
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	\$ 20.00		\$ -
486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF	\$ 25.00		\$ -
463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID	LF	\$ 45.00		\$ -
465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID	LF	\$ 52.00		\$ -
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	\$ 60.00		\$ -
453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF	\$ 48.00		\$ -
455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF	\$ 64.00		\$ -
457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID	LF	\$ 80.00		\$ -
459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID	LF	\$ 94.00		\$ -
427-Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft	Each	\$ 71.00		\$ -
428-Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft	Each	\$ 71.00		\$ -
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$ 85.00		\$ -
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	\$ 85.00		\$ -
422-Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft	Each	\$ 71.00		\$ -
423-Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft	Each	\$ 71.00		\$ -
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	\$ 85.00		\$ -
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	\$ 85.00		\$ -
519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft	Each	\$ 200.00		\$ -
520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft	Each	\$ 200.00		\$ -
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$ 200.00		\$ -
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	\$ 200.00		\$ -
515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft	Each	\$ 200.00		\$ -
516-Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft	Each	\$ 200.00		\$ -
517-Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft	Each	\$ 200.00		\$ -
518-Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft	Each	\$ 200.00		\$ -
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	\$ 10.50		\$ -
402-Geo Auger Borings- Track	LF	\$ 12.00		\$ -
432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each	\$ 290.00		\$ -
Flagman and Barricades 2-Man Crew Own Equipment	Day	\$ 1,080.00		\$ -
Muck Probing Unsuitable Soils 2-Man Crew	Day	\$ 1,080.00		\$ -
450-Geo Piezometer 2" 000-050 Ft	LF	\$ 44.00		\$ -
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF	\$ 6.25		\$ -
Drilling Permit Costs IE DEP	Each	\$ 250.00		\$ -
403-Geo Backhoe (Owned)	Day	\$ 600.00		\$ -
416-Geo Dozer (Owned)	Day	\$ 800.00		\$ -
Site Clearing to Access Boring or Test Locations	Hour	\$ 210.00		\$ -
407-Geo Chainsaw (Owned)	Day	\$ 28.00		\$ -

Item Description	Unit	Unit Price	Quantity	Total
415-Geo Double Ring Infiltration (ASTM D3385)	Each	\$ 525.00		\$ -
434-Geo Ground Penetrating Radar (GPR)	Day	\$ 2,800.00		\$ -
Asphalt and Concrete Pavement Coring				
209-Asphalt Pavement Coring – 4" dia with Base Depth Check	Each	\$ 125.00		\$ -
210-Asphalt Pavement Coring – 4" dia without Base Depth Check	Each	\$ 110.00		\$ -
211-Asphalt Pavement Coring – 6" dia with Base Depth Check	Each	\$ 125.00		\$ -
212-Asphalt Pavement Coring – 6" dia without Base Depth Check	Each	\$ 110.00		\$ -
305-Concrete Pavement Coring - 4" Dia	Each	\$ 110.00		\$ -
306-Concrete Pavement Coring - 6" Dia	Each	\$ 110.00		\$ -
603-Mobilization Asphalt Coring equipment	Each	\$ 250.00		\$ -
606-Mobilization Concrete Coring	Each	\$ 250.00		\$ -
Geotechnical Soil Laboratory Testing				
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	\$ 42.00		\$ -
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test	\$ 10.00		\$ -
821-Soils Particle Size Analysis (AASHTO T 88) (Including Hydrometer)	Test	\$ 131.00		\$ -
822-Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test	\$ 67.00		\$ -
805-Soils Corrosion Series (FM 5-550 through 5-553)	Test	\$ 175.00		\$ -
825-Soils pH Soil or Water (FM 5-550)	Test	\$ 35.00		\$ -
829-Soils Resistivity Soil or Water (FM 5-551)	Test	\$ 46.00		\$ -
800-Soils Chloride Soil or Water (FM 5-552)	Test	\$ 46.00		\$ -
833-Soils Sulfate Soil or Water (FM 5-553)	Test	\$ 48.00		\$ -
819-Soils Organic Content Ignition (FM 1 T-267)	Test	\$ 42.00		\$ -
Atterberg Limit Tests (AASHTO T-89 and T-90) Combined	Test	\$ 130.00		\$ -
826-Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test	\$ 70.00		\$ -
811-Soils Liquid Limit (AASHTO T 89)	Test	\$ 60.00		\$ -
823-Soils Permeability Constant Head (AASHTO T 215)	Test	\$ 175.00		\$ -
824-Soils Permeability Falling Head (FM 5-513)	Test	\$ 175.00		\$ -
827-Soils Proctor Modified (FM 1-T 180)	Test	\$ 115.00		\$ -
828-Soils Proctor Standard (AASHTO T 99)	Test	\$ 111.00		\$ -
832-Soils Splitting Tensile Strength of Rock Cores (ASTM D3967)	Test	\$ 138.00		\$ -
838-Soils Unconfined Compression - Rock (ASTM D7012, Method C)	Test	\$ 138.00		\$ -
803-Soils Consolidation - Constant Strain (ASTM D4186)	Test	\$ 580.00		\$ -
804-Soils Consolidation - Extended Load Increments (AASHTO T216)	Each	\$ 50.00		\$ -
806-Soils Direct Shear Consolidated Drained/ Point AASHTO T 236	Test	\$ 250.00		\$ -
810-Soils Limerock Bearing Ratio (LBR)(FM 5-515)	Test	\$ 340.00		\$ -

Item Description	Unit	Unit Price	Quantity	Total
Contamination Test Units				
850-EDR Report	Each	\$ 500.00		\$ -
852-Organic Vapor Analyzer (OVA)	Day	\$ 150.00		\$ -
854-Handheld GPS	Per Day	\$ 80.34		\$ -
856-Field Sampling Kit (soil)	Each	\$ 75.00		\$ -
858-Field Sampling Survey Kit (water)	Each	\$ 75.00		\$ -
860-Power Auger Boring (includes decontamination to a depth of 25 feet)	Foot	\$ 11.90		\$ -
862-BTEX and MTBE (Method 8260)	Each	\$ 65.00		\$ -
864-Organochlorine Pesticides (Method 8081)	Each	\$ 100.00		\$ -
866-Organophosphorous Pesticides (Method 8141)	Each	\$ 125.00		\$ -
868-Chlorinated Herbicides (Method 8151)	Each	\$ 100.00		\$ -
870-Volatile Organics (Method 8260)	Each	\$ 95.00		\$ -
872-Volatile Organics BTEX/MTBE(Method 8260)	Each	\$ 60.00		\$ -
874-Semi-Volatiles (Method 8270)	Each	\$ 200.00		\$ -
876-Polyaromatic Hydrocarbons (Method 8270)	Each	\$ 100.00		\$ -
878-TPH Method FL-Pro	Each	\$ 65.00		\$ -
880-RCRA 8 Metals (Method 6010/7471)	Each	\$ 65.00		\$ -
882-RCRA Metals Individual (Method 6010/7471)	Each	\$ 9.00		\$ -
884-Mercury Individual (Method 6010/7471)	Each	\$ 25.00		\$ -
886-Ultr Low Trace Mercury GW Individual (Method 1631)	Each	\$ 75.00		\$ -
888-Arsenic (Method 6010/7471)	Each	\$ 9.00		\$ -
890-SPLP/TCLP Metals	Each	\$ 198.00		\$ -
892-Asbestos Samples	Each	\$ 15.00		\$ -
894-Polychlorinated Biphenals (8082)	Each	\$ 75.00		\$ -
Engineering and Technical Support Services				
Project Manager	Hour	\$ 198.25	1	\$ 198.25
Senior Engineer	Hour	\$ 193.88	1	\$ 193.88
Chief Scientist	Hour	\$ 154.62		\$ -
Senior Project Engineer	Hour	\$ 168.22	2	\$ 336.44
Geotechnical Engineer	Hour	\$ 150.67	4	\$ 602.68
Engineering Intern	Hour	\$ 97.12	9	\$ 874.08
Senior Scientist	Hour	\$ 122.04		\$ -
Sr Engineering Technician	Hour	\$ 86.13		\$ -
Geotechnical Technician	Hour	\$ 69.74		\$ -
Designer-Computer Technician	Hour	\$ 96.67	5	\$ 483.35
Secretary/Clerical	Hour	\$ 74.25	2	\$ 148.50
Total Estimated Fee				\$ 2,837.18

EXHIBIT D

PROJECT ORGANIZATIONAL CHART

B. Project Organization Chart

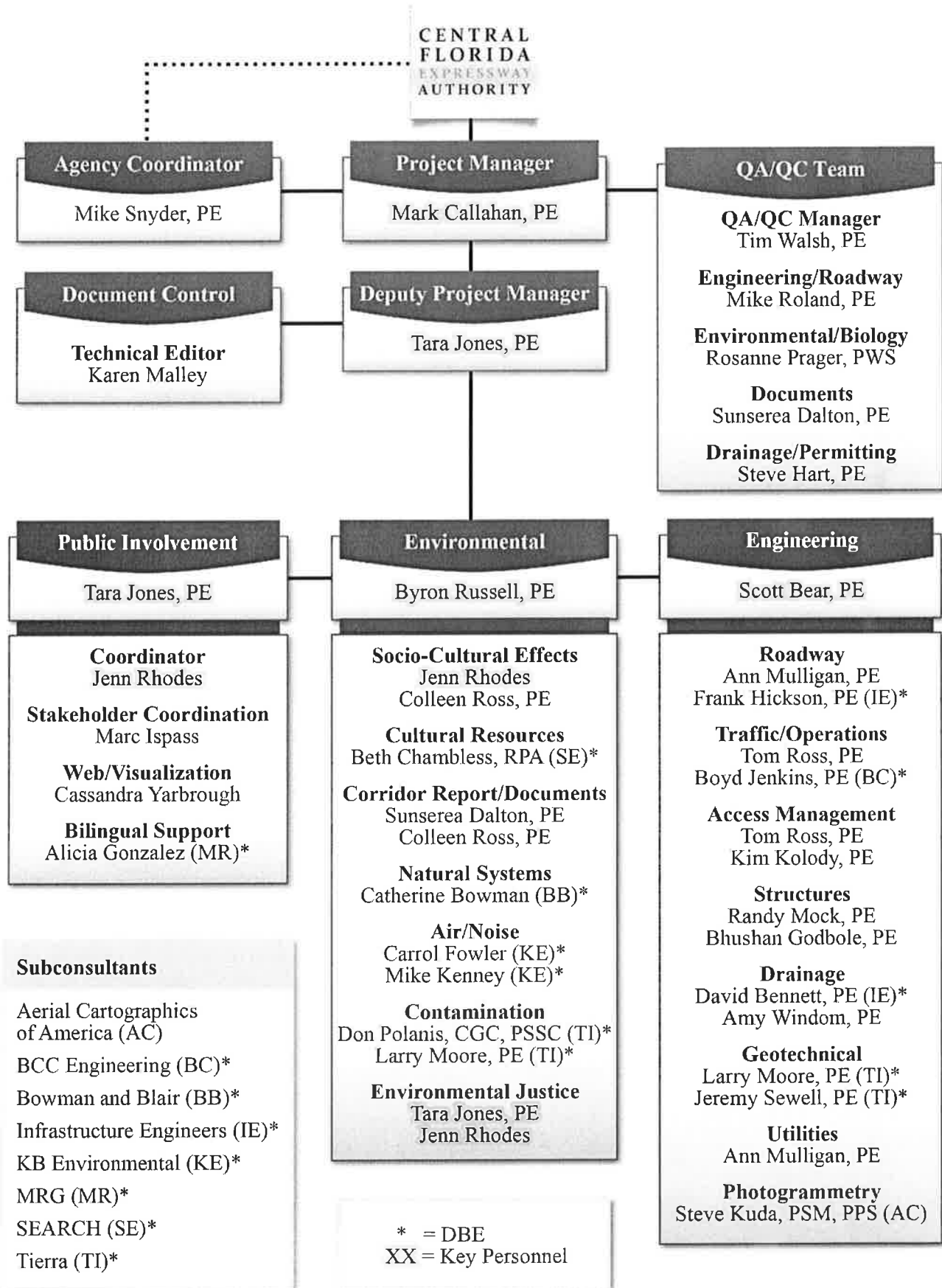
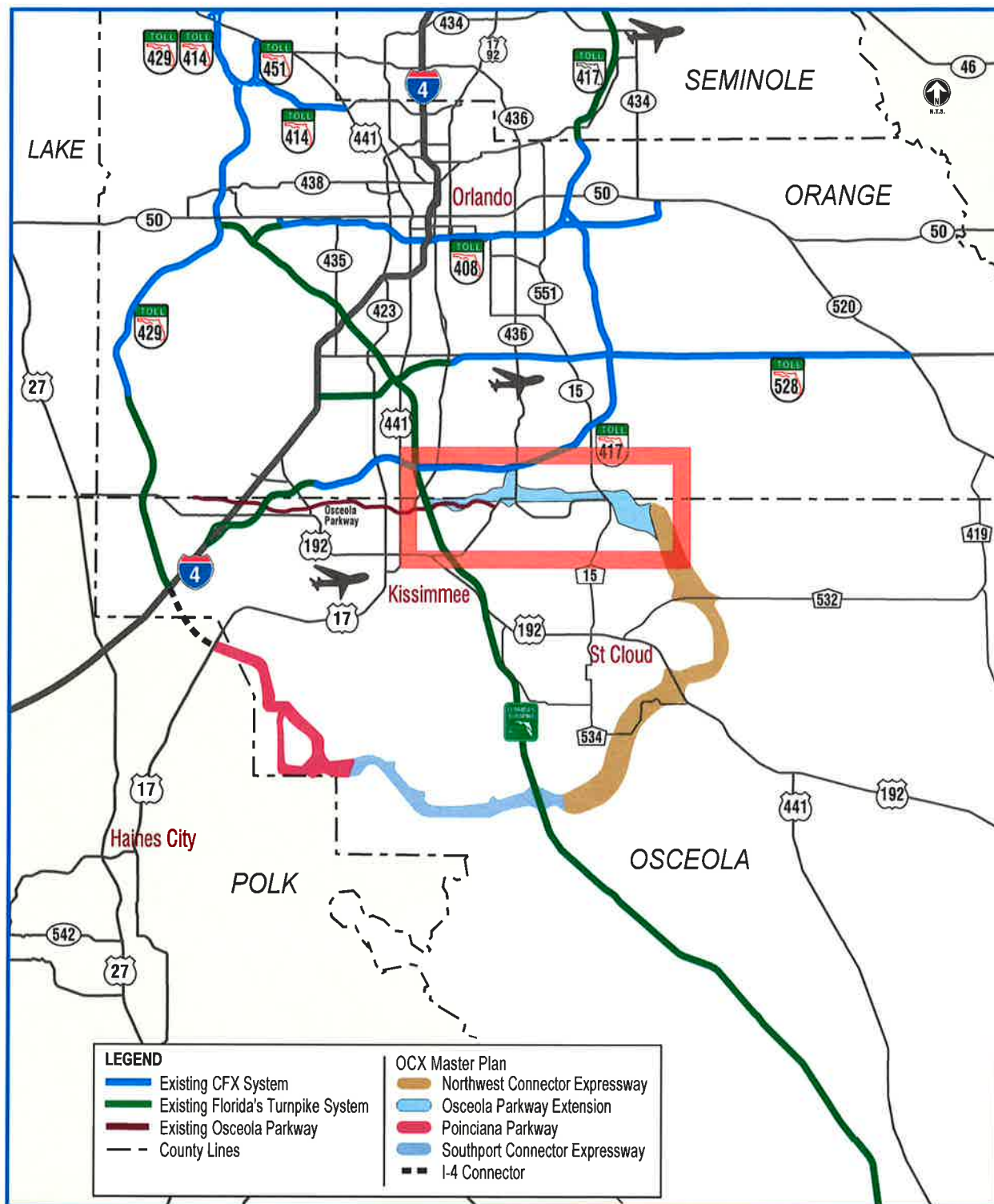


EXHIBIT E

PROJECT LOCATION MAP



**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

Project Location Map for Osceola Parkway Extension (599-221)

EXHIBIT F

SCHEDULE

**PROPOSED SCHEDULE - CONCEPT, FEASIBILITY, & MOBILITY STUDIES
OF THE OSCEOLA COUNTY EXPRESSWAY AUTHORITY MASTER PLAN PROJECTS**

[illegible]


CONSENT AGENDA ITEM

#4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

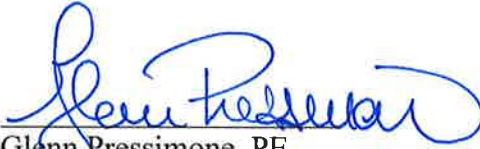
FROM: Aneth O. Williams 
Director of Procurement

DATE: February 21, 2017

SUBJECT: Award of Contract to Inwood Consulting Engineers, Inc., for the Concept, Feasibility & Mobility Study for the Northeast Connector Expressway Project 599-222, Contract No. 001249 - AMENDED

The Board approved on January 12, 2017, the final ranking and authorization to negotiate with firms for the Concept, Feasibility & Mobility Studies of the Osceola County Expressway Authority Master Plan Projects. Negotiations with Inwood Consulting Engineers, Inc. for the study of the Northeast Connector Expressway have been completed. Board award of the contract to Inwood Consulting Engineers, Inc. is requested in the not-to-exceed amount of \$1,438,000.00.

Reviewed by:


Glenn Pressimone, PE
Director of Engineering



AGREEMENT FOR PROFESSIONAL SERVICES

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

INWOOD CONSULTING ENGINEERS, INC.

**CONCEPT, FEASIBILITY AND MOBILITY STUDY FOR
THE NORTHEAST CONNECTOR EXPRESSWAY**

CONTRACT NO. 001249, PROJECT NO. 599-222

CONTRACT DATE: March 9, 2017

CONTRACT AMOUNT: \$1,438,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>
AG	Agreement
A	Exhibit “A”, Scope of Services
B	Exhibit “B”, Method of Compensation
C	Exhibit “C”, Details of Cost and Fees
D	Exhibit “D”, Project Organization Chart
E	Exhibit “E”, Project Location Map
F	Exhibit “F”, Schedule

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this 9th day of March, 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and Inwood Consulting Engineers, Inc., hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in planning and engineering, with the responsible project office located at 3000 Dovera Drive, Suite 200, Oviedo, Florida 32765.

WITNESSETH:

WHEREAS, CONSULTANT represents that it is fully qualified and authorized to render the professional services contracted herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CFX and CONSULTANT agree as follows:

1.0. DEFINITIONS.

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

2.0. SCOPE OF SERVICES.

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the Concept, Feasibility and Mobility Study for the Northeast Connector Expressway hereinafter "the Project." Further identified as Project No. 599-222 and Contract No. 001249.

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

Before rendering any of the services, 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.

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

3.0 TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five (5) year term from the date of the Notice to Proceed for the required project services as detailed in **Exhibit "A"**. At CFX's sole discretion and election, the Agreement may be renewed with two (2) one-year renewals, or portions thereof. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONSULTANT with written notice of its intent at least thirty (30) days prior to the expiration of the original term and subsequent renewal, if any.

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

4.0 PROJECT SCHEDULE

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

In the event there are delays on the part of CFX as to the approval of any of the materials submitted by the CONSULTANT or if there are delays occasioned by circumstances beyond the control of the CONSULTANT, which delay the scheduled Project completion date, CFX may grant to the CONSULTANT by "Letter of Time Extension" an extension of the scheduled Project completion date equal to the aforementioned delays. The letter will be for time only and will not include any additional compensation.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains within the Project schedule within which to complete the services on the Project. In the event there have been delays which would affect the scheduled Project completion date, the CONSULTANT shall submit a written request to CFX which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one

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

In the event the scheduled Project completion date is reached and the CONSULTANT has not requested, or if CFX has denied, an extension of the completion date, partial progress payments will be stopped when the scheduled Project completion date is met. No further payment for the Project will be made until a time extension is granted or all work has been completed and accepted by CFX.

5.0 PROFESSIONAL STAFF

The CONSULTANT shall maintain an adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. The CONSULTANT shall continue to be authorized to do business within the State of Florida. In the performance of these professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care when performing in a design capacity and shall have due regard for acceptable standards of design principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to CFX, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the associate consultants listed below without the written consent of CFX. It is understood and agreed that CFX will not, except for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

3E Consulting Engineers, Inc. (Class 1)	AVCON, Inc. (Class 1)
The Balmoral Group, LLC (Class 1)	Global-5 Communications, Inc. (Class 1)
Kimley-Horn & Associates, Inc. (Class 1)	
WBQ Design & Engineering, Inc. (Class 1), (Survey only Class 2)	
Geotechnical and Environmental Consultants, Inc. (Class 2)	
Archaeological Consultants, Inc. (Class 2)	

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

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

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

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement as described in **Exhibit "A"**.

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.

After CFX's acceptance of documents for the Project, the original set of CONSULTANT's drawings, tracings, plans, maps and CADD files shall be provided to CFX. The CONSULTANT shall signify, by affixing an endorsement (seal/signature, as appropriate) on every sheet of the record set, that the work shown on the endorsed sheets was produced by the CONSULTANT. With the tracings and the record set of prints, the CONSULTANT shall submit a final set of design computations. The computations shall be bound in an 8-1/2 x 11" format and shall be endorsed (seal/signature, as appropriate) by the CONSULTANT. Refer to **Exhibit "A"** for the computation data required for this Agreement.

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

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

7.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$1,438,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

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

Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. The obligations in this paragraph survive the termination of the Agreement and continue in full force and effect.

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

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

8.0 DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this Project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 3000 Dovera Drive, Suite 200, Oviedo, Florida 32765.

Notwithstanding Section 17, entitled "Communications, Public Relations, and Use of Logos," CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONSULTANT agrees to comply with Section 119.0701, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail:

**publicrecords@cfxway.com, and address: Central Florida
Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.**

An excerpt of Section 119.0701, Florida Statutes is below.

Per Section 119.0701(1), "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

Per Section 119.0701(b). The contractor shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The obligations in Section 8.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

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

9.0 COMPLIANCE WITH LAWS

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

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

10.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached **Exhibit "C"**, Details of Costs and Fees, supporting the compensation provided in Section 7.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Section 7.0 hereof shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

11.0 TERMINATION

CFX may terminate this Agreement in whole or in part, for any reason or no reason, at any time the interest of CFX requires such termination.

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

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

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated in accordance with **Exhibit "B"** for work properly performed by the CONSULTANT prior to abandonment or termination of the Agreement. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be transferred to and retained by CFX.

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

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 Executive 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 Executive Director whose decision shall be final.

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

13.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

14.0 HOLD HARMLESS AND INDEMNIFICATION

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

When CFX receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, CFX will immediately forward the notice of claim to the CONSULTANT. The CONSULTANT and the AUTHORITY will evaluate the notice of claim and report their findings to each other within fourteen (14) calendar days.

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the CONSULTANT, CFX and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of the

CONSULTANT in the defense of the lawsuit or to request that the CONSULTANT defend CFX in such lawsuit as described in this section. CFX's failure to notify the CONSULTANT of a notice of claim will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by CFX to the CONSULTANT of the notice of claim or filing of a lawsuit. CFX and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all of its costs, but if the verdict determines that there is joint responsibility, the costs of defense and liability for damages will be shared in the same percentage as that judicially established, provided that CFX's liability does not exceed the limits and limitations arising from Section 768.28, Florida Statutes, the doctrine of sovereign immunity, and law.

CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes, or law. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of CFX's obligations are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, except for payments for work properly performed, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

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

The obligations in Section 14.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Agreement and continue in full force and effect.

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, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this

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

16.0 INSURANCE

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

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

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

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

16.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall

be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

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

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

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

The CONSULTANT shall provide CFX with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

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

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

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

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

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

17.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Agreement, it being understood that, under Section 8.0 hereof, such data or information is the property of CFX.

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a copy of the CFX logo or any CFX mark, including trademarks, service marks, or any other mark, collectively referred as "Marks," is to be used in a document or presentation. The Marks shall not be altered in any way. The width and height of the Marks shall be of equal proportions. If a black and white Mark is utilized, the Mark shall be properly screened to insure all layers of the Mark are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer 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 and the CFX Code of Ethics 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 complete the Potential Conflict Disclosure Form with contract execution, annually by July 1, and in the event of changed circumstances.

The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

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

19.0 DOCUMENTED ALIENS

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

20.0 E-VERIFY CLAUSE

CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the contract. CONSULTANT shall require all of its subconsultants to verify the employment eligibility of all new employees hired by the subconsultants during the term of the Agreement.

21.0 CONFLICT OF INTEREST

The CONSULTANT shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the service provided herein and as described below. Questions regarding potential conflicts of interest shall be addressed to the Executive Director for resolution.

During the term of this Agreement:

The CONSULTANT is NOT eligible to pursue any advertised construction engineering and inspection projects of CFX as either a prime or subconsultant where the CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

22.0 INSPECTOR GENERAL

CONSULTANT agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONSULTANT agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in this paragraph shall survive the expiration or termination of this Agreement and continue in full force and effect.

23.0 PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes, “a person or affiliate who has been placed on the [Florida Department of Management Services] convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the [Florida Department of Management Services] convicted vendor list.”

Pursuant to Section 287.134(2)(a), Florida Statutes, “an entity or affiliate who has been placed on the [Florida Department of Management Services] discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

24.0 INTEGRATION

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no other agreements between the parties in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

25.0 ASSIGNMENT

This Agreement may not be assigned without the written consent of CFX.

26.0 AVAILABILITY OF FUNDS

CFX's performance and obligation to pay under this Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONSULTANT to that effect.

27.0 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.

28.0 AUDIT AND EXAMINATION OF RECORDS

28.1 Definition of Records:

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

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

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

28.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review, or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

28.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, 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 the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

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

28.6 The obligations in Section 28.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

29.0 NOTICE

All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

To CFX:	Central Florida Expressway Authority
	4974 ORL Tower Road
	Orlando, FL 32807
	Attn: Chief of Infrastructure

Project No. 599-222
Contract No. 001249

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: General Counsel

To CONSULTANT: Inwood Consulting Engineers, Inc.
3000 Dovera Drive, Suite 200
Oviedo, Florida 32765
Attn: Alex Hull, P.E.

Attn: _____

30.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 30.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

31.00 ATTACHMENTS

Exhibit "A", Scope of Services
Exhibit "B", Method of Compensation
Exhibit "C", Details of Cost and Fees
Exhibit "D", Project Organization Chart
Exhibit "E", Project Location Map
Exhibit "F", Project Schedule

[SIGNATURES TO FOLLOW]

Project No. 599-222
Contract No. 001249

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on March 9, 2017.

INWOOD CONSULTING ENGINEERS, Inc.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Print Name: _____

Print Name: _____

Title: _____

Effective Date: _____

ATTEST: _____ (Seal)
Secretary or Notary

Approved as to form and execution, only.

General Counsel for CFX

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

CONCEPT, FEASIBILITY & MOBILITY STUDIES

FOR THE

NORTHEAST CONNECTOR EXPRESSWAY

CONTRACT 001249

MARCH, 2017

Exhibit A

SCOPE OF SERVICES

TABLE OF CONTENTS

<u>Description</u>	<u>Page No.</u>
1.0 OVERVIEW	A-1
2.0 LOCATION	A-1
3.0 PURPOSE	A-1
4.0 OBJECTIVE	A-1
5.0 GOVERNING REGULATIONS	A-2
6.0 PROJECT MANAGEMENT AND ADMINISTRATION	A-3
6.1 Notice to Proceed Meeting	A-3
6.2 Key Personnel	A-3
6.3 Project Schedule	A-3
6.4 Correspondence	A-3
6.5 Quality Control	A-3
6.6 Project Management, Meetings and Coordination	A-4
7.0 PUBLIC INVOLVEMENT	A-4
7.1 Public Involvement Plan	A-4
7.2 Mailing List	A-4
7.3 Public Meeting	A-5
7.4 Board Meetings	A-6
7.5 Advisory Groups	A-6
7.6 Project Kick-Off Letter	A-6
7.7 Unscheduled Project Meetings	A-7
7.8 Project Information Line/General Public Correspondence	A-7
7.9 Project Newsletters	A-7
7.10 Project Webpage	A-7
8.0 DATA COLLECTION	A-7
8.1 Aerial Photography	A-8
8.2 Traffic Data	A-8
8.3 Transportation Plans	A-8
8.4 Land Use and Development Plans	A-8
8.5 Physical/Natural Environmental Information	A-8

TABLE OF CONTENTS (Cont.)

8.6	Interagency and Stakeholder Coordination	A-9
8.7	Study Area Base Maps	A-9
8.8	Confirm Corridor Limits	A-9
8.9	Data Collection Summary Technical Memorandum (Deliverable)	A-9
9.0	ESTABLISH PURPOSE AND NEED	A-9
10.0	MOBILITY PROGRAM ALTERNATIVES	A-10
10.1	No-Build Alternative	A-10
10.2	Develop Alternative Mobility Programs	A-10
10.3	Evaluate and Refine Mobility Programs	A-11
10.4	Financial Viability Analysis	A-11
10.5	Concept, Feasibility and Mobility Study Report (Deliverable)	A-11
11.0	DELIVERABLES	A-12
12.0	DESIGN CRITERIA	A-12

1.0 Overview

The Central Florida Expressway Authority (CFX) requires the professional services of a qualified CONSULTANT to perform a comprehensive Concept, Feasibility and Mobility Study (Study) of the Northeast Connector Expressway project as identified in the Osceola County Expressway Authority (OCX) Master Plan and the CFX Visioning + 2040 Master Plan.

2.0 Location

The general limits and descriptions of the Northeast Connector Expressway project corridor is provided below. The CONSULTANT will be responsible for refining the corridor limits and defining the logical termini for the project.

Northeast Connector Expressway: The Northeast Connector Expressway extends from the Southport Connector Expressway at Canoe Creek Road, northeast to the vicinity of the Osceola/ Orange County line, for a length of approximately 25 miles. The Northeast Connector Expressway has been known as the Southport Connector East and the SR 417 Southern Extension in previous studies and discussions. The Northeast Connector will allow for a connection to the Osceola Parkway Extension corridor and will also study a possible connection to proposed Corridor I as identified in the CFX 2040 Master Plan. The project includes the interchange with Florida's Turnpike.

The Northeast Connector Expressway corridor is generally depicted on **Exhibit "E"**.

3.0 Purpose

The purpose of this Exhibit is to describe the scope of work for the Study and the responsibilities of the CONSULTANT, CFX, CFX's general engineering consultant (GEC) and CFX's traffic and earnings (T&E) consultant.

4.0 Objective

The Study will include the development and evaluation of alternate mobility programs within the project corridor. The work will include the evaluation and documentation of the physical, natural, social, and cultural environment within the corridors and the potential impacts associated with the various mobility alternatives. This analysis will also address economic and engineering feasibility, mobility capacity and levels of service; conceptual geometry and structures; and potential interchanges and intersection improvement. Public involvement and interagency coordination will be an integral part of the assessment process.

The CONSULTANT, in coordination with CFX and its T&E Consultant will forecast the future transportation demands within each corridor (design year of 2045). The CONSULTANT will then develop a range of transportation mobility options and programs that could adequately meet the future demand. Corridor mobility elements to be considered will include but are not necessarily constrained to limited access tolled expressways, mass transit technologies, and intermodal facilities. The CONSULTANT will be responsible for estimating the overall project costs associated with each mobility alternative, including planning, design, construction, operations, permitting and other project related costs. The GEC will be responsible for estimating the right-of-way acquisition costs based on input from the CONSULTANT.

The general objective of this Study is to provide documented information necessary for CFX to reach a decision on the viability of each mobility option. Viability is defined in the Interlocal Agreement by and among Osceola County, CFX and OCX as follows:

“Viable” or “Viability” shall mean an OCX Segment or any portion thereof that is projected in writing by CFX’s traffic and revenue consultant to generate toll revenues over a period of thirty years equal to at least fifty percent (50%) of the cost of such OCX Segment or applicable portion thereof; provided however, that with respect to an interchange portion of an OCX Segment or a portion of any OCX Segment located outside of the County, such interchange or portion of an OCX Segment outside the County is projected in writing by CFX’s traffic and revenue consultant to generate new CFX System Pledged Revenues over a period of thirty years in excess of the cost to build such interchange or portion of such OCX Segment. The cost of an OCX segment or portion thereof shall be determined by CFX, exercising reasonable judgment, as part of its Concept and Feasibility Study and the components of such cost (e.g., right-of-way, construction costs, financing costs, planning and design costs) shall be consistent with CFX’s past practices for such a determination and shall take into consideration any right-of-way donations and other public or private partnership contributions.

5.0 Governing Regulations

The services performed by the CONSULTANT shall comply with all applicable CFX and FDOT Manuals and Guidelines. The FDOT’s Manuals and Guidelines incorporate by requirement or reference all applicable State and Federal regulations. The current edition, including updates, of the following FDOT Manuals and Guidelines shall be used in the performance of this work. It is understood that AASHTO criteria shall apply as incipient policy. Some standards may not apply to the project, but are listed for reference.

- Florida Statutes
- Florida Administrative Codes
- Applicable federal regulations and technical advisories.
- Project Development and Environment Manual
- Plans Preparation Manual
- Roadway Traffic and Design Standards
- Highway Capacity Manual
- Manual of Uniform Traffic Control Devices (MUTCD)
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Bicycle Facilities Planning and Design Manual
- Right-of-Way Mapping Handbook
- Location Survey Manual
- EFB User Guide
- Drainage Manual and Handbooks
- Outline Specifications - Aerial Surveys/Photogrammetry
- Soils and Foundations Manual
- Structures Design Guidelines
- CADD Manual (No. 625-050-001)

CADD Production Criteria Handbook
Florida's Level of Service Standards and Guidelines Manual for Planning (No. 525-000-005)
Equivalent Single Axle Load Guidelines (No. 525-030-121)
Design Traffic Procedure (No. 525-030-120)
K-Factor Estimation Process
Project Traffic Forecasting Guidelines
Florida Highway Landscape Guide
Basis of Estimates Manual

6.0 Project Management and Administration

CFX's General Engineering Consultant (GEC) will provide contract administration, project management services and technical reviews of all work associated with the development and preparation of the Study reports.

6.1 Notice to Proceed Meeting

The CONSULTANT shall meet with appropriate CFX, GEC and T&E personnel immediately following receipt of the Notice to Proceed. As a minimum, the CONSULTANT's Project Manager and senior project personnel shall attend. At the Notice to Proceed Meeting, CFX will:

- Render all relevant information in its possession
- Establish any ground rules upon which the Study process will be conducted
- Bring to the attention of the CONSULTANT any special or controversial issues to be considered in the Study
- Explain the financial administration of the contract

6.2 Key Personnel

The CONSULTANT'S work shall be performed and directed by the key personnel identified by the CONSULTANT and approved by CFX. Any proposed changes to key personnel shall be subject to review and approval by CFX.

6.3 Project Schedule

The Study is expected to have a twelve (12) month duration. Within ten (10) working days after receipt of the Notice-to-Proceed, the CONSULTANT shall provide a schedule of calendar deadlines to the GEC for review. The CONSULTANT shall update the project schedule on a monthly basis and inform CFX of any substantial potential schedule modifications.

6.4 Correspondence

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this Study shall be provided to CFX and the GEC for their records within one (1) week of the receipt of said correspondence.

6.5 Quality Control

The CONSULTANT shall be responsible for ensuring that all work products conform to CFX standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall ensure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified

individuals who were not directly responsible for performing the initial work.

The CONSULTANT shall submit a Quality Assurance/Quality Control (QA/QC) Plan to the GEC for review and approval within ten (10) working days following the Notice to Proceed Meeting.

6.6 Project Management, Meetings and Coordination

The CONSULTANT shall meet with CFX staff and the GEC as needed throughout the life of the project. The CONSULTANT should be prepared to meet on a bi-monthly basis for progress meetings; therefore, 24 meetings should be anticipated. The actual frequency of the meetings will vary depending on the project stage and pending activities.

Progress reports shall be delivered to CFX in a format as prescribed by the GEC and no less than 10 days prior to submission of the corresponding invoice. Judgment on whether work of sufficient quality and quantity has been accomplished will be made by the GEC Project Manager by comparing the reported percent complete against actual work accomplished.

7.0 Public involvement

Public involvement includes communicating to and receiving information from all interested persons, groups, and government organizations on topics related to the Study. The CONSULTANT shall coordinate and perform the appropriate level of public involvement for this project as described in the following subsections. All public involvement tasks and activities will be coordinated with CFX's Public Affairs and Communications Department.

7.1 Public Involvement Plan

The CONSULTANT will prepare a comprehensive Public Involvement Plan (PIP) and submit to the GEC within ten (10) business days following the Notice to Proceed meeting.

The purpose of the PIP is to establish and maintain a strategy for early, meaningful, and continuous public and stakeholder involvement throughout the Study process.

The CONSULTANT shall perform all data collection activities necessary to prepare and implement the PIP including but not limited to the following:

- Identification of stakeholders and interested parties,
- Field review of potential meeting sites,
- Preparation and distribution of meeting announcements and notices,
- Preparation of meeting notes.

7.2 Mailing List

The CONSULTANT shall be responsible for developing, maintaining, and updating a project mailing list which will include:

- Public officials and their staffs
- Affected residents, business tenants and property owners within the corridor
- Environmental Advisory Group (EAG)
- Project Advisory Group (PAG)
- Interested parties, including:
 - Residents/property owners within the corridor
 - Other informed parties who notify the CONSULTANT that they desire to be

- added to the mailing list.
- Special interest groups

The CONSULTANT will incorporate the mailing lists received from any recently completed studies. The CONSULTANT will maintain the mailing list in a computer file which is acceptable to CFX. For each mailing, the CONSULTANT will provide CFX a computer file of the mailing list and a hard copy printout, certified by the CONSULTANT as true and correct. Additional groups and/or individuals may be included on the mailing list as requested.

7.3 Public Meeting

The CONSULTANT shall be responsible for conducting one (1) public information meeting. The meeting will be scheduled to coincide with submittal of the Draft Concept, Feasibility and Mobility Study Report. It is anticipated the meeting will be conducted in an open house format, with a brief scripted presentation and question and answer session.

The CONSULTANT shall prepare and/or provide:

- Handouts
- Display graphics and presentation
- Meeting equipment set-up and tear-down
- Legal and/or display advertisements (The CONSULTANT will pay the cost of publishing)
- Letters for notification of elected and appointed officials, affected property owners and other interested parties. (The CONSULTANT will pay the cost of first class postage.)
- News releases.

The CONSULTANT will investigate potential meeting sites and pay all costs for meeting site rents and insurance. The CONSULTANT will attend the meetings with an appropriate number of personnel to assist CFX staff.

Drafts of all notification advertisements and letters shall be submitted to CFX for its approval at least one week prior to mailing. Mailings, legal notices and/or newspaper display advertisements shall be the responsibility of the CONSULTANT. Actual copies of the notices shall be retained in the project files.

Within two (2) weeks after the public meeting, the CONSULTANT will prepare a complete meeting summary that will contain at a minimum:

- Advertisements and legal notices
- Fact Sheets
- Meeting Notes
- Sign-in sheets
- Comment sheets
- Draft responses to comments and inquiries (if appropriate)

The CONSULTANT will also be responsible for attending the Public Meetings of the other three CFX Feasibility Studies related to the OCX Master Plan. The CONSULTANT will provide exhibits and staff to address any questions related to their specific project.

7.4 Board Meetings

The CONSULTANT shall be responsible for conducting two (2) presentations each to the Osceola County Expressway Authority, Central Florida Expressway Authority and the Osceola County Board of County Commissioners. It is anticipated the presentations will be conducted to coincide with a scheduled Board Meeting with a brief scripted presentation and question and answer session.

The CONSULTANT shall prepare and/or provide:

- Handouts
- Display graphics and PowerPoint presentation
- Meeting equipment set-up and tear-down

7.5 Advisory Groups

The GEC shall establish a Project Advisory Group (PAG) and Environmental Advisory Group (EAG), which will include staff from the FDOT, Lynx, Orange County, Osceola County, Polk County, permitting agencies, environmental organizations, special interest groups and other entities as identified by CFX. The CONSULTANT will be available to meet with the PAG and EAG up to three (3) times each during the Study to present information regarding the project, receive input and respond to questions.

Potential meeting milestones will include:

- a) Project Kick-off
- b) Prior to Public Workshop
- c) Project Completion

The CONSULTANT will coordinate with CFX and the GEC to prepare the initial PAG and EAG members list. The GEC will be responsible for contacting the PAG and EAG members and maintaining coordination with them throughout the Study, however, the CONSULTANT will be responsible for preparing all materials, presentations, etc. distributed to the PAG/EAG members.

7.6 Project Kick-Off Letter

Within 30 calendar days after the Notice to Proceed meeting, the CONSULTANT will prepare and distribute a Project Kick-Off Letter to the following organizations: FDOT, METROPLAN ORLANDO, Polk TPO, local government agencies, the East Central Florida Regional Planning

Council, environmental regulatory agencies and any group or individual that expressed an interest in the project. The purpose of this letter will be to introduce the CONSULTANT to the local officials and to acquaint them with the Study, its purpose and objectives. Typical information shall include: Study team, project scope, project limits, schedule, and potential issues and concerns.

7.7 Unscheduled Project Meetings

The CONSULTANT may be required to participate in unscheduled meetings with the public, elected officials, or public agencies. The CONSULTANT shall be available with no more than a five (5) working day notice, to attend these meetings or make presentations at the request of

CFX. Such meetings and presentations may be held at any hour between 7:00 a.m. and 12:00 midnight on any day of the week. The CONSULTANT may be called upon to provide maps, draft news releases, audio-visual displays, and similar material for such meetings. The CONSULTANT shall be prepared to attend up to 24 such unscheduled meetings.

7.8 Project Information Line/General Public Correspondence

The CONSULTANT shall make available knowledgeable staff that interested parties may call with questions concerning the project. The CONSULTANT will be available to answer questions and respond to comments through this "Information Line" during regular business hours.

7.9 Project Newsletters

The CONSULTANT shall prepare and distribute three (3) project newsletters which will be designed to inform interested parties as to the status of the project. Newsletters shall have the quality of desk-top publishing and be comparable to the previous CFX work efforts. Distribution of the newsletters will coincide with key project milestones as follows:

- Project Kick-off
- Public Meeting / Workshop
- Project Completion

The CONSULTANT will distribute Newsletters to all interested parties, public officials, property owners, special interest groups, etc. as identified above. Distribution of the Newsletter may involve direct mail as well as distribution through various media such as public schools, churches, civic organizations, public libraries, etc.

7.10 Project Webpage

The CONSULTANT shall provide information about the Study to CFX for inclusion in their Webpage. After initial posting of the project information, the CONSULTANT shall provide updated information to CFX three (3) times during the Study.

8.0 Data Collection

Immediately following the Notice to Proceed, the CONSULTANT shall begin data collection. The information collected should include all data necessary to adequately identify and evaluate the alternative mobility programs.

The CONSULTANT shall make maximum use of existing information available from state, regional and local resources, along with information developed during the recent previous OCX studies. The data base information shall be compatible for use on base maps used for public presentations, corridor maps, and alternative plans.

The CONSULTANT shall obtain all documents prepared as part of the Northeast Connector Expressway study performed by Kimley-Horn and Associates on behalf of Osceola County. The CONSULTANT will review all previous study documents and will utilize and incorporate all relevant data / analyses / findings / etc. into this Study. The CONSULTANT shall identify any changed conditions, verify adherence to CFX design criteria and perform an in-depth evaluation of the findings, recommendations and commitments. Within 30 days from Notice To Proceed, the CONSULTANT shall prepare a technical memorandum (Study Evaluation Technical

Memorandum) summarizing the results of their evaluation and providing recommendations to be incorporated into the Study.

8.1 Aerial Photography

The CONSULTANT shall use aerial photography as the basis for plotting various data necessary for planning, engineering and environmental analysis, and presentation of the alternative mobility programs. Copies of aerial photography are the prime source of information used to convey project considerations. Existing available aerial photography will be utilized and the digital aerial photography should be compatible with Microstation.

Generally, controlled aerial mapping at a scale of 1" = 200' to 1" = 2000' will be used as the basis for plotting various data necessary to conduct detailed analyses. The CONSULTANT will recommend mapping scales for approval by CFX.

8.2 Traffic Data

The GEC and/or T&E consultant will provide existing traffic data for the expressway system in the Study area. The CONSULTANT shall collect any additional data for the study corridor and surrounding roadway network as needed, but is not expected to conduct machine or other forms of manual field counts.

8.3 Transportation Plans

The CONSULTANT shall collect and summarize at a minimum:

- METROPLAN ORLANDO Long Range Transportation Plan
- Polk TPO Long Range Transportation Plan
- Orange County Comprehensive Plan
- Osceola County Comprehensive Plan
- Polk County Comprehensive Plan
- LYNX System Plans
- Non-motorized modes, including bikeways and pedestrian walkways
- Other applicable transportation plans

8.4 Land Use and Development Plans

The CONSULTANT shall collect all adopted land use plans within and adjacent to the Study corridor. Additionally, the CONSULTANT will, at a minimum, communicate with staff at Orange County, Osceola County, Polk County (and the appropriate city staffs), East Central Florida Regional Planning Council and corridor stakeholders to collect information on planned developments that may influence the analysis and outcome of this Study.

8.5 Physical / Natural Environmental Information

The CONSULTANT will collect information on the existing physical and natural environment from published resources. Information to be collected will include, but is not limited to the following:

- Roadways
- Socioeconomic Characteristics (schools, churches, community centers, etc.)
- Utilities
- Archaeological and Historical Resources

- Recreational
- Wildlife and habitat
- Farmlands
- Major wetland features,
- Surface water bodies,
- Outstanding Florida Waters, Wild and Scenic Rivers and Aquatic preserves, if any,
- Floodplains
- Contamination
- Conservation areas
- Other unique natural features that may influence the analysis and outcome of this Study

8.6 Interagency and Stakeholder Coordination

The CONSULTANT will be required to initiate and maintain coordination with the local governments, FDOT and corridor stakeholders to ensure the Study Team has a firm understanding of the approved and proposed development plans including transportation facilities, land uses, magnitude and timing.

8.7 Study Area Base Maps

The CONSULTANT will prepare base maps for the Study corridor that will be used throughout the Study for public involvement presentations, corridor maps, and alternative plans. All major environmental features should be identified and plotted as well as all current and projected lands uses and development plans collected throughout the coordination process. The CONSULTANT should clearly identify any Study area constraints or fatal flaws. Likewise, the CONSULTANT should identify any opportunities that could have substantive influence on potential alternative mobility programs.

8.8 Confirm Corridor Limits

Upon completion of the data collection efforts and identification of unique corridor characteristics, the CONSULTANT will reaffirm the corridor limits.

8.9 Data Collection Summary Technical Memorandum (Deliverable)

The CONSULTANT will summarize the data collection effort in the Existing Conditions Technical Memorandum (Tech Memo). The Tech Memo will document all of the data collection efforts and will include identification of unique corridor features that will materially influence the development and evaluation of alternative mobility programs. Any “fatal flaws” should be clearly identified in this document. The contents of the Tech Memo will be incorporated in the final Study document.

9.0 Establish Purpose and Need

The Purpose and Need Statement will provide the basis for evaluating the effectiveness of each mobility alternative in meeting the corridor’s transportation needs and shall be developed to meet the requirements of a potential future PD&E study.

The CONSULTANT will evaluate current and future year population, population densities, major employment centers and densities, traffic and truck forecasts, weekend and recreational traffic

and other characteristics of the Study corridor. The evaluation will include a discussion of demographic shifts and emerging population, employment and housing trends. Development and land use patterns will be evaluated to identify major trip generators and/or communities that are currently, or will be in the future, in need of regional mobility improvements.

Under this task the CONSULTANT will identify the corridor mobility needs and document issues sufficiently to guide the development and refinement of mobility alternatives. The CONSULTANT will prepare a formal Purpose and Need statement for review, comment and approval by CFX and the GEC.

10.0 Mobility Program Alternative

In this portion of the Study, the CONSULTANT will develop and evaluate alternative mobility programs that could satisfy the Study's Purpose and Need. The alternative mobility programs could include one or more of the following transportation elements:

- Limited Access Tolled Expressways
- Buses, fixed guideways, bus rapid transit systems, other mass transit technologies
- Intermodal facilities, including park and ride lots

10.1 No-Build Alternative

The CONSULTANT will develop and evaluate a No-Build scenario. This scenario will be based on the assumption that CFX does not implement a mobility program within the corridor above and beyond what the local governments and private entities have in their plans. The evaluation results should definitively relate to the Purpose and Need statement.

10.2 Develop Alternative Mobility Programs

The CONSULTANT will develop up to three (3) alternative mobility programs, consisting of one or more of the listed mobility elements. The level of detail expected for each mobility element proposed is provided below.

- **Limited Access Tolled Expressway (Expressway)** - The CONSULTANT will develop conceptual alignments in accordance with the design criteria provided in Section 12.0 of the Scope. At a minimum, the CONSULTANT will identify logical termini, prepare typical sections, identify potential bridge and interchange locations (including potential feeder road connections), delineate potential right of way requirements, and estimate potential impacts to critical corridor features. Enough detail will be required to enable the preparation of a reasonable cost estimate and impact evaluation, which the CONSULTANT will also provide.
- **Mass Transit Technology** – The CONSULTANT will identify a single or a range of potential mass transit technologies that could reasonably serve the projected mobility need. For each identified technology the CONSULTANT will provide a conceptual alignment and logical termini; and an overview of the operating parameters (headways, service times, etc.), station locations, capital costs and annual operation and maintenance costs.
- **Intermodal Facilities** – The CONSULTANT will identify potential locations for any proposed intermodal facilities. Approximate size and property requirements must also be estimated. Additionally, a description of the potential transportation modes and

their interaction at the facilities will be required.

The CONSULTANT will plot each mobility program alternative on the base map to clearly reflect the limits and scope of the alternative.

The CONSULTANT will provide a conceptual implementation schedule for each mobility program alternative that is based on the anticipated development schedule and mobility needs of the corridor. Phased implementation of the overall Mobility Program is acceptable, however, the schedule must clearly indicate the phasing and the triggers for each phase.

The CONSULTANT will present the three alternative mobility programs to CFX and the GEC for review, comment, refinement and approval.

10.3 Evaluate and Refine Mobility Programs

The CONSULTANT will evaluate the unique elements, benefits and impacts of each mobility alternative and summarize in a matrix. The primary evaluation efforts are described below:

- The CONSULTANT will coordinate with the T&E consultant to develop conceptual traffic and revenue forecasts for each mobility program alternative to determine how effective each is at satisfying the Purpose and Need and estimate its financial viability.
- The CONSULTANT will prepare conceptual costs for each alternative. The costs will address initial capital costs such as design, right of way acquisition and construction, as well as vehicle / technology procurement for each alternative that includes a multimodal element. Costs for annual operations and maintenance of each alternative will also be estimated.
- The CONSULTANT will estimate impacts to the physical and natural environment. This analysis should address not only potential impacts resulting from the proposed alternatives, but also include a discussion of the steps needed to accomplish the environmental approval and possible mitigation.

Upon completion of the evaluation of the alternative mobility programs, the CONSULTANT will present the evaluation results to CFX, the GEC and the T&E consultant for review, comment and refinement.

10.4 Financial Viability Analysis

Using the potential mobility program project costs, the CONSULTANT will support the project Viability assessment performed by the T&E consultant in accordance with the Interlocal Agreement.

10.5 Concept, Feasibility and Mobility Study Report (Deliverable)

The CONSULTANT will document the alternative mobility program development and evaluation effort in the ***Concept, Feasibility and Mobility Study Report (Report)***. In general, the CONSULTANT will provide documentation for all of the major work efforts of the Study, including but not limited to the following:

- Data Collection / Existing Conditions (As documented in the Technical Memorandum)
- Corridor Confirmation (As documented in the Technical Memorandum)
- Purpose and Need (As previously approved)

- Alternative Mobility Program Development
- Alternatives Mobility Program Evaluation
- Viability Evaluation
- Conclusions and Recommendations

The GEC will provide a DRAFT outline to the CONSULTANT prior to initiating the documentation process to help ensure the Report adequately addresses all pertinent aspects of the Study.

11.0 Deliverables

The CONSULTANT will provide the following documents / deliverables.

- Corridor Base Maps
- Public Involvement Plan
- Study Evaluation Technical Memorandum (Tech Memo) – Draft and Final
- Existing Conditions Technical Memorandum (Tech Memo) – Draft and Final
- Purpose and Need Statement – Draft and Final
- Concept, Feasibility and Mobility Study Report (Report) – Draft and Final
- Public Meeting / Workshop Summary – Draft and Final

Five (5) professionally bound copies and a pdf of each draft / final submittal will be required for all deliverables except the Final ***Concept, Feasibility and Mobility Study Report***, of which 20 professionally bound copies and a pdf will be required.

12.0 Design Criteria

See Table depicting Design Criteria below:

Development of this project will be guided by the basic design criteria listed below.

Design Element	Design Standard	Source
<u>Design Year</u>	2045	- Scope of Services
<u>Design Vehicle</u>	WB-62FL/WB-67	- AASHTO 2004, Pg. 18 - FDOT PPM Vol. I, p 1-19
<u>Design Speed</u> Rural Freeway Urban Freeway Urban Arterial Rural Arterial Other Frontage Road Service Road Access Road Ramp Directional Loop	70 mph 60 mph 45 mph ¹ 55 mph 45 mph 50 mph As appropriate 50 mph 30 mph	- FDOT PPM Vol. I, Tbl. 1.9.1, 1.9.2
<u>Lane Widths</u> Freeway Ramp 1-lane 2-lane Turning Roadway Arterial Collector/Service Road Bicycle Rural/Urban	12-ft 15-ft 24-ft Case dependent 12-ft 12-ft 5-ft/4-ft (designated or undesignated)	- FDOT PPM Vol. I, Tbl. 2.1.1, 2.1.2, 2.1.3 & 2.14.1

Design Element	Design Standard	Source																																																																				
<u>Cross Slope (lanes 1-way)</u> Roadway 2-lane (2) 3-lane (3) 4-lane (4) ₂ Bridge Section Max. Lane "Roll-over" DS 35 mph DS 35 mph	-0.02 ft/ft (2) -0.02 ft/ft (2), -0.03 ft/ft (1) +0.02 ft/ft (1), -0.02 ft/ft (2), -0.03 (2) -0.02 (typical, uniform, no slope break) 4.0% 5.0% (between though lane & aux. lane) 6.0% (between though lane & aux. lane)	- FDOT PPM Vol. I, Fig. 2.1.1 - PPM Vol. I, Sect. 2.1.5 - FDOT PPM Vol. I, Fig. 2.1.1 - PPM Vol. I, Table 2.1.4																																																																				
<u>Median Width</u> Freeway DS 60 mph DS 60 mph All Arterial & Collector DS 45 mph DS 45 mph Offset Left Turn Lanes Median width 30-ft Median width 30-ft	60 to (64-ft*) 40-ft 26-ft (with barrier) 22-ft 40-ft Parallel offset lane Taper offset lane	- FDOT PPM Vol. I, Tbl. 2.2.1 - FDOT PPM Vol. I, Sect. 2.13.3 & Fig. 2.13.2 - AASHTO Exh. 9-98																																																																				
<u>Shoulder Width (lanes 1-way) Freeway</u> 3-lane or more 2-lane Ramp 1-lane 2-lane Aux. Lane Arterial & Collector (Norm. volume) 2-lane divided 1-lane undivided Service Road, 2-Lane, 2-Way, Undivided <u>Shoulder Cross Slope Max.</u> <u>Shoulder "Roll-over"</u> <u>Bridge section (lanes 1-way)</u> 2-lane 3-lane or more 1-lane ramp 2-lane ramp Service Road, 2-Lane, 2-Way, Undivided	<table><tr><th colspan="2">Total (ft)</th><th colspan="2">Paved (ft)</th></tr><tr><th>Outside</th><th>Left</th><th>Outside</th><th>Left</th></tr><tr><td>12</td><td>12</td><td>10</td><td>10</td></tr><tr><td>12</td><td>8</td><td>10</td><td>4</td></tr><tr><td>6</td><td>6</td><td>4</td><td>2</td></tr><tr><td>10</td><td>8</td><td>8</td><td>4</td></tr><tr><td>12</td><td>N/A</td><td>10</td><td>N/A</td></tr><tr><td>10</td><td>8</td><td>5</td><td>0</td></tr><tr><td>10</td><td>N/A</td><td>5</td><td>N/A</td></tr><tr><td>10</td><td>10</td><td>5</td><td>5</td></tr><tr><td>0.06</td><td>0.05</td><td>-</td><td>-</td></tr><tr><td>7.0%</td><td>7.0%</td><td>-</td><td>-</td></tr><tr><td>10</td><td>6</td><td>-</td><td>-</td></tr><tr><td>10</td><td>10</td><td>-</td><td>-</td></tr><tr><td>6</td><td>6</td><td>-</td><td>-</td></tr><tr><td>10</td><td>6</td><td>-</td><td>-</td></tr><tr><td>10</td><td>10</td><td>-</td><td>-</td></tr></table>	Total (ft)		Paved (ft)		Outside	Left	Outside	Left	12	12	10	10	12	8	10	4	6	6	4	2	10	8	8	4	12	N/A	10	N/A	10	8	5	0	10	N/A	5	N/A	10	10	5	5	0.06	0.05	-	-	7.0%	7.0%	-	-	10	6	-	-	10	10	-	-	6	6	-	-	10	6	-	-	10	10	-	-	- FDOT PPM Vol. I, Tbl. 2.3.1 to 2.3.4, Fig. 2.3.1 - Design Standards Index No. 510
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Design Element	Design Standard		Source
<u>Roadside Slopes</u> Front slope	<u>Fill Height (ft)</u>	<u>Rate</u>	- FDOT PPM Vol. I, Tbl. 2.4.1 <

Design Element	Design Standard			Source
<u>Superelevation Transition</u>				-FDOT PPM Vol. I, Sect. 2.9
Tangent	80% (50% min.)			
Curve	20% (50% min.)			
Spirals	(Curves < 1°30' 00" do not use spirals) ₄			- (CFX Policy) ₃
<u>Superelevation Rates</u>	e _{max}	SE Trans. Rate		- FDOT PPM Vol. I, Tbl. 2.9.1, 2.9.2, 2.9.3, 2.9.4
Freeway				- Design Standards Ind. No. 510,511
DS = 70 mph Rural DS = 60	0.10	1:200 ₃		- AASHTO Exh. 3-28
mph Urban	0.10	1:225		
Arterial				
DS = 55 mph Rural DS = 45	0.10	1:225		
mph Urban	0.05	1:150		
Collector				
DS = 45 mph Frontage Road DS = 50	0.05	1:150		
mph Service Road	0.10	1:200		
Ramp				
DS = 50 mph Directional DS = 30	0.10	1:200		
mph Loop	0.10	1:150		
<u>Vertical Curves</u>	Dsgn. Speed (mph)	K-value		- FDOT PPM Vol. I, Tbl. 2.8.5, 2.8.6
Length , L = KA		Crest	Sag	- AASHTO Exh. 3-72 (crest), 3-75 (sag)
	70	401	181	
	60	245	136	
	55	185	115	
	50	136	96	- CFX Policy ₃
	45	98	79	Note: FDOT K-values for "ALL OTHER FACILITIES" are desirable
	30	31	37	
<u>Minimum Lengths</u>	Crest	Sag		
Freeway				
DS = 70 mph Rural DS = 60	500-ft	400-ft		
mph Urban	400-ft	300-ft		
Arterial				
DS = 55 mph Rural DS = 45	350-ft	250-ft		
mph Urban	135-ft	135-ft		
Collector				
DS = 45 mph Frontage Road DS = 50	135-ft	135-ft		
mph Service Road	300-ft	200-ft		
Ramp				
DS = 50 mph Directional DS = 30	300-ft	200-ft		
mph Loop	90-ft	90-ft		
<u>Ramps</u>	<u>Entrance</u>	<u>Exit</u>		- Design Standards Ind. No. 525
Ramp Terminals	"Parallel-Type"	"Taper-Type"		- AASHTO Pg. 850-856
Length	900 to 1200-ft	550-ft		
Taper	300-ft (25:1)	(2° to 5°, 3° desirable)		
Minimum Spacing Entrance to Exit ⁶	1,600 to 2,000-ft			- AASHTO Exh. 10-68, Pg. 844
Exit to Entrance to Entrance Exit to Exit	500-ft			
Turning Roadways	1,000-ft			
	1,000-ft			
	600 to 800-ft			

Design Element	Design Standard	Source
<u>Lane Drop Taper</u>	$L = WS$ (DS = 45 mph) $L = WS^2/60$ (DS \leq 40 mph) 50:1 min, 70:1 desirable (freeways)	- Design Standards Ind. No. 525,526 - AASHTO Pg. 818
<u>Clear Zone</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional 1 to 2-lane DS = 30 mph Loop 1 to 2-lane	36-ft 30-ft 4-ft (Curb & Gutter) As appropriate 4-ft (Curb & Gutter) 24-ft 14-ft to 24-ft 10-ft to 18-ft	- FDOT PPM Vol. I, Tbl. 2.11.11
<u>Vertical Clearance</u> Over Roadway Over Railroad Sign over Roadway Over Water	16'-6" 23'-6" 17'-6" 12'-0" min.	- FDOT PPM Vol. I, Tbl. 2.10.1 to 2.10.4, Sect. 2.10.1
<u>Limited Access Limits</u> Rural Urban Crossroad overpass/no interchange	300-ft min. 100-ft min. 200-ft	- FDOT PPM Vol. I, Sect. 2.14.1

Ramp Operations

- Two thousand (2,000) ft. between entrance and exit terminals - full freeways
- Six hundred (600) ft. between exit and entrance terminals
- Entrance Ramp Taper of 900 ft. (1° - convergence)
- Exit Ramp Taper of 550 ft. (3° - divergence)

Right-of-way

- Ten (10) ft. from back of walls or limit of construction.
- Two (2) ft. from back of sidewalk on frontage roads.
- Drainage and construction easements as required.
- Ninety-four (94) ft. from ramp or mainline traveled way desirable for limited access ROW.
- Limited access right-of-way limits per Index 450.

EXHIBIT B

METHOD OF COMPENSATION

EXHIBIT "B"
METHOD OF COMPENSATION

1.00 PURPOSE:

This Exhibit describes and defines the limits of compensation to be made to the CONSULTANT for the services set forth in Exhibit "A" of this Agreement and the method by which payments shall be made.

2.00 AMOUNT OF COMPENSATION:

2.10 CFX agrees to pay the CONSULTANT for the performance of services described in Exhibit "A" an amount not to exceed a Total Maximum Limiting Amount of \$1,438,000.00.

2.11 The Total Maximum Limiting Amount for the project assigned under this Agreement shall include:

- A Limiting Amount for Salary Related Costs consisting of the sum of actual salary and wages and the applicable administrative overhead and payroll burden (fringe benefits) costs;
- A Fixed Fee as the Operating Margin or profit paid for the professional services described in this Agreement;
- A Lump Sum Amount for Expenses;
- A Limiting Amount for Subconsultants (as identified in paragraph 5.0 of the Agreement for Professional Services);
- An Allowance Amount for CFX to utilize as necessary.

2.12 The Total Maximum Limiting Amount for the project assigned under this Agreement shall consist of the following:

INWOOD CONSULTING ENGINEERS, INC.

Total Activity Salary Costs	<u>\$240,601.53</u>
(a) Overhead Additives	
(1) Combined (<u>195.60%</u>)	<u>470,616.59</u>
Subtotal (Salary + Overhead)	<u>711,218.12</u>
(b) Lump Sum for Operating Margin (<u>10.381%</u>)	<u>73,831.55</u>
Subtotal (Salary Related)	<u>785,049.67</u>
(c) Direct Expenses - Lump Sum (Prime)	<u>6,760.76</u>
BASIC FEE	<u>791,810.43</u>
(d) Subcontracts (Limiting Amount)	<u>514,776.66</u>
(e) Allowance	<u>131,412.91</u>
TOTAL MAXIMUM LIMITING AMOUNT	\$1,438,000.00

2.13 It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient funding remains within the Total Maximum Limiting Amount stated above in Section 2.12 to complete the services for the project. Changes in the Total Maximum Limiting Amount for the project shall require execution of a Supplemental Agreement. The CONSULTANT is obligated to complete project services within the Total Maximum Limiting Amount established herein.

3.00 ALLOWABLE COSTS:

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

3.10 Direct Salaries and Wages: All direct salaries and wages of the CONSULTANT and Subconsultants (as identified in paragraph 5.0 of the Agreement for Professional Services) for time expended by personnel in the performance of the work (exclusive of unit price based work performed by Class 2 Subconsultants); however, this shall specifically exclude salaries and payroll burden of Corporate Officers and Principals when expended in the performance of indirect functions.

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

- Straight Overtime: Straight overtime shall be the portion of overtime compensation paid for employees at the straight time hourly rate and shall be burdened with overhead and fringe benefits.
- Premium Overtime: Premium overtime costs shall be the portion of overtime compensation paid in excess of the straight time hourly rate and shall not be burdened with overhead and fringe benefits.
- Payment of Overtime: Straight Overtime or Premium Overtime shall be paid in accordance with the CONSULTANT'S overtime policies and practices, provided that such compensation plan or practice is so consistently followed, in effect, to imply an equitable treatment of overtime to all the CONSULTANT'S clients.

Premium Overtime is not authorized unless approved in writing by CFX's Project Manager.

3.11 Indirect Charges: Administrative overhead and payroll burden costs not to exceed a combined maximum rate of 195.60% when applied to the CONSULTANT'S chargeable salaries and wages. Administrative overhead and payroll burden costs for Subconsultants shall be as established in Exhibit "C".

3.12 Expenses: A Lump Sum Amount shall be paid to the CONSULTANT and all Subconsultants for miscellaneous and out-of-pocket expenses as established in Exhibit "C".

3.13 Class 2 Subconsultants: Compensation shall be based on a unit price basis not to exceed the limiting amount established herein. The unit prices acceptable for this agreement shall be at the unit prices established in Exhibit "C".

3.14 Field Survey by subconsultant: Compensation shall be based on a unit price basis not to exceed the limiting amount established herein. The unit prices acceptable for this agreement shall be at the unit prices established in Exhibit "C".

3.15 Fixed Fee: Fixed Fee is the operating margin paid to the CONSULTANT and the Subconsultants for the professional services described in this Agreement (exclusive of unit price based work performed by Class 2 Subconsultants). The fixed fee shall remain fixed regardless of the relation of the actual salary related costs to the estimated salary related costs and regardless of any extension of contract time granted pursuant to paragraph 4.0 of the Agreement for Professional Services. Salary related costs are defined as the sum of direct salaries and wages and the applicable administrative overhead and payroll burden costs.

4.00 METHOD OF PAYMENT:

Unless increased, no more than the Total Maximum Limiting Amount provided for in Section 2.00 shall be paid by CFX to the CONSULTANT as follows, subject to the provisions of Section 3.00 above:

4.10 The CONSULTANT shall be reimbursed monthly for authorized services performed. Payment to the CONSULTANT shall be in an amount to cover costs incurred during the preceding month for actual direct salary and wages, a provisional allowance for the administrative overhead and payroll burden, a portion of Lump Sum expenses and Subconsultant Costs, plus an allowance for Fixed Fee (Operating Margin), less retainage.

The basis for all CONSULTANT and Class 1 Subconsultant (as defined in Section 5.0 in the Agreement for Professional Services) invoices shall be the actual employee salary and wages at the time work was performed on the project by such employee. Staff classification maximum rates have been established in Exhibit "C" for the CONSULTANT and all Class 1 Subconsultants. It is understood that the staff classification maximum rates shall not be exceeded without prior written approval from CFX. It is further understood that the staff classification average rates used to generate the Total Maximum Limiting Amount in Exhibit "C" will not be revised throughout the term of the Agreement. All future Supplemental Agreements executed as part of this Agreement shall be based on the negotiated staff classification average rates detailed in Exhibit "C". Class 2 Subconsultants shall prepare their invoices in accordance with the provisions of Section 3.13.

4.11 The combined provisional allowance for administrative overhead and payroll burden, expressed as a percentage of salary related costs, for the CONSULTANT is 195.60 percent.

The provisional allowance for administrative overhead and fringe benefits established herein will be adjusted, as necessary, upon completion of an interim audit during the term of the project, or a post audit following project completion, subject to the following limitations:

- The combined allowance for administrative overhead and fringe benefits shall not exceed 195.60%; and
- Adjustments to the combined allowance for administrative overhead and fringe benefits shall not increase the compensation to the CONSULTANT beyond the Total Maximum Limiting Amount.

4.12 The Fixed Fee (Operating Margin) approved by CFX to be paid to the CONSULTANT for the services set forth in this Agreement is established as shown in Section 2.12 of this Exhibit "B".

The CONSULTANT shall earn monthly a portion of its approved fixed fee at 10.381 percent of actual approved salary related costs. Accumulated fixed fee earnings are subject to the aforementioned fixed fee amount. When project services have been satisfactorily completed, the difference between the approved and previously earned fixed fee shall be due and payable to the CONSULTANT and Subconsultants (exclusive of unit price based work performed by Class 2 Subconsultants).

4.13 The CONSULTANT shall earn a portion of its established Lump Sum expense cost in the amount equal to such Lump Sum equally distributed over the project's anticipated duration. Any balance due the CONSULTANT upon completion of a project shall be paid in the final invoice.

4.14 The CONSULTANT shall be compensated for Subconsultant Services in accordance with Section 3.00 of this Exhibit "B" for actual work performed.

4.15 Payments to the CONSULTANT shall be subject to retainage. Retainage shall be calculated as a percent of the sum of salary costs, administrative overhead and payroll burden, and operating margin. No retainage shall be withheld on expenses or Subconsultant Services.

CFX shall withhold from monthly payments a retainage of ten percent (10%) until fifty percent (50%) of the work is completed, and five percent (5%) thereafter until all work is completed. Retainage withheld at project completion shall be released to the CONSULTANT upon satisfactory completion of all services and acceptance of all deliverables by CFX.

4.16 The CONSULTANT shall be responsible for the consolidation and submittal of one (1) original monthly invoice, in the form and detail established or approved by CFX. All payments on such invoices are conditional and subject to adjustment as a result of a final audit as to the allowability of costs in accordance with this Agreement. Invoices shall

include an itemization and substantiation of costs incurred. The itemization must include the amount budgeted, current amount billed, total billed to date and amount to complete.

4.17 The CONSULTANT shall promptly pay all subconsultants their proportionate share of payments received from CFX.

4.18 CFX reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by CFX. Any and all such payment previously withheld shall be released and paid to CONSULTANT promptly when the work is subsequently satisfactorily performed notwithstanding paragraph 4.0 of the Agreement for Professional Services.

5.00 PROJECT CLOSEOUT:

5.10 Final Audit: The CONSULTANT shall permit CFX to perform or have performed an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under this Agreement are subsequently properly disallowed by CFX because of accounting errors or charges not in conformity with this Agreement, the CONSULTANT agrees that such disallowed amounts are due to CFX upon demand. Further, CFX shall have the right to deduct from any payment due the CONSULTANT under any other contract between CFX and the CONSULTANT an amount sufficient to satisfy any amount due and owing CFX by the CONSULTANT under this Agreement. Final payment to the CONSULTANT shall be adjusted for audit results.

5.11 Certificate of Completion: Subsequent to the completion of the final audit, a Certificate of Completion will be prepared for execution by both parties stating the total compensation due the CONSULTANT, the amount previously paid, and the difference.

Upon execution of the Certificate of Completion, the CONSULTANT shall either submit a termination invoice for an amount due or refund to CFX for the overpayment, provided the net difference is not zero.

EXHIBIT C

DETAILS OF COST AND FEES

**Concept, Feasibility & Mobility Studies for the
Northeast Connector Expressway**

Effective dates for Additional Personnel forms

Contract # 001249

Consultant (Class I only)	Effective Date
Inwood Consulting Engineers, Inc.	1/20/2017
3E Consultants, Inc.	1/27/2017
AVCON, Inc.	1/12/2017
The Balmoral Group, LLC	1/13/2017
Global-5, Inc.	1/24/2017
Kimley-Horn & Associates, Inc.	1/31/2017
WBQ Design & Engineering, Inc.	1/4/2017

**Concept, Feasibility & Mobility Studies for the
Northeast Connector Expressway**

Contract Multiplier Worksheet

Contract # 001249

Consultant Name	Audited Overhead	Fixed Fee	Multiplier
Inwood Consulting Engineers, Inc.	195.60%	10.3810%	3.26
3E Consultants, Inc.	169.21%	12.0000%	3.02
Archaeological Consultants, Inc.	169.21%	12.0000%	3.02
AVCON, Inc.	171.13%	11.8654%	3.03
The Balmoral Group, LLC	135.52%	12.0000%	2.64
Geotechnical and Environmental Consultants, Inc.	230.64%	8.8039%	3.60
Global-5 Communications, Inc.	147.07%	12.0000%	2.77
Kimley-Horn & Associates, Inc.	194.83%	10.4220%	3.26
WBQ Design & Engineering, Inc.	195.62%	10.3799%	3.26

**Inwood Consulting Engineers, Inc.
Northeast Connector Expressway
Contract # 001249**

Class I	Max Salary (based on category high)
Project Manager	\$75.50
Assistant Project Manager	\$41.50
QA/QC Officer	\$59.00
Chief Engineer	\$75.50
Principal Engineer	\$62.65
Senior Engineer	\$75.50
Senior Project Engineer	\$53.00
Project Engineer	\$46.00
Engineer	\$39.00
Engineering Intern	\$25.25
Chief Scientist	\$51.50
Senior Scientist	\$38.25
Senior Environmental Specialist	\$35.50
Environmental Specialist	\$28.00
Planner	\$24.50
Public Information Officer	\$24.75
Chief Designer	\$44.50
Senior Designer	\$31.00
Designer	\$26.00
Contract Coordinator	\$30.50

3E Consultants, Inc.
Northeast Connector Expressway
Contract # 001249

Class I	Max Salary (based on category high)
Project Manager	\$79.33
Project Engineer	\$46.15
Engineering Intern	\$25.57
Senior Scientist/Geologist	\$62.50
Scientist	\$27.00
CADD/Computer Technician	\$22.00
Secretary/Clerical	\$16.00

**Archaeological Consultants, Inc.
Northeast Connector Expressway
Contract # 001249**

Class II	Unit Prices
Project Manager	\$193.52
Principal Investigator	\$193.52
Architectural Historian	\$72.60
Project Archaeologist	\$92.53
Design Technician	\$108.90
Technician	\$49.47
Secretary/Clerical	\$75.50

AVCON, Inc.
Northeast Connector Expressway
Contract # 001249

Class I	Max Salary (based on category high)
Project Manager	\$71.20
Chief Engineer	\$62.50
Senior Engineer	\$75.00
Engineer	\$40.87
Engineer Intern	\$13.50
CADD Designer	\$33.65
Clerical/Administrative	\$28.61

**The Balmoral Group, LLC
Northeast Connector Expressway
Contract # 001249**

Class I	Max Salary (based on category high)
Project Manager	\$57.69
Chief Engineer	\$68.75
Senior Project Engineer	\$54.74
Project Engineer	\$45.00
Engineer	\$38.00
Engineering Intern	\$28.84
Engineering Technician	\$14.00
Senior Designer	\$34.05
Research Economist/GIS Specialist	\$28.98

Geotechnical & Environmental Consultants, Inc.
Northeast Connector Expressway
Contract # 001249

Class II	Unit Prices
Chief Engineer	\$273.46
Senior Engineer	\$243.18
Project Engineer	\$192.13
Engineering Intern	\$106.99
Geotechnical Technician	\$85.90
CADD/GIS Technician	\$126.54
Senior Scientist	\$148.86
Scientist	\$93.46
Senior Engineering Technician	\$117.61
Engineering Technician	\$76.86
Secretary/Clerical	\$96.98



2017 Geotechnical Fee Schedule Central Florida

Field Services

<u>Item</u>	<u>Unit</u>	<u>Cost</u>	<u>Item</u>	<u>Unit</u>	<u>Cost</u>
Local Mobilization					
Truck Rig	each	\$500.00	Soil Survey/Coring Crew (2 person)	hour	\$150.00
Mud Bug	each	600.00	Soil Survey/Coring Crew (3 person)	hour	210.00
Track Rig	each	4,000.00	Ground Penetrating Radar Crew (2 person)	hour	250.00
Barge/Amphibious	each	10,000.00	Drill Rig and Crew – Truck/Mud Bug (2 person)	hour	220.00
Soil Survey/Coring/GPR Crew	each	250.00	Drill Rig and Crew – Truck/Mud Bug (3 person)	hour	300.00
Support Boat	each	250.00	Drill Rig and Crew – Track/Barge (3 person)	hour	450.00
Support Truck	day	100.00	Field Permeability (0 – 10 ft.) – Truck	each	350.00
Support Water Truck	day	200.00	Field Permeability (10 – 25 ft.) – Truck	each	400.00
Support Boat	day	200.00	Double Ring Infiltrometer	each	600.00
Support Airboat	day	400.00	Field Vane Shear Strength	each	425.00
Coring Machine	day	150.00	Pavement Cores (no MOT w/base check)	each	150.00
GPS Unit*	day	100.00	Pavement Cores (no MOT w/o base check)	each	100.00
Maintenance of Traffic (MOT)			Pavement Cores – Concrete (no MOT)	each	150.00
Portable Safety Signs	day	50.00	Roadway Pavement Cores (day with MOT)	each	350.00
Channelization Cones	day	100.00	Roadway Pavement Cores (night with MOT)	each	400.00
Crash Truck	day	2,500.00	Surcharge for Night/Weekend Work		35%
Flashing Arrow Board	day	150.00	Surcharge for Mud Bug Rig		25%
Law Officer and Vehicle	day	600.00	Surcharge for Track/Barge Rig		50%
Light Tower	day	100.00	Surcharge for OSHA-Certified Drill Crew		10%

*Equipment Only

Truck Rig Unit Rates*

<u>Item</u>	<u>Unit</u>	<u>Cost</u>					
		<u>0 - 50</u>	<u>50 - 100</u>	<u>100 - 150</u>	<u>150 - 200</u>	<u>200 - 250</u>	<u>250 - 300</u>
SPT Borings	foot	\$15.00	\$19.00	\$25.00	\$32.00	\$42.00	\$54.00
Rotary Wash Borings	foot	11.50	15.00	18.00	24.00	29.00	35.00
CPT Soundings	foot	14.00	14.00	15.00	15.00	17.00	19.00
Auger Borings	foot	11.50	---	---	---	---	---
HW Rock Coring	foot	38.00	42.00	46.00	52.00	58.00	65.00
Casing – 3 inch	foot	10.00	11.00	13.00	15.00	17.00	20.00
Casing – 4 inch	foot	11.00	13.00	15.00	17.00	23.00	30.00
Casing – 6 inch	foot	15.00	19.00	21.00	25.00	29.00	35.00
Additional Split Spoon Samples	each	40.00	55.00	80.00	100.00	120.00	150.00
Undisturbed Samples	each	160.00	200.00	260.00	320.00	380.00	450.00
Borehole Grouting	foot	5.00	6.00	8.00	10.00	12.00	14.00
Temporary Piezometer	foot	25.00	---	---	---	---	---

*Multiply Truck Unit Rates by 1.25 for Mud Bug and 1.5 for Track/Barge Unit Rates

Laboratory Services

<u>Item</u>	<u>Unit</u>	<u>Cost</u>	<u>Item</u>	<u>Unit</u>	<u>Cost</u>
Unit Weight	each	\$50.00	Unconfined Compression – Soil	each	\$225.00
Natural Moisture Content	each	15.00	Unconfined Compression – Rock	each	150.00
Grain Size Analysis	each	60.00	Splitting Tensile – Rock	each	175.00
Percent Fines	each	40.00	Permeability	each	300.00
Hydrometer Analysis	each	120.00	Permeability with Backpressure Saturation	each	400.00
Organic Content	each	50.00	Corrosion Series	each	160.00
Atterberg Limits (Plastic & Liquid Limits)	each	95.00	Bitumen Extraction	each	100.00
Specific Gravity	each	75.00	Aggregate Gradation	each	60.00
Limerock Bearing Ratio	each	350.00	Direct Shear Strength	each	280.00
Consolidation with Rebound	each	600.00	Shrinkage Factor	each	70.00
UU Triaxial Shear Strength (Q)	each	500.00	Swell Potential	each	100.00
CU Triaxial Shear Strength (R)	each	550.00	Pocket Penetrometer	each	10.00
CD Triaxial Shear Strength (S)	each	650.00	Torvane Shear Strength	each	10.00



2017 Environmental Fee Schedule Central Florida

Drilling Equipment/Rates

<u>Item</u>	<u>Unit</u>	<u>Cost</u>	<u>Item</u>	<u>Unit</u>	<u>Cost</u>
Direct Push Rig Local Mobilization	each	\$500.00	Well Completion (flush mount)	each	\$250.00
Conventional Drill Rig Local Mobilization (truck)	each	500.00	Well Completion (aboveground)	each	350.00
Conventional Drill Rig Local Mobilization (mud bug)	each	600.00	Well Development	hour	80.00
Conventional Drill Rig Local Mobilization (track)	each	4,000.00	Drill Rig and Crew (2 person)	hour	220.00
Direct Push Rig	day	1,500.00	Equipment Decontamination	hour	80.00
Temporary Piezometer - conventional rig	foot	25.00	Drum Management	hour	80.00
Two-inch Monitoring Well (0-50 ft)	foot	35.00	Steam Cleaner	day	150.00
Two-inch Monitoring Well (50-100 ft)	foot	45.00	Concrete Saw	day	75.00
Direct Push Well Materials	foot	25.00	Concrete Coring Machine	day	150.00
Expendable Sampling Equipment	day	50.00	Ground Penetrating Radar Survey Crew	hour	250.00
Expendable Point	day	15.00			

Air Sampling/Monitoring/Health and Safety

<u>Item</u>	<u>Unit</u>	<u>Cost</u>	<u>Item</u>	<u>Unit</u>	<u>Cost</u>
Organic Vapor Analyzer (OVA)	day	\$160.00	Drager Hand Pump	day	\$20.00
Multigas Monitor (LEL/CO ₂ /CO/H ₂ S)	day	80.00	Drager Tubes	each	60.00
Explosimeter	day	80.00	Tedlar Air Collection Bags	each	10.00
Landfill Gas Monitor (methane/O ₂ /CO ₂)	day	125.00	Mercury Vapor Analyzer	day	175.00
Portable Gas Chromatograph	day	500.00	Air Velocity Meter	day	75.00
Personal Dust Aerosol Monitor	day	85.00			

Soil/Sediment/Surface Water/Groundwater Sampling Equipment

<u>Item</u>	<u>Unit</u>	<u>Cost</u>	<u>Item</u>	<u>Unit</u>	<u>Cost</u>
Hand Auger	day	\$10.00	Datalogger w/2 Transducers	day	\$175.00
Core Sampler	day	10.00	Extra Transducers	each	50.00
Dredge, Sediment Sampler	day	30.00	Multi-Parameter Water Quality	day	125.00
Decontamination Station (hand sampling)	day	20.00	Turbidity Meter	day	50.00
Support Truck	day	100.00	Dissolved Oxygen Meter	day	50.00
Support Boat	day	200.00	Photoionization Detector	day	125.00
Peristaltic Pump	day	50.00	Organic Vapor Analyzer	day	160.00
Submersible Pump w/Variable Speed Controller	day	200.00	pH meter w/Calibration Kit	day	50.00
Bladder Pump w/Controller	day	100.00	Poly Sample Tubing	foot	1.50
Centrifugal (trash) Pump	day	75.00	Silicon Pump Tubing (Peristaltic)	foot	3.50
100 ft Water Level Meter	day	40.00	Flow-through Filtration	each	25.00
100 ft Oil/Water Interface Probe	day	100.00	Miscellaneous Supplies	day	50.00

Miscellaneous Field Equipment

<u>Item</u>	<u>Unit</u>	<u>Cost</u>	<u>Item</u>	<u>Unit</u>	<u>Cost</u>
Survey Equipment (Level and Rod)	day	\$50.00	Rubber Boot Covers	each	\$10.00
GPS Unit (Equipment Only)	day	100.00	Tyvek Suit	each	15.00
Nitrile Gloves	box	25.00	Portable Compressor	day	150.00
			Pressure Washer	day	100.00

Laboratory Services

<u>Item</u>	<u>Unit</u>	<u>Cost</u>	<u>Item</u>	<u>Unit</u>	<u>Cost</u>
RCRA 8 Metals (Water)	each	\$125.00	RCRA 8 Metals (Soil)	each	\$125.00
Herbicide/Pesticide Group (Water)	each	450.00	Herbicide/Pesticide Group (Soil)	each	450.00
Gasoline/Kerosene Group (Water)	each	400.00	Gasoline/Kerosene Group (Soil)	each	350.00
Used Oil Group (Water)	each	815.00	Used Oil Group (Soil)	each	755.00

**Global-5 Communications, Inc.
Northeast Connector Expressway
Contract # 001249**

Class I	Max Salary (based on category high)
Principal in Charge	\$40.86
Program Director	\$36.06
Program Manager	\$25.48
Public Information Officer	\$25.48
Communication Information	\$19.23
Senior Creative Director	\$31.38
Public Information Specialist	\$18.99
Graphic Support	\$15.94

Kimley-Horn & Associates, Inc.
Northeast Connector Expressway
Contract # 001249

Class I	Max Salary (based on category high)
Project Manager	\$76.94
Chief Engineer	\$95.20
Principal Engineer	\$73.08
Senior Engineer	\$65.88
Project Engineer	\$47.12
Engineering Intern	\$36.54
Project Planner	\$46.88
Planner	\$31.98
Chief Scientist	\$69.72
Senior Scientist	\$52.18
Environmental Specialist	\$30.06
Chief Designer	\$44.24
Specialist	\$47.36
Secretary/Clerical	\$31.26

**WBQ Design & Engineering, Inc.
Northeast Connector Expressway
Contract # 001249**

Class I	Max Salary (based on category high)
Project Manager	\$74.42
Chief Engineer	\$63.49
Sr. Utility Coordinator	\$53.06
Project Engineer	\$48.64
Engineer	\$28.54
Contract Coordinator	\$22.12
Senior Surveyor & Mapper	\$55.49
Surveyor & Mapper	\$37.02
Survey Technician	\$26.64

**WBQ Design & Engineering, Inc.
Northeast Connector Expressway
Contract # 001249**

Class II	Unit Prices
2-person Survey Crew	\$1,220.40
3-person Survey Crew	\$1,533.68
4-person Survey Crew	\$1,846.88

PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Concept, Feasibility & Mobility Study for the Northeast Connector Expressway
County: Osceola/Orange
Contract: 001249

Consult Name: Inwood consulting Engineers, Inc.
Consult No: CFX-001-01
Date: 2/22/2017
Estimator: Alex Hall, PE

Staff Classification	Total Staff Hours From "SH Summary" Page	Project Manager	Assistant Project Manager	QA/QC Officer	Chief Engineer	Principal Engineer	Senior Engineer	Senior Project Engineer	Project Engineer	Engineer	Engineering Intern	Chief Scientist	Senior Scientist	Senior Environ. Specialist	Environ. Specialist	Planner	Public Information Officer	Chief Designer	Senior Designer	Designer	Contract Coordinator	SH By Activity	Salary Cost by Activity	Average Rate Per Task
Public Involvement	293	196	236	0	39	0	39	0	0	0	0	79	0	0	0	0	39	118	0	39	0	785	\$41,535.49	\$52.91
Engineering Analysis & Report	3,270	323	164	164	164	164	327	491	164	491	327	0	0	0	0	0	0	0	164	327	0	3,270	\$161,658.79	\$49.44
Environmental Analysis & Reports	369	20	0	0	0	0	0	0	0	0	0	129	55	55	55	37	0	10	0	10	0	369	\$15,124.25	\$40.99
Miscellaneous	353	157	137	0	0	0	39	0	0	0	0	0	0	0	0	0	0	0	0	0	59	353	\$22,283.00	\$62.84
Total Staff Hours	4,816	696	537	164	203	164	405	491	164	491	327	208	55	55	55	37	39	118	764	284	59	4,816		
Total Staff Cost		\$52,548.00	\$22,265.50	\$8,676.00	\$15,126.50	\$10,145.00	\$30,177.50	\$26,023.00	\$11,339.00	\$18,422.32	\$8,704.45	\$10,712.00	\$2,316.75	\$1,052.50	\$1,540.00	\$666.50	\$966.75	\$5,006.74	\$5,986.00	\$1,916.00	\$1,796.50		\$249,691.55	\$51.96

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

SALARY-RELATED COSTS:		\$240,601.53
OVERHEAD:	195.60%	\$470,616.59
SUBTOTAL		\$711,218.12
PROFIT MARGIN (LS):	10.3810%	\$73,831.55
SALARY-RELATED SUBTOTAL:		\$785,049.67
EXPENSES (LS):		\$6,760.76
SUBTOTAL - PRIME		\$791,810.43
Subconsultant: KHA		\$191,238.75
Subconsultant: WBQ		\$82,616.78
Subconsultant: GEC		\$23,328.28
Subconsultant: AVCON		\$44,183.32
Subconsultant: 3E Consultants		\$35,464.07
Subconsultant: ACI		\$10,243.36
Subconsultant: Global-5		\$51,558.60
Subconsultant: Halmonad		\$74,141.50
SUBTOTAL - SUBCONSULTANTS:		\$514,776.66
Optional Services		\$0.00
GRAND TOTAL ESTIMATED FEE:		\$1,306,587.09

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

Name of Consultant: Inwood consulting Engineers, Inc.

**Concept, Feasibility & Mobility Study for the Northeast Connector
Expressway**

001249

Project Staff Hours											
Activity No.	Activity	Inwood	KHA	WBQ	GEC	AVCON	3E Consultants	ACI	Global-5	Balmoral	Total Hours
1	Public Involvement	785	60	0	0	0	0	0	571	4	1420
2	Engineering Analysis & Report	3270	1013	509	192	391	0	0	0	587	5962
3	Environmental Analysis & Reports	369	10	0	0	0	241	93	0	0	713
4	Miscellaneous	392	48	0	0	4	0	0	12	4	460
Project Total		4,816	1,131	509	192	395	241	93	583	695	8,555

- Notes: 1. Staff hours for consultant come directly from each discipline's worksheet.
 2. Staff hours for subconsultants are to be entered manually into columns D through O.
 3. For workbooks prepared by subconsultants, their project hours will be totaled in column C.

1.0 PUBLIC INVOLVEMENT

Estimator:

Concept, Feasibility & Mobility Study for the Northeast Connector Expressway

001249

[illegible]

1.0 PUBLIC INVOLVEMENT

Task No.	Task	Units	# of Units	Hours / Unit	Total Team Hours	Inwood	KHA	WBQ	GEC	AVCON	3E Consultants	ACI	Global-5	Balmoral	Total	Comments
	Advisory Group Meetings															Total for Advisory Group Meetings = 162 hours
	Set Up															
	Project Handouts *	LS	1	0	18	18									18	
	Exhibits *	LS	1	0	34	34									34	
	Site Selection *	LS	1	0	4	4									4	
	Notification Letters *	LS	1	0	4	4									4	
	Press Release/Meeting Announcements *	LS	1	0	2	2									2	
	Staff Briefing *	LS	1	0	4	4									4	
	Participation and notes															
	Participation	LS	1	0	90	90									90	
	Notes	LS	1	0	6	6									6	
	Corridor or Informational Meeting															Total for Corridor Meeting = 405 hours
	Set Up/Scoping Package															
	Project Handouts *	LS	1	0	58	10							48		58	
	Exhibits *	LS	1	0	171	147							24	0	171	Inwood: Consists of preparing and mounting roll plot display graphics and boards public display. CADD production of concepts is under 2. Eng Analysis & Reports. Assume corridor length from Turnpike to County Line is 19 miles. 8 boards plus 2 typical sections, 1 matrix board, and two sets. 171 hours
	Site Selection *	LS	1	0	4	4									4	
	Notification Letters *	LS	1	0	40	4							36		40	
	Press Release/Meeting Announcements *	LS	1	0	8	2							6		8	
	Staff Briefing *	LS	1	0	12	6							6		12	Inwood: Review project video and graphics. Discuss PI issues. 4 ppl x 3 hrs + 12 hrs
	Participation and Notes															
	Participation	LS	1	0	88	42	6						36	4	88	Inwood: 5 ppl x 6 hrs = 30 hrs; Attend 3 additional corridor workshops 2x6 hours = 12. Inwood Total = 42, KHA: 6 hours Global-5: 6 ppl x 6 hrs = 36 hrs; Balmoral: 1 person - 4 hours
	Notes	LS	1	0	24	4							20		24	
	Alternatives Public Meeting															
	Set Up/Scoping Package															
	Project Handouts *	LS	1	0	0										0	
	Exhibits *	LS	1	0	0										0	
	Site Selection *	LS	1	0	0										0	
	Notification Letters *	LS	1	0	0										0	
	Press Release/Meeting Announcements *	LS	1	0	0										0	
	Staff Briefing *	LS	1	0	0										0	
	Participation and Notes															
	Participation	LS	1	0	0										0	
	Notes	LS	1	0	0										0	
	1.5 Scheduled Public Meetings Total					595	381	6	0	0	0	0	204	4	595	
1.6	Other (Unscheduled) Public and Agency Meetings	LS	1	0	264	210	54								264	Unscheduled Project Meetings - 24 mtgs x 2 people x 4 hrs per meeting = 192 + 3 hrs prep x 24 meetings = 72 hours 192 + 72 = 264 hours

1.0 PUBLIC INVOLVEMENT

Task No.	Task	Units	# of Units	Hours / Unit	Total Team Hours	Inwood	KHA	WBQ	GEC	AVCON	3E Consultants	ACI	Global-5	Balmoral	Total	Comments
1.7	Public Hearing															
	Invitation / Notification / Set up / Follow-up															
	Project Handouts *	LS	1	0	0										0	
	Exhibits *	LS	1	0	0										0	
	Site Selection *	LS	1	0	0										0	
	Notification Letters *	LS	1	0	0										0	
	Press Release/Meeting Advertisement *	LS	1	0	0										0	
	Arrange for Court Reporter *	LS	1	0	0										0	
	Staff Briefing *	LS	1	0	0										0	
	Written Responses to Comments *	LS	1	0	0										0	
	Transcript, errata sheet and certification *	LS	1	0	0										0	
	Participation and Notes															
	Participation	LS	1	0	0										0	
	Notes	LS	1	0	0										0	
	1.7 Public Hearing Total				0	0	0	0	0	0	0	0	0	0	0	
1.8	Location and Design Concept Acceptance Notice/Notification of Approved Environmental Document from FHWA *	LS	1	0	0										0	
1.9	Special Public Involvement Requirements															
	General Public Correspondence *	LS	1	0	126	48							78		126	Inwood: 4 hrs per month x 12 months = 48 hrs; Global-5: 4 hrs per month x 12 months = 48 hrs + 30 hrs for comments and coordination package. 126 hours
	News Letters, Preparation / Distribution *	LS	1	0	104	16							88		104	Inwood: 8 hours for 1st newsletter, 4 hours for 2nd and 3rd each; Global-5: 3 newsletters: 40 hours first letter+24 hours each additional letter=88 hours
	Web Site Development *	LS	1	0	0	0									0	
	Web Site Maintenance *	LS	1	0	48	12							36		48	Inwood: 12 hours; Global-5: 3 hrs per month x 12 months = 36 hrs
	Videos, Renderings, etc. *	LS	1	0	80	80									80	Inwood: Prepare PPT presentation for corridor workshop and script and convert to video = 80 hours. Includes revision based on review meeting
	1.9 Special Public Involvement Requirements Total				358	156	0	0	0	0	0	0	202	0	358	
	Public Involvement Subtotal				1379	765	60	0	0	0	0	0	550	4	1379	
	Hours Subject to QC				811	401	0	0	0	0	0	0	410	0	811	
1.10	Quality Assurance / Quality Control	LS	%	5%	41	20	0	0	0	0	0	0	21	0	41	
	PUBLIC INVOLVEMENT TOTAL HOURS				1420	785	60	0	0	0	0	0	571	4	1420	

1

2.0 ENGINEERING ANALYSIS AND REPORTS

Task No.	Task	Units	# of Units	Hours / Unit	Total Team Hours	Inwood	KHA	WBQ	GEC	AVCON	3E Consultants	ACI	Global-5	Balmoral	Total	Comments
2.13	Typical Section Package *	LS	1	0	0										0	NA
2.14	Design Exception and Variations															
	Identify Design Exceptions and Variations	LS	1	0	0										0	NA
	Prepare Design Exception and Variation Package(s) *	EA	0	0	0										0	NA
	2.14 Design Exception and Variation Total				0	0	0	0	0	0	0	0	0	0	0	
2.15	Multimodal Accommodations *	EA	0	0	100	40	60								100	Following the methodology emailed to Kevin Knudsen on 1/26/17
2.16	Park and Ride Lots	EA	0	0	56	16	40								56	
2.17	Maintenance of Traffic*	LS	1	0	0	0									0	
2.18	Comparative Analysis and Evaluation Matrix *	LS	1	0	60	60									60	
2.19	Selection of Preferred Alternative(s) *	LS	1	0	8	8									8	
2.20	Value Engineering Study	EA	0	0	0										0	NA
2.21	Risk Management	LS	1	0	0										0	NA
2.22	Construction Cost Estimates *	LS	1	0	120	120									120	
2.23	Right of Way Cost Estimates															
	Notes and Maps for Estimate *	LS	1	0	235	12		223							235	Inwood: Coordination with WBQ = 12 hours WBQ: 0.25 hours per parcel x 334 parcels for 5 alignments = 83.5 + 139.5 for preferred = 223
	Preparation Cost Estimate *	LS	1	0	0										0	
	2.23 Right of Way Cost Estimates Total				235	12	0	223	0	0	0	0	0	0	235	
2.24	Corridor Feasibility Report															
	Draft *	LS	1	0	280	280									280	
	Final *	LS	1	0	140	140									140	
	2.24 Preliminary Engineering Report (PER) Total				420	420	0	0	0	0	0	0	0	0	420	
2.25	Other Engineering Services															
	IMRAIR Reports *	LS	1	0	0										0	
	Intelligent Transportation Systems *	LS	1	0	0										0	
	Roundabout Evaluation *	EA	1	0	0										0	
	Existing Signage Inventory *	LS	1	0	0										0	
	2.25 Other Engineering Services Total				0	0	0	0	0	0	0	0	0	0	0	
Engineering Analysis and Report Subtotal					5791	3204	974	490	192	372	0	0	0	559	5791	
Hours Subject to QC					3412	1322	780	378	0	372	0	0	0	568	3412	Inwood: Removed Task 2.8 from calculation since the QC hours for this task are included in Tab 2.A WBQ: Removed Task 2.9 from calculation since the 75 hours for that task are for QC
2.26	Quality Assurance / Quality Control	LS	%	5%	171	66	39	19	0	19	0	0	0	28	171	
ENGINEERING ANALYSIS AND REPORT TOTAL HOURS					5962	3270	1013	509	192	391	0	0	0	587	5962	

2.A ENGINEERING ANALYSIS AND REPORTS

Estimator:

Concept, Feasibility & Mobility Study for the Northeast Connector Expressway

001249

[illegible]

3.0 ENVIRONMENTAL ANALYSIS AND REPORTS

Estimator:

Concept, Feasibility & Mobility Study for the Northeast Connector Expressway
001249

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Inwood	KHA	WBQ	GEC	AVCON	3E Consultants	ACI	Global-5	Balmoral	Total	Comments	
NOTE: * subject to QC																	
SOCIOCULTURAL EFFECTS																	
3.1	Social Resources																
	Land Use Changes *	LS	1	0	24	24									24		
	Social *	LS	1	0	24	24									24		
	Economic *	LS	1	0	18	18									18		
	Mobility *	LS	1	0	12	12									12		
	Aesthetics *	LS	1	0	4	4									4		
3.1 Social Resources Total					82	82	0	0	0	0	0	0	0	0	82		
3.2	Sociocultural Effects Evaluation Report*	LS	1	0	32	32									32		
3.3	Relocation Potential																
	Review and Impact Determination *	LS	1	0	0										0	NA	
	Conceptual Stage Relocation Plan *	LS	1	0	0										0	NA	
	3.3 Relocation Potential Total					0	0	0	0	0	0	0	0	0	0		
CULTURAL RESOURCES																	
3.4	Archaeological and Historical Resources																
	Research Design Methodology As Required	LS	1	0	93							93			93	ACI: Prepare a Desktop Analysis utilizing data from the Florida Master Site File (FMSF), the National Register of Historic Places (NRHP), County History Records, and previous cultural resource assessment survey reports for the area. The purpose will be to determine the location of previously recorded archaeological sites and historical resources. In addition, the Consultant will review these data to develop areas of archaeological potential so as to identify areas which may contain unrecorded archaeological sites. The Consultant will also conduct a visual reconnaissance of the project area to verify the data obtained by research and to determine if there are resources 50 years of age along the corridors in order to compile a complete inventory of resources. The Consultant will summarize the data in a draft and final Technical Memorandum complying with county and state standards and include appropriate photographs, tables, figures and maps. 93 hours	
	Cultural Resource Assessment Survey (CRAS) *	LS	1	0	8	8									8	Inwood: Coordination with ACI = 8 hours	
	CRAS Addendum or Technical Memorandum for Pond Sites	LS	1	0	0										0		
	Determination of Eligibility (DOE) As Required	LS	1	0	0										0		
	Case Study Report *	LS	1	0	0										0		
	Memorandum of Agreement (MOA) *	LS	1	0	0										0		
	Historic Resources, Section 4(f) Evaluation	LS	1	0	0										0		
	Section 106 Consultation Meetings	LS	1	0	0										0		
	Native American Coordination Meeting	LS	1	0	0										0		
	Section 106 Public Involvement	LS	1	0	0										0		
	Cultural Resource Committee Meetings	LS	1	0	0										0		
	3.4 Archaeological and Historical Resources Total					101	8	0	0	0	0	0	93	0	0	101	

3.0 ENVIRONMENTAL ANALYSIS AND REPORTS

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Inwood	KHA	WBQ	GEC	AVCON	3E Consultants	ACI	Global-5	Balmoral	Total	Comments	
3.5	Recreational, Section 4(f)																
	Section 4 (f) Determination of Applicability *	EA	0	0	0										0	NA	
	Section 4(f) "de minimus" Documentation *	EA	0	0	0										0	NA	
	Section 4 (f) Evaluation *	EA	0	0	0										0	NA	
	3.5 Recreational, Section 4(f) Total					0	0	0	0	0	0	0	0	0	0		
NATURAL RESOURCES																	
3.6	Wetlands and Essential Fish Habitat																
	Data Collection - Wetlands	LS	1	0	50	48	2								50	Inwood: 2 ppl x 8 hrs per day x 3 days = 48 hrs; KHA: 2 hours	
	Data Collection - Essential Fish Habitat Assessment	LS	1	0	8	8									8		
	Conceptual Mitigation Plan *	LS	1	0	8	8									8		
	Analysis & Report - Essential Fish Habitat *	LS	1	0	0										0	NA	
	Evaluation & Report - Wetlands *	LS	1	0	64	60	4								64		
	3.6 Wetlands and Essential Fish Habitat Total					130	124	6	0	0	0	0	0	0	130		
3.7	Water Quality *	LS	1	0	0										0	NA	
3.8	Special Designations *	LS	1	0	2	2									2		
3.9	Wildlife and Habitat																
	Data collection	LS	1	0	48	48									48	Inwood: 2 ppl x 8 hrs per day x 3 days = 48 hrs	
	Analysis and report *	LS	1	0	44	40	4								44		
	Conservation Measures and Mitigation Plan *	LS	1	0	10	10									10		
	3.9 Wildlife and Habitat Total					102	98	4	0	0	0	0	0	0	102		
3.10	Identify Permit Conditions *	LS	1	0	4	4									4		
3.11	Farmlands *	LS	1	0	0										0	NA	
PHYSICAL EFFECTS																	
3.12	Noise																
	Methodology Meeting	LS	1	0	0										0	NA	
	Traffic Data Review	LS	1	0	0										0	NA	
	Elevation Data	LS	1	0	0										0	NA	
	Land Use Field Review/Outdoor Advertising Identification	LS	1	0	0										0	NA	
	Field Measurement and Model Validation	LS	1	0	0										0	NA	
	Outdoor Advertising Identification	LS	1	0	0										0	NA	
	Construction Noise and Vibration	LS	1	0	0										0	NA	
	Analysis and Noise Abatement Evaluation*	LS	1	0	0										0	NA	
	Noise Report *	LS	1	0	0										0	NA	
	3.12 Noise Total					0	0	0	0	0	0	0	0	0	0		
3.13	Air Quality																
	Screening Analysis *	LS	1	0	0										0	NA	
	Air Quality Modeling * (As Required)	LS	1	0	0										0	NA	
	3.13 Air Quality Total					0	0	0	0	0	0	0	0	0	0		
3.14	Construction Impact Analysis *	LS	1	0	0										0		

3.0 ENVIRONMENTAL ANALYSIS AND REPORTS

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Inwood	KHA	WBQ	GEC	AVCON	3E Consultants	ACI	Global-5	Balmoral	Total	Comments
3.15	Contamination															
	Field Data	LS	1	0	20						20				20	MSE: Site visit only for inspection. No samples collected. 20 hours
	Analysis/Report *	LS	1	0	216	6					210				216	Inwood: Coordination with MSE = 6 hours;MSE: Complete a desktop analysis of known contamination sites, historical aerial review for large sites (old landfills and areas of clearing), and historical records review (phone record survey for major roads. Submittal of a draft/final Technical Memorandum and up to 2 meetings. 210 hours
	3.15 Contamination Total					236	6	0	0	0	0	230	0	0	0	236
ENVIRONMENTAL REPORTS																
3.16	Class of Action Determination *	LS	1	0	0										0	NA
3.17	CATEX Type II * (if not part of 3.19 - Class of Action Determination)	LS	1	0	0										0	NA
3.18	SEIR * (if not part of 3.19 - Class of Action Determination)	LS	1	0	0										0	NA
3.19	Environmental Assessment *	LS	1	0	0										0	NA
3.20	FONSI *	LS	1	0	0										0	NA
3.21	Draft EIS *	LS	1	0	0										0	NA
3.22	Final EIS *	LS	1	0	0										0	NA
Environmental Analysis and Report Subtotal					689	356	10	0	0	0	230	93	0	0	689	
Hours Subject to QC					470	252	8	0	0	0	210	0	0	0	470	
3.23	Quality Assurance / Quality Control	LS	%	5%	24	13	0	0	0	0	11	0	0	0	24	
ENVIRONMENTAL ANALYSIS AND REPORT TOTAL HOURS					713	369	10	0	0	0	241	93	0	0	713	

4.0 MISCELLANEOUS SERVICES

Estimator:

Concept, Feasibility & Mobility Study for the Northeast Connector Expressway
001249

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Inwood	KHA	WBQ	GEC	AVCON	3E Consultants	ACI	Global-5	Balmoral	Total	Comments
4.1	Contract and Project Files	LS	1	0	140	116	24								140	Inwood: Includes project management efforts for complete setup and maintenance of files, developing monthly progress reports, schedule updates, work effort to develop and execute sub-consultant agreements etc. (Initial set-up estimated at 20 hours plus 8 hours per month (12) for update/maintenance). 20 hrs + (8 hrs x 12 months) =116 hrs, KHA: 24 hours
4.2	Project Management Meetings and Coordination	LS	1	0	320	276	24			4			12	4	320	Inwood: NTP Meeting: 2 hrs x 3 ppl + 2 hrs prep = 8 hrs 24 bi-weekly progress meetings 2 hrs x 2 ppl + 2 hrs prep = 96 + 24 =144 Board Meetings: 6 meetings x 1 ppl x 10 hrs per meeting + 24 hrs prep = 84 hrs Interagency meetings: 6 meetings x 10 hrs per meeting + 24 hrs prep = 84 hrs KHA: 12 skype Meetings x .5 hours per meeting x 2 ppl = 12 hours, progress meetings: 6 meetings x 2 hrs per meeting x 1 ppl = 12 hrs AVCON: 8 skype Meetings x .5 hours per meeting = 4 hours Global-5: 12 skype Meetings x 1 hours per meeting = 12 hours Balmoral: 8 skype Meetings x .5 hours per meeting = 4 hours
4.3	Additional Services															
	4. Roadway Analysis	LS	1	0	0										0	
	5. Roadway Plans	LS	1	0	0										0	
	6a. Drainage Analysis	LS	1	0	0										0	
	6b. Drainage Plans	LS	1	0	0										0	
	8. Environmental Permits	LS	1	0	0										0	
	27. Survey	LS	1	0	0										0	
	28. Photogrammetry	LS	1	0	0										0	
	29. Mapping	LS	1	0	0										0	
	32. Noise Update	LS	1	0	0										0	
	35. Geotechnical	LS	1	0	0										0	
	4.3 Additional Services Total				0	0	0	0	0	0	0	0	0	0	0	
	MISCELLANEOUS TOTAL HOURS				460	392	48	0	0	4	0	0	12	4	460	

EXPENSES									
Prepared by:		Alex Hull, PE - Inwood							
Project Identification No.:		001249							
Project Description:		Concept, Feasibility & Mobility Study for the Northeast Connector Expressway							
REPRODUCTION		8½"x11"	8½"x11"	8½"x14"	11" X 17"	11" X 17"			
		COLOR	BW	BW	COLOR	BW			
Printing		520	11160		1800	1200			
Laminated Covers & Backs									
30%, 60% & Final Submittals									
Signed & Sealed Originals									
SUBTOTAL		520	11160	0	1800	1200			
UNIT COST		\$0.45	\$0.08	\$0.10	\$0.57	\$0.11			
TOTALS COST		\$234.00	\$892.80	\$0.00	\$1,026.00	\$132.00			
						Sub Total	\$2,284.80		
TRAVEL EXPENSES									
TRAVEL (From Oviedo Office)									
	To Project :	8	Trips @	150	Round Trip Miles @	\$0.445	Per Mile =	\$534.00	
	Tolls:	8	Trips @	\$10.00	/round trip		=	\$80.00	
TRAVEL (From Oviedo Office)									
	To CFX Office:	24	Trips @	28	Miles @	\$0.445	Per Mile =	\$299.04	
	Tolls:	24	Trips @	\$8.00	/round trip		=	\$192.00	
						Sub Total	\$1,105.04		
SHIPPING		12	Months @	\$36.26	Per Month	=	\$435.12		
SHIPPING (Regular Mail)		24	Letters @	\$0.49	/letter	=	\$11.76		
SHIPPING (FEDEX)		2	Overnight Letters @	\$12.25	/letter	=	\$24.50		
						Monthly Total =	\$36.26		
						=	\$2,803.80		
PUBLIC MEETINGS									
Small Group Meetings									
Plotting: 4' x 10' Project Board - 40sf	10 plots	=	\$240.00		400 SF @ \$0.60/SF				
Plotting: 3' x 2' Exhibits Boards - 6sf	3 plots	=	\$10.80		18 SF @ \$0.60/SF				
(Typical Section, Sample Landscaping Layout, Landscaping Typical)									
Continuous Plots - 290lf			\$522.00		290 LF @ \$1.80/LF				
Handouts (10-11"x17" color sheets)	30 sets	=	\$171.00		300 @ \$0.57/sheet				
			\$943.80						
Corridor Workshop									
Mount/Laminate: 4' x 8' Project Board - 32sf	6 boards	=	\$1,488.00		192 SF @ \$7.75/SF				
Mount/Laminate: 3' x 2' Exhibits Boards - 6sf	8 boards	=	\$372.00		48 SF @ \$7.75/SF				
(Typical Sections, Matrix)									
			\$1,860.00						
						\$132.00			
MISCELLANEOUS									
DVD Recordable Disks	=	\$40.00		4 @ \$10.00					
Report Binding	=	\$92.00		20 @ \$4.60					
			\$132.00						
						Sub Total	\$3,370.92		
TOTAL EXPENSES									
						\$6,760.76			

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Concept, Feasibility & Mobility Study for the Northeast Connector Expressway
County: Osceola/Orange
Contract: 001249

Consult. Name: Kimley-Horn & Associates, Inc.
Consult. No.:
Date: 2/21/2017
Estimator:

Staff Classification	Total Staff Hours From "SH Summary"	Project Manager	Chief Engineer	Principal Engineer	Senior Engineer	Project Engineer	Engineering Intern	Project Planner	Planner	Chief Scientist	Senior Scientist	Environ. Specialist	Chief Designer	Specialist	Secretary /Clerical	SH By Activity	Salary Cost By Activity	Average Rate Per Task
Public Involvement	60	6	1	3	6	6	6	6	0	6	6	3	0	3	8	60	\$2,963	\$49.39
Engineering Analysis & Report	1,013	101	30	111	203	152	152	51	101	0	0	0	101	0	11	1,013	\$52,063	\$51.39
Environmental Analysis & Reports	10	1	0	0	0	0	0	0	0	5	2	2	0	0	0	10	\$558	\$55.81
Miscellaneous	48	24	0	0	0	0	0	0	0	0	0	0	0	0	24	48	\$2,507	\$52.22
Total Staff Hours	1,131	132	31	114	209	158	158	57	101	11	8	5	101	3	43	1,131		
Total Staff Cost		\$10,113.84	\$2,616.09	\$8,166.96	\$11,829.40	\$7,143.18	\$5,443.10	\$2,528.52	\$3,229.98	\$737.88	\$357.84	\$141.55	\$4,444.00	\$142.08	\$1,196.26		\$58,090.68	\$51.36

Check = \$58,090.68

SALARY-RELATED COSTS: \$58,090.68
OVERHEAD: 194.83% \$113,178.07
SUBTOTAL \$171,268.75
PROFIT MARGIN (L.S): 10.4220% \$17,849.63
SALARY RELATED SUBTOTAL: \$189,118.38
EXPENSES (L.S): \$2,120.37
Survey (Field - if by Sub) 0.00 4-man crew day \$ - / day \$0.00
SUBTOTAL - SUBCONSULTANT \$191,238.75
Optional Services \$0.00
SUBCONSULTANT TOTAL ESTIMATED FEE: \$191,238.75

Note:
1- This sheet to be used by Subconsultant to calculate its fee.

Prepared by: **KHA**
 Project Identification No.: **001249**
 Project Description: **Concept, Feasibility & Mobility Study for the Northeast Connector Expressway**

Expenses		Number	Units	Rate	Cost
6.6 Progress Meetings	Mileage	12	8 miles	0.445	\$42.72
Public Meetings		2	45 miles	0.445	\$40.05
7.7 Meetings	Mileage	24	50 miles	0.445	\$534.00
8 Data Collection	Mileage	4	120 miles	0.445	\$213.60
Reports	BW Sheets	100	5 reports	0.04	\$20.00
	Color Sheets	30	5 reports	0.6	\$90.00
Misc.	BW Sheets	1000	1	0.04	\$40.00
	Color Sheets	500	1	0.6	\$300.00
	Plots	100	1	8.4	\$840.00
Total					\$2,120.37

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Concept, Feasibility & Mobility Study for the Northeast Connector Expressway
 County: Osceola/Orange
 Contract: 001249

Consult. Name: WBQ Design & Engineering, Inc.
 Consult. No.
 Date: 2/20/2017
 Estimator:

Staff Classification	Total Staff Hours From "SH Summary" - Firm"	Project Manager	Chief Engineer	Sr. Utility Coordinator	Project Engineer	Engineer	Contract Coordinator							SH	Salary	Average
		\$74.42	\$63.49	\$53.06	\$48.64	\$28.54	\$22.12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	By Activity	Cost By Activity	Rate Per Task
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Engineering Analysis & Report	509	50	102	127	102	92	36	0	0	0	0	0	0	509	\$25,319	\$49.74
Environmental Analysis & Reports	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	509	50	102	127	102	92	36	0	0	0	0	0	0	509		
Total Staff Cost		\$3,721.00	\$6,475.98	\$6,738.62	\$4,961.28	\$2,625.68	\$796.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$25,318.88	\$49.74

Check - \$25,318.88

Note:

- This sheet to be used by Subconsultant to calculate its fee.

SALARY-RELATED COSTS:		\$25,318.88
OVERHEAD:	195.62%	\$49,528.79
SUBTOTAL		\$74,847.67
PROFIT MARGIN (LS):	10.3799%	\$7,769.11
SALARY RELATED SUBTOTAL:		\$82,616.78
EXPENSES (LS):		\$0.00
Survey (Field - if by Sub)	0.00 4-man crew day: \$ / day	\$0.00
SUBTOTAL - SUBCONSULTANT		\$82,616.78
Optional Services		\$0.00
SUBCONSULTANT TOTAL ESTIMATED FEE:		\$82,616.78

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Concept, Feasibility & Mobility Study for the Northeast Connector Expressway
 County: Osceola/Orange
 Contract: 001249

Consult Name: Geotechnical & Environmental Consultants, Inc.
 Consult. No. P8903G
 Date: 2/21/2017
 Estimator: Gary Kuhns

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Chief Engineer	Senior Engineer	Project Engineer	Engineer Intern	Geotechnical Technician	CADD/GIS Technician	Senior Scientist	Scientist	Senior Engineering Technician	Engineering Technician	Secretary/Clerical		SH	Salary	Average
		\$273.46	\$243.18	\$192.13	\$106.99	\$85.90	\$126.54	\$148.86	\$93.46	\$117.61	\$76.86	\$96.98	\$0.00	By Activity	Cost By Activity	Rate Per Task
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Engineering Analysis & Report	192	29	0	0	72	0	29	0	0	24	24	14	0	192	\$25,328	\$131.92
Environmental Analysis & Reports	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	192	29	0	0	72	0	29	0	0	24	24	14	0	192		
Total Staff Cost		\$7,930.34	\$0.00	\$0.00	\$7,703.28	\$0.00	\$3,669.66	\$0.00	\$0.00	\$2,822.64	\$1,844.64	\$1,357.72	\$0.00		\$25,328.28	\$131.92

Check \$25,328.28

Note:

1. This sheet to be used by Subconsultant to calculate its fee.

SALARY-RELATED COSTS:		\$25,328.28
OVERHEAD:	0.00%	\$0.00
SUBTOTAL		\$25,328.28
PROFIT MARGIN:	0.00%	\$0.00
SALARY RELATED SUBTOTAL:		\$25,328.28
EXPENSES:		\$0.00
Survey (Field - if by Sub)	0.00 4-man crew day: \$ / day	\$0.00
SUBTOTAL - SUBCONSULTANT		\$25,328.28
Optional Services		\$0.00
SUBCONSULTANT TOTAL ESTIMATED FEE:		\$25,328.28

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Concept, Feasibility & Mobility Study for the Northeast Connector Expressway
 County: Osceola/Orange
 Contract: 001249

Consult. Name: AVCON, Inc.
 Consult. No. 201706901
 Date: 2/21/2017
 Estimator: JAI

Staff Classification	Total Staff Hours From "SH Summary"	Project Manager	Chief Engineer	Senior Engineer	Engineer	Engineer Intern	CADD Designer	Clerical/ Admin	-	-	-	-	-	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$71.20	\$51.36	\$47.53	\$34.03	\$12.83	\$28.22	\$23.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Engineering Analysis & Report	391	38	39	59	98	59	98	0	0	0	0	0	0	391	\$14,370	\$36.75
Environmental Analysis & Reports	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Miscellaneous	4	0	2	2	0	0	0	0	0	0	0	0	0	4	\$198	\$49.45
Total Staff Hours	395	38	41	61	98	59	98	0	0	0	0	0	0	395		
Total Staff Cost		\$2,705.60	\$2,105.76	\$2,899.33	\$3,334.94	\$756.97	\$2,765.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$14,568.16	\$36.88

Check = \$14,568.16

SALARY-RELATED COSTS: \$14,568.16
 OVERHEAD: 171.13% \$24,930.49
 SUBTOTAL \$39,498.65
 PROFIT MARGIN (LS): 11.8654% \$4,686.67
 SALARY RELATED SUBTOTAL: \$44,185.32
 EXPENSES (LS): \$0.00
 Survey (Field - if by Sub) 0.00 4-man crew day: \$ / day \$0.00
 SUBTOTAL - SUBCONSULTANT \$44,185.32
 Optional Services \$0.00
 SUBCONSULTANT TOTAL ESTIMATED FEE: \$44,185.32

Note:

1. This sheet to be used by Subconsultant to calculate its fee.

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Concept, Feasibility & Mobility Study for the Northeast Connector Expressway
County: Osceola/Orange
Contract: 001249

Consult, Name: 3E Consultants, Inc.
Consult No: 1285 XXX
Date: 2/21/2017
Estimator: E. Eveland

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Project Engineer	Engineering Intern	Sr. Scientist/Geologist	Scientist	CADD/ Comp. Tech	Secretary/ Clerical						SH	Salary	Average
		\$63.10	\$46.15	\$24.81	\$59.38	\$22.43	\$22.00	\$16.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	By Activity	Cost By Activity	Rate Per Task
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Engineering Analysis & Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Environmental Analysis & Reports	241	38	24	0	116	29	29	5	0	0	0	0	0	241	\$11,762	\$48.80
Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	241	38	24	0	116	29	29	5	0	0	0	0	0	241		
Total Staff Cost		\$2,397.80	\$1,107.60	\$0.00	\$6,888.08	\$650.47	\$638.00	\$80.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$11,761.95	\$48.80

Check - \$11,761.95

Note:

1. This sheet to be used by Subconsultant to calculate its fee.

SALARY-RELATED COSTS:		\$11,761.95
OVERALL MULTIPLIER	169.21%	\$19,902.40
SUBTOTAL		\$31,664.35
PROFIT MARGIN (LS)	12.00%	\$3,799.72
SALARY RELATED		\$35,464.07
SUBTOTAL: EXPENSES (LS):		\$0.00
Survey (Field - if by Sub)	0.00 4-man crew day: \$ / day	\$0.00
SUBTOTAL - SUBCONSULTANT		\$35,464.07
Optional Services		\$0.00
SUBCONSULTANT TOTAL ESTIMATED FEE:		\$35,464.07

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Concept, Feasibility & Mobility Study for the Northeast Connector Expressway
 County: Osceola/Orange
 Contract: 001249

Consult. Name: Archaeological Consultants, Inc.
 Consult. No. B16225
 Date: 2/21/2017
 Estimator: Marion Almy, RPA

Staff Classification	Total Staff Hours From "SH Summary"	Project Manager	Principal Investigator	Architectural Historian	Project Archaeologist	Design Technician	Technician	Secretary/ Clerical	-	-	-	-	-	SH	Salary	Average
														By Activity	Cost By Activity	Rate Per Task
		\$193.52	\$193.52	\$72.60	\$92.53	\$108.90	\$49.47	\$75.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Engineering Analysis & Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Environmental Analysis & Reports	93	3	16	24	31	11	0	8	0	0	0	0	0	93	\$10,090	\$108.49
Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	93	3	16	24	31	11	0	8	0	0	0	0	0	93		
Total Staff Cost		\$580.56	\$3,096.32	\$1,742.40	\$2,868.43	\$1,197.90	\$0.00	\$604.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$10,089.61	\$108.49

Check = \$10,089.61

SALARY-RELATED COSTS:		\$10,089.61
OVERHEAD:	0.00%	\$0.00
SUBTOTAL		\$10,089.61
PROFIT MARGIN:	0.00%	\$0.00
SALARY RELATED SUBTOTAL:		\$10,089.61
EXPENSES (LS):		\$153.75
Survey (Field - if by Sub)	0.00 4-man crew day: \$ / day	\$0.00
SUBTOTAL - SUBCONSULTANT		\$10,243.36
Optional Services		\$0.00
SUBCONSULTANT TOTAL ESTIMATED FEE:		\$10,243.36

Note:

1. This sheet to be used by Subconsultant to calculate its fee.

EXPENSES									
Prepared by:	Marion Almy, President - ACI								
Project Identification No.:	001249								
Project Description:	Concept, Feasibility & Mobility Study for the Northeast Connector Expressway								
REPRODUCTION	8½"x11" COLOR	8½"x11" XEROX	8½"x14" XEROX	11" X 17" COLOR	11" X 17" XEROX	11" X 17" Laminate	Drill & Post Binding	24" X 36" Bond Paper Plots	24" X 36" Mylar Plots
Printing	30	0	0	0	0	0			
Laminated Covers & Backs						0			
30%, 60% & Final Submittals							0		
Signed & Sealed Originals								0	0
SUBTOTAL	30	0	0	0	0	0	0	0	0
UNIT COST	\$0.60	\$0.04	\$0.06	\$1.10	\$0.070	\$1.70	\$2.25	\$0.60	\$8.40
TOTALS COST	\$18.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sub Total								\$18.00	
TRAVEL EXPENSES									
TRAVEL (From Orlando Office)	Round Trip								
To Project :	1	Trips @	250	Miles @	\$0.445	Per Mile =	\$111.25		
Tolls:	1	Trips @	\$0.00	/round trip		=	\$0.00		
Meals	0	Trips with	\$0.00	per diem x	0	People =	\$0.00		
TRAVEL (From Orlando Office)									
To CFX Office:	0	Trips @	0	Miles @	\$0.445	Per Mile =	\$0.00		
Tolls:	0	Trips @	\$0.00	/round trip		=	\$0.00		
TRAVEL (From Orlando Office)									
	0	Trips @		Miles @	\$0.445	Per Mile =	\$0.00		
TRAVEL (From Orlando Office)									
To Other Office:	0	Trips @		Miles @	\$0.445	Per Mile =	\$0.00		
Sub Total								\$111.25	
SHIPPING									
	1	Months @	\$24.50	Per Month		=	\$24.50		
SHIPPING (Regular Mail)	0	Letters/Mo @	\$0.47	/letter		=	\$0.00		
SHIPPING (FEDEX)	2	Overnight Letters @	\$12.25	/letter		=	\$24.50		
(Includes Utilities Submittals)	0	Overnight Boxes @	\$16.25	/Box		=	\$0.00		
Monthly Total =							\$24.50		
Sub Total								\$24.50	
TOTAL EXPENSES									\$153.75

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Concept, Feasibility & Mobility Study for the Northeast Connector Expressway
 County: Osceola/Orange
 Contract: 001249

Consult. Name: Global-5, Inc.
 Consult. No.:
 Date: 2/21/2017
 Estimator: Mary Hamill

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Principal in Charge	Program Director	Program Manager	Public Info. Officer	Communication Info. Analyst	Senior Creative Director	Public Info. Specialist	Graphic Support					SH	Salary	Average
		\$40.86	\$34.26	\$25.48	\$25.48	\$19.23	\$31.38	\$18.82	\$15.94	\$0.00	\$0.00	\$0.00	\$0.00	By Activity	Cost By Activity	Rate Per Task
Public Involvement	571	26	0	190	78	99	39	89	50	0	0	0	0	571	\$13,491	\$23.63
Engineering Analysis & Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Environmental Analysis & Reports	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Miscellaneous	12	12	0	0	0	0	0	0	0	0	0	0	0	12	\$490	\$40.86
Total Staff Hours	583	38	0	190	78	99	39	89	50	0	0	0	0	583		
Total Staff Cost		\$1,552.68	\$0.00	\$4,841.20	\$1,987.44	\$1,903.77	\$1,223.82	\$1,674.98	\$797.00	\$0.00	\$0.00	\$0.00	\$0.00		\$13,980.89	\$23.98

Check \$13,980.89

Note:

1. This sheet to be used by Subconsultant to calculate its fee.

SALARY-RELATED COSTS:		\$13,980.89
OVERHEAD:	147.07%	\$20,561.69
SUBTOTAL		\$34,542.58
PROFIT MARGIN (LS):	12.00%	\$4,145.11
SALARY RELATED SUBTOTAL:		\$38,687.69
EXPENSES (LS):		\$12,870.91
Survey (Field - if by Sub)	0.00	
4-man crew day: \$	/ day	\$0.00
SUBTOTAL - SUBCONSULTANT		\$51,558.60
Optional Services		\$0.00
SUBCONSULTANT TOTAL ESTIMATED FEE:		\$51,558.60

EXPENSES									
Prepared by:	Global-5								
Project Identification No.:	001249								
Project Description:	Concept, Feasibility & Mobility Study for the Northeast Connector Expressway								
REPRODUCTION	8½"x11"	8½"x11"	8½"x14"	11" X 17"	11" X 17"	11" X 17"	Drill & Post	24" X 36"	24" X 36"
	COLOR	XEROX	XEROX	COLOR	XEROX	Laminate	Binding	Bond Paper Plots	Mylar Plots
Printing	635	0							
Laminated Covers & Backs									
30%, 60% & Final Submittals									
Signed & Sealed Originals								0	0
SUBTOTAL	635	0	0	0	0	0	0	0	0
UNIT COST	\$0.55	\$0.04	\$0.06	\$1.10	\$0.070	\$1.70	\$2.25	\$0.60	\$8.40
TOTALS COST	\$349.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sub Total								\$349.25	
TRAVEL EXPENSES									
TRAVEL (From Longwood Office)									
To Project :	8	Trips @	100	Round Trip	Miles @	\$0.445	Per Mile =	\$356.00	
Tolls:	8	Trips @	\$4.00	/round trip			=	\$32.00	
Meals	0	Trips with	\$0.00	per diem x	0		People =	\$0.00	
TRAVEL (From Longwood Office)									
To CFX Office:	4	Trips @	34	Miles @	\$0.445	Per Mile =	\$60.52		
Tolls:	4	Trips @	\$2.00	/round trip			=	\$8.00	
TRAVEL (From Longwood Office)									
	0	Trips @		Miles @	\$0.445	Per Mile =	\$0.00		
TRAVEL (From Orlando Office)									
To Other Office:	0	Trips @		Miles @	\$0.445	Per Mile =	\$0.00		
Sub Total								\$456.52	
SHIPPING									
	1	Months @	\$11.50	Per Month	=	\$11.50			
SHIPPING (Regular Mail)	25	Letters/Mo	@	\$0.46	/letter	=	\$11.50	Public officials Notification Letters	
SHIPPING (FEDEX)	0	Overnight Letters @		\$12.25	/letter	=	\$0.00		
(Includes Utilities Submittals)	0	Overnight Boxes @		\$16.25	/Box	=	\$0.00		
Monthly Total =							\$11.50		
COURIER SHIPPING									
	0	Trips @	\$32.85	per Trip	=	\$0.00	Final & Final Mylar Plots		
PUBLIC MEETINGS									
								=	\$11,903.64
Public Meeting No. 1									
Postcard notification	5000								
- 5.5 x 8.5 16pt C2S Gloss									
- 4/4 Full color									
- Printing & Postage included		\$ 2,695.64							
Presentation Boards:									
20x40 Print mounted on Gator board									
w/ matte lamination		\$ 595.00 5 each @ \$119							
Newsletter:									
11x17 100# gloss text Colors: 4/4 double sided									
Coating: Satin AQ matte both sides									
Including folding Qty: 3000 - first class mailing									
3 Mailings	2871	3	\$8,613.00						
			\$11,903.64						
MISCELLANEOUS									
							\$150.00		
Property Appraiser Lists	=	\$150.00 6 @ \$25.00 each							
	=								
			\$150.00						
Sub Total								\$12,065.14	
TOTAL EXPENSES									
								\$12,870.91	

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Concept Feasibility & Mobility Study for the Northeast Connector Expressway
County: Osceola/Orange
Contract: 001249

Consult Name: The Balmoral Group, LLC

Consult No.

Date: 2/21/2017

Estimator:

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Chief Engineer	Senior Project Engineer	Project Engineer	Engineer	Engineering Intern	Engineering Technician	Senior Designer	Research Economist/GIS Specialist				SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$57.69	\$68.75	\$48.61	\$42.12	\$38.00	\$28.27	\$14.00	\$34.05	\$28.98	\$0.00	\$0.00	\$0.00			
Public Involvement	4	4	0	0	0	0	0	0	0	0	0	0	0	4	\$231	\$57.69
Engineering Analysis & Report	587	118	56	120	176	29	29	0	0	59	0	0	0	587	\$27,535	\$46.91
Environmental Analysis & Reports	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	0.00
Miscellaneous	4	1	1	0	1	1	0	0	0	0	0	0	0	4	\$207	\$51.64
Total Staff Hours	595	123	57	120	177	30	29	0	0	59	0	0	0	595		
Total Staff Cost		\$7,095.87	\$3,918.75	\$5,833.20	\$7,455.24	\$1,140.00	\$819.83	\$0.00	\$0.00	\$1,709.82	\$0.00	\$0.00	\$0.00		\$27,972.71	\$47.01

Check = \$27,972.71

Note:

1. This sheet to be used by Subconsultant to calculate its fee.

SALARY-RELATED COSTS:		\$27,972.71
OVERHEAD:	135.52%	\$37,908.62
SUBTOTAL		\$65,881.33
PROFIT MARGIN (LS):	12.00%	\$7,905.76
SALARY RELATED SUBTOTAL:		\$73,787.09
EXPENSES (LS):		\$354.41
Survey (Field - if by Sub)	0.00	\$0.00
4-man crew day: \$ / day		\$0.00
SUBTOTAL - SUBCONSULTANT		\$74,141.50
Optional Services		\$0.00
SUBCONSULTANT TOTAL ESTIMATED FEE:		\$74,141.50

MISCELLANEOUS & DIRECT EXPENSES

Central Florida Expressway Authority
001249

Consultant: The Balmoral Group, LLC

Name of Job: **Concept, Feasibility & Mobility Study for the Northeast Connector Expressway**

Aerial Photography:		Sheets	Cost	Amount		
Right-of-Way Maps						
Drafting Medium (Mylar):						
		0	\$0.00	\$0	\$0.00	\$0.00
	BlueLine	Vellum	11X17	8.5X11		
Study Review (Draft & Final)			20	50	Sheets	5 copies of each
Existing Conditions Report (Draft & Final)			100	150	Sheets	5 copies of each
Concept Study Report (Draft & Final)			500	750	Sheets	5 copies draft + 20 copies
100% Plans				0	Sheets	
Final Plans				0	Sheets	
Misc. Prints			64	100	Sheets	QC of ea. Report
Total	0	0	684	1050	Sheets	
Costs:	Blue Line		0	Sheets @	0.00	\$0.00
	Vellum		0	Sheets @	0.00	\$0.00
	Photocopy - 11X17		684	Sheets @	0.19	\$129.96
	Photocopy - 8.5X11		1050	Sheets @	0.11	\$115.50
						\$245.46
Travel From: 165 Lincoln Avenue Winter Park, FL						
To Project: Trips						
(Overnight)	x		people x	days @\$50		\$0.00
(Per Diem)	x		people x	days @\$6		\$0.00
Transport. - (Comm.)	x		people x	0.00 per trip		\$0.00
- (POV)	0 x	0	miles x	0.445 per mile		\$0.00
- (Rental)	0 x	0	(days x \$	0.00 Day Rate)		
	+	0	(miles x \$	0.00 Mi. Rate)		\$0.00
To District: Trips						
(Per Diem)	0 x	0	people x	0.00 days @\$6		\$0.00
Transport. - (Comm.)	0 x	0	people x	0.00 per trip		\$0.00
- (POV)	5 x	22	miles x	0.445 per mile		\$48.95
- (Rental)	0 x	0	(days x \$	0.00 Day Rate)		
		0	(miles x \$	0.00 Mi. Rate)		\$0.00
						\$48.95
Shipping & Telephone 12 months @ \$ 5.00 /Month)						
						\$60.00
TOTAL EXPENSES					LUMP SUM	\$354.41
Date: 02/20/17						

EXHIBIT D

PROJECT ORGANIZATIONAL CHART

Organization Chart

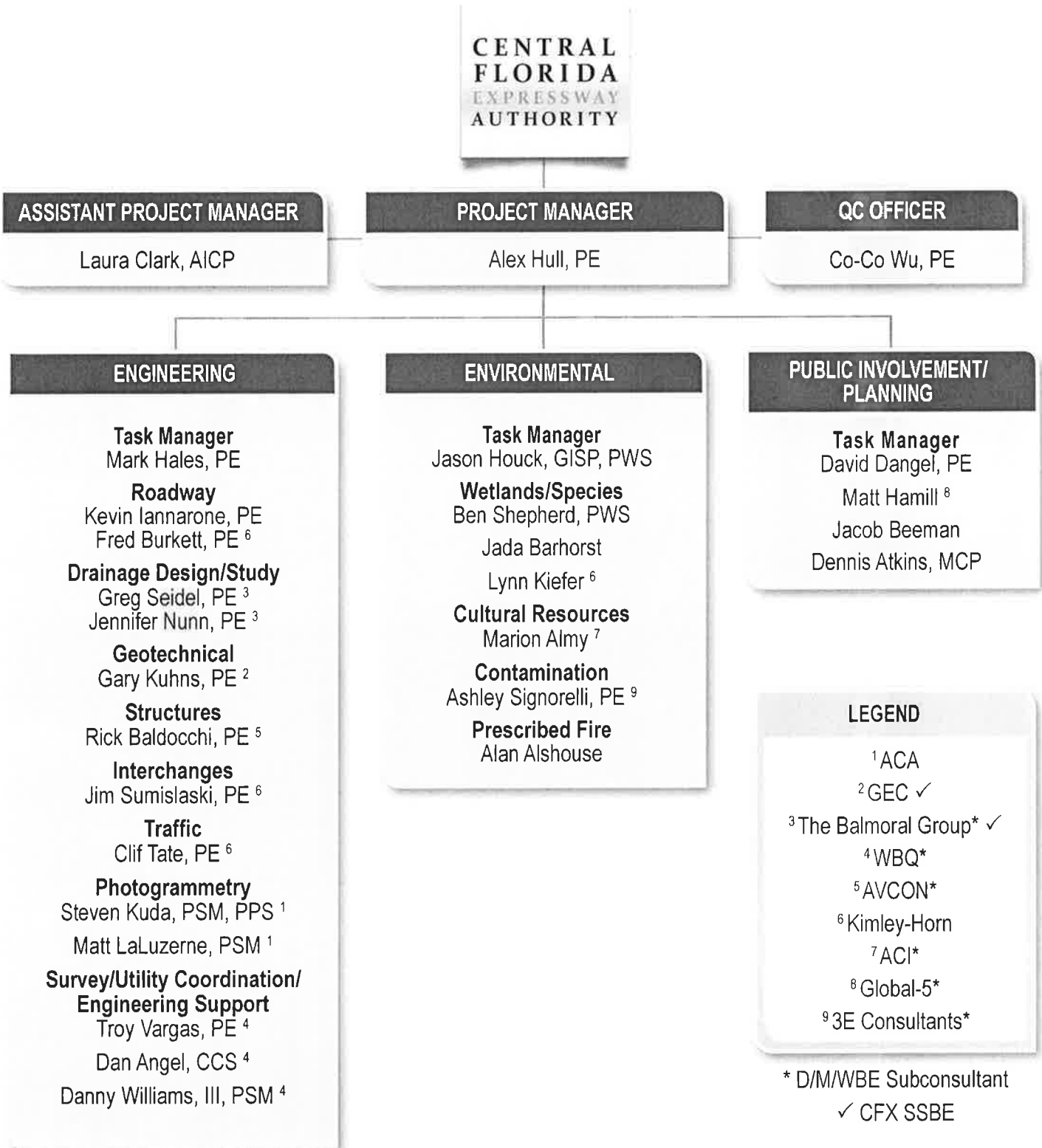
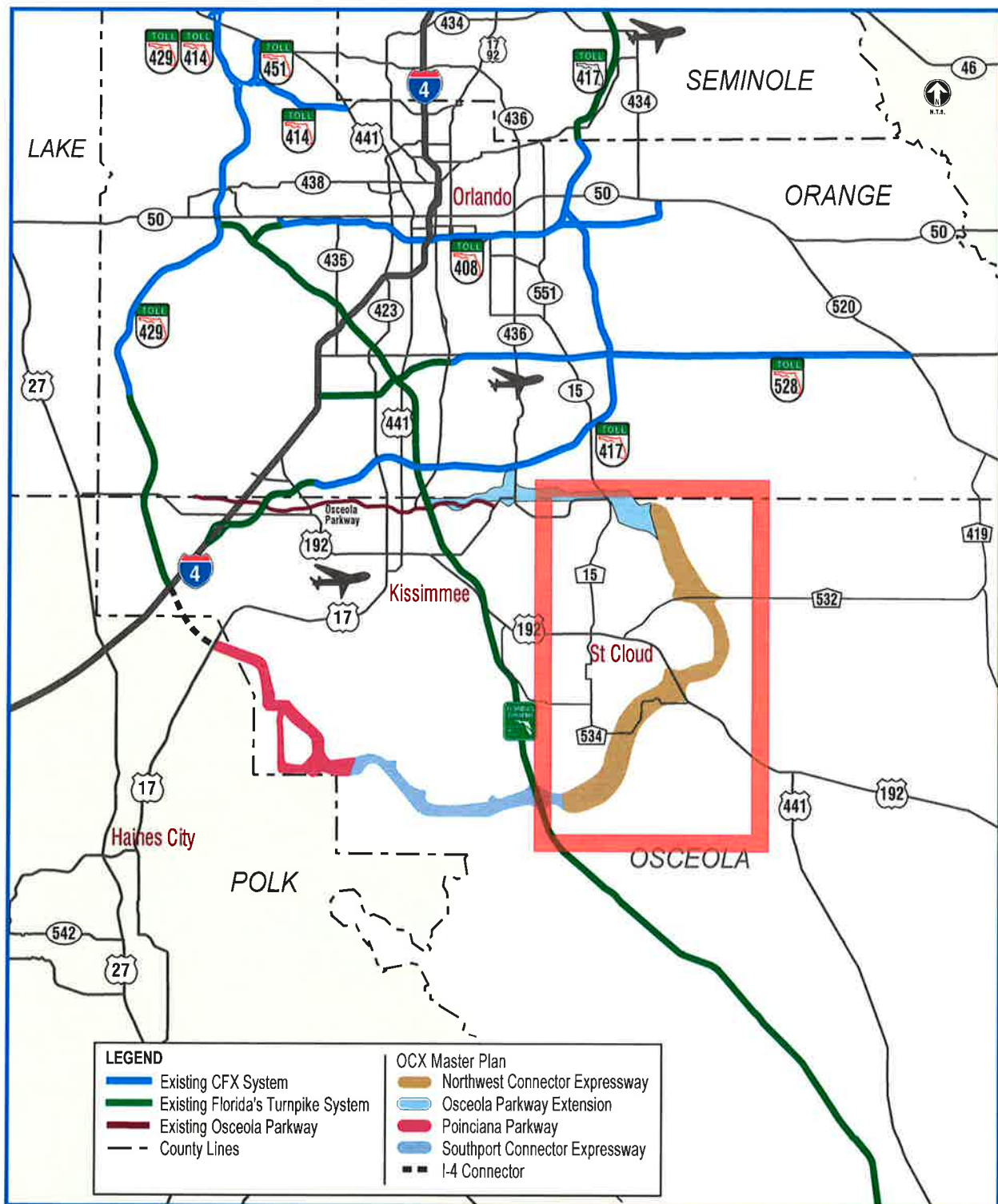


EXHIBIT E

PROJECT LOCATION MAP



**CENTRAL
FLORIDA
TRANSPORTATION
AUTHORITY**

Project Location Map for Northeast Connector Expressway (599-222)

EXHIBIT F

SCHEDULE

**PROPOSED SCHEDULE - CONCEPT, FEASIBILITY, & MOBILITY STUDIES
OF THE OSCEOLA COUNTY EXPRESSWAY AUTHORITY MASTER PLAN PROJECTS**

[illegible]


CONSENT AGENDA ITEM

#5

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

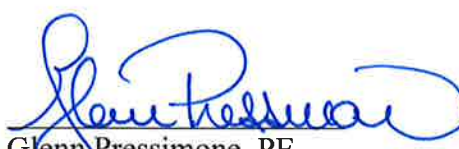
FROM: Aneth O. Williams 
Director of Procurement

DATE: February 21, 2017

SUBJECT: Award of Contract to RS&H, Inc., for the Concept, Feasibility & Mobility Study
for the Southport Connector Expressway
Project 599-223, Contract No. 001250 - AMENDED

The Board approved on January 12, 2017, the final ranking and authorization to negotiate with firms for the Concept, Feasibility & Mobility Studies of the Osceola County Expressway Authority Master Plan Projects. Negotiations with RS&H, Inc. for the study of the Southport Connector Expressway have been completed. Board award of the contract to RS&H, Inc. is requested in the not-to-exceed amount of \$1,156,000.00.

Reviewed by:


Glenn Pressimone, PE
Director of Engineering



AGREEMENT FOR PROFESSIONAL SERVICES

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
RS&H, INC.**

**CONCEPT, FEASIBILITY AND MOBILITY STUDY FOR
THE SOUTHPORT CONNECTOR EXPRESSWAY**

CONTRACT NO. 001250, PROJECT NO. 599-223

CONTRACT DATE: March 9, 2017

CONTRACT AMOUNT: \$1,156,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>
AG	Agreement
A	Exhibit "A", Scope of Services
B	Exhibit "B", Method of Compensation
C	Exhibit "C", Details of Cost and Fees
D	Exhibit "D", Project Organization Chart
E	Exhibit "E", Project Location Map
F	Exhibit "F", Schedule

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this 9th day of March, 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and RS&H, Inc., hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in planning and engineering, with the responsible project office located at 301 E. Pine St., Suite 350, Orlando, FL. 32801.

WITNESSETH:

WHEREAS, CONSULTANT represents that it is fully qualified and authorized to render the professional services contracted herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CFX and CONSULTANT agree as follows:

1.0. DEFINITIONS.

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

2.0. SCOPE OF SERVICES.

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the Concept, Feasibility and Mobility Study for the Southport Connector Expressway hereinafter "the Project." Further identified as Project No. 599-223 and Contract No. 001250.

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

Before rendering any of the services, 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.

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

3.0 TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five (5) year term from the date of the Notice to Proceed for the required project services as detailed in **Exhibit "A"**. At CFX's sole discretion and election, the Agreement may be renewed with two (2) one-year renewals, or portions thereof. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONSULTANT with written notice of its intent at least thirty (30) days prior to the expiration of the original term and subsequent renewal, if any.

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

4.0 PROJECT SCHEDULE

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

In the event there are delays on the part of CFX as to the approval of any of the materials submitted by the CONSULTANT or if there are delays occasioned by circumstances beyond the control of the CONSULTANT, which delay the scheduled Project completion date, CFX may grant to the CONSULTANT by "Letter of Time Extension" an extension of the scheduled Project completion date equal to the aforementioned delays. The letter will be for time only and will not include any additional compensation.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains within the Project schedule within which to complete the services on the Project. In the event there have been delays which would affect the scheduled Project completion date, the CONSULTANT shall submit a written request to CFX which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one

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

In the event the scheduled Project completion date is reached and the CONSULTANT has not requested, or if CFX has denied, an extension of the completion date, partial progress payments will be stopped when the scheduled Project completion date is met. No further payment for the Project will be made until a time extension is granted or all work has been completed and accepted by CFX.

5.0 PROFESSIONAL STAFF

The CONSULTANT shall maintain an adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. The CONSULTANT shall continue to be authorized to do business within the State of Florida. In the performance of these professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care when performing in a design capacity and shall have due regard for acceptable standards of design principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to CFX, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the associate consultants listed below without the written consent of CFX. It is understood and agreed that CFX will not, except for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

The Balmoral Group, LLC (Class 1)	Parsons Brinkerhoff, Inc. (Class 1)
Southeastern Archaeological Research, Inc. (Class 1)	
Myra Planning & Design, LLC (Class 2)	Nadic Engineering Services, Inc. (Class 2)

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

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT

until it has been approved by CFX Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement as described in **Exhibit "A"**.

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.

After CFX's acceptance of documents for the Project, the original set of CONSULTANT's drawings, tracings, plans, maps and CADD files shall be provided to CFX. The CONSULTANT shall signify, by affixing an endorsement (seal/signature, as appropriate) on every sheet of the record set, that the work shown on the endorsed sheets was produced by the CONSULTANT. With the tracings and the record set of prints, the CONSULTANT shall submit a final set of design computations. The computations shall be bound in an 8-1/2 x 11" format and shall be endorsed (seal/signature, as appropriate) by the CONSULTANT. Refer to **Exhibit "A"** for the computation data required for this Agreement.

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

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

7.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$1,156,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

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

Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished

to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. The obligations in this paragraph survive the termination of the Agreement and continue in full force and effect.

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

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

8.0 DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this Project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 301 E. Pine St., Suite 350, Orlando, FL. 32801.

Notwithstanding Section 17, entitled "Communications, Public Relations, and Use of Logos," CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONSULTANT agrees to comply with Section 119.0701, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

An excerpt of Section 119.0701, Florida Statutes is below.

Per Section 119.0701(1), "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

Per Section 119.0701(b). The contractor shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The obligations in Section 8.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

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

9.0 COMPLIANCE WITH LAWS

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

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

10.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached **Exhibit "C"**, Details of Costs and Fees, supporting the compensation provided in Section 7.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Section 7.0 hereof shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

11.0 TERMINATION

CFX may terminate this Agreement in whole or in part, for any reason or no reason, at any time the interest of CFX requires such termination.

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

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

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated in accordance with **Exhibit "B"** for work properly performed by the CONSULTANT prior to abandonment or termination of the Agreement. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be transferred to and retained by CFX.

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

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 Executive 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 Executive Director whose decision shall be final.

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

13.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

14.0 HOLD HARMLESS AND INDEMNIFICATION

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

When CFX receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, CFX will immediately forward the notice of claim to the CONSULTANT. The CONSULTANT and the AUTHORITY will evaluate the notice of claim and report their findings to each other within fourteen (14) calendar days.

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the CONSULTANT, CFX and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of the CONSULTANT in the defense of the lawsuit or to request that the CONSULTANT defend CFX in such lawsuit as described in this section. CFX's failure to notify the CONSULTANT of a notice of claim will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by CFX to the CONSULTANT of the notice of claim or filing of a lawsuit. CFX and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all of its costs, but if the

verdict determines that there is joint responsibility, the costs of defense and liability for damages will be shared in the same percentage as that judicially established, provided that CFX's liability does not exceed the limits and limitations arising from Section 768.28, Florida Statutes, the doctrine of sovereign immunity, and law.

CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes, or law. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of CFX's obligations are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, except for payments for work properly performed, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

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

The obligations in Section 14.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Agreement and continue in full force and effect.

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

16.0 INSURANCE

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

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

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

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

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

Each of the above insurance policies shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though

separate policies had been issued to each insured; (2) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance policies limits of liability.

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

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

The CONSULTANT shall provide CFX with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

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

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

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

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

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

17.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Agreement, it being understood that, under Section 8.0 hereof, such data or information is the property of CFX.

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a copy of the CFX logo or any CFX mark, including trademarks, service marks, or any other mark, collectively referred as "Marks," is to be used in a document or presentation. The Marks shall not be altered in any way. The width and height of the Marks shall be of equal proportions. If a black and white Mark is utilized, the Mark shall be properly screened to insure all layers of the Mark are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer 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 and the CFX Code of Ethics 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 complete the Potential Conflict Disclosure Form with contract execution, annually by July 1, and in the event of changed circumstances. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

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

19.0 DOCUMENTED ALIENS

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

20.0 E-VERIFY CLAUSE

CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the contract. CONSULTANT shall require all of its subconsultants to verify the employment eligibility of all new employees hired by the subconsultants during the term of the Agreement.

21.0 CONFLICT OF INTEREST

The CONSULTANT shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the service provided herein and as described below. Questions regarding potential conflicts of interest shall be addressed to the Executive Director for resolution.

During the term of this Agreement:

The CONSULTANT is NOT eligible to pursue any advertised construction engineering and inspection projects of CFX as either a prime or subconsultant where the CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

22.0 INSPECTOR GENERAL

CONSULTANT agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONSULTANT agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in this paragraph shall survive the expiration or termination of this Agreement and continue in full force and effect.

23.0 PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes, “a person or affiliate who has been placed on the [Florida Department of Management Services] convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the [Florida Department of Management Services] convicted vendor list.”

Pursuant to Section 287.134(2)(a), Florida Statutes, “an entity or affiliate who has been placed on the [Florida Department of Management Services] discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

24.0 INTEGRATION

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no other agreements between the parties in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

25.0 ASSIGNMENT

This Agreement may not be assigned without the written consent of CFX.

26.0 AVAILABILITY OF FUNDS

CFX's performance and obligation to pay under this Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONSULTANT to that effect.

27.0 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.

28.0 AUDIT AND EXAMINATION OF RECORDS

28.1 Definition of Records:

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

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

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

28.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review, or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

28.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, 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 the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

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

28.6 The obligations in Section 28.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

29.0 NOTICE

All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

To CFX: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: Chief of Infrastructure

Project No. 599-223
Contract No. 001250

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: General Counsel

To CONSULTANT: RS&H, Inc.
301 E. Pine St., Suite 350
Orlando, FL. 32801
Attn: Edward J. Gonzalez, P.E.

Attn: _____

30.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 30.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

31.00 ATTACHMENTS

Exhibit "A", Scope of Services
Exhibit "B", Method of Compensation
Exhibit "C", Details of Cost and Fees
Exhibit "D", Project Organization Chart
Exhibit "E", Project Location Map
Exhibit "F", Project Schedule

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on March 9, 2017.

RS&H, Inc.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Print Name: _____

Print Name: _____

Title: _____

Effective Date: _____

ATTEST: _____ (Seal)
Secretary or Notary

Approved as to form and execution, only.

General Counsel for CFX

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

CONCEPT, FEASIBILITY & MOBILITY STUDIES

FOR THE

SOUTHPORT CONNECTOR EXPRESSWAY

CONTRACT 001250

MARCH, 2017

Exhibit A

SCOPE OF SERVICES

TABLE OF CONTENTS

<u>Description</u>	<u>Page No.</u>
1.0 OVERVIEW	A-1
2.0 LOCATION	A-1
3.0 PURPOSE	A-1
4.0 OBJECTIVE	A-1
5.0 GOVERNING REGULATIONS	A-2
6.0 PROJECT MANAGEMENT AND ADMINISTRATION	A-3
6.1 Notice to Proceed Meeting	A-3
6.2 Key Personnel	A-3
6.3 Project Schedule	A-3
6.4 Correspondence	A-3
6.5 Quality Control	A-3
6.6 Project Management, Meetings and Coordination	A-4
7.0 PUBLIC INVOLVEMENT	A-4
7.1 Public Involvement Plan	A-4
7.2 Mailing List	A-4
7.3 Public Meeting	A-5
7.4 Board Meetings	A-6
7.5 Advisory Groups	A-6
7.6 Project Kick-Off Letter	A-6
7.7 Unscheduled Project Meetings	A-6
7.8 Project Information Line/General Public Correspondence	A-7
7.9 Project Newsletters	A-7
7.10 Project Webpage	A-7
8.0 DATA COLLECTION	A-7
8.1 Aerial Photography	A-8
8.2 Traffic Data	A-8
8.3 Transportation Plans	A-8
8.4 Land Use and Development Plans	A-8
8.5 Physical/Natural Environmental Information	A-8

TABLE OF CONTENTS (Cont.)

8.6	Interagency and Stakeholder Coordination	A-9
8.7	Study Area Base Maps	A-9
8.8	Confirm Corridor Limits	A-9
8.9	Data Collection Summary Technical Memorandum (Deliverable)	A-9
9.0	ESTABLISH PURPOSE AND NEED	A-9
10.0	MOBILITY PROGRAM ALTERNATIVES	A-10
10.1	No-Build Alternative	A-10
10.2	Develop Alternative Mobility Programs	A-10
10.3	Evaluate and Refine Mobility Programs	A-11
10.4	Financial Viability Analysis	A-11
10.5	Concept, Feasibility and Mobility Study Report (Deliverable)	A-11
11.0	DELIVERABLES	A-12
12.0	DESIGN CRITERIA	A-12

1.0 Overview

The Central Florida Expressway Authority (CFX) requires the professional services of a qualified CONSULTANT to perform a comprehensive Concept, Feasibility and Mobility Study (Study) of the Southport Connector Expressway project as identified in the Osceola County Expressway Authority (OCX) Master Plan and the CFX Visioning + 2040 Master Plan.

2.0 Location

The general limits and descriptions of the project corridor is provided below. The CONSULTANT will be responsible for refining the corridor limits and defining the logical termini for the project.

- a) **Southport Connector Expressway (including Cypress Parkway segment):** The Southport Connector Expressway is located between Poinciana Parkway and Florida's Turnpike, covering a distance of approximately 13 miles. The corridor passes through the South Lake Toho Mixed Used District forming the southern edge of the Urban Growth Boundary (UGB) and connecting the Poinciana Parkway to Florida's Turnpike. The project includes the Southport interchange with Poinciana/Cypress Parkway.

The Southport Connector Expressway corridor is generally depicted on **Exhibit E**.

3.0 Purpose

The purpose of this Exhibit is to describe the scope of work for the Study and the responsibilities of the CONSULTANT, CFX, CFX's general engineering consultant (GEC) and CFX's traffic and earnings (T&E) consultant.

4.0 Objective

The Study will include the development and evaluation of alternate mobility programs within the project corridor. The work will include the evaluation and documentation of the physical, natural, social, and cultural environment within the corridor and the potential impacts associated with the various mobility alternatives. This analysis will also address economic and engineering feasibility, mobility capacity and levels of service; conceptual geometry and structures; and potential interchanges and intersection improvements. Public involvement and interagency coordination will be an integral part of the assessment process.

The CONSULTANT, in coordination with CFX and its T&E Consultant will forecast the future transportation demands within each corridor (design year of 2045). The CONSULTANT will then develop a range of transportation mobility options and programs that could adequately meet the future demand. Corridor mobility elements to be considered will include but are not necessarily constrained to limited access tolled expressways, mass transit technologies, and intermodal facilities. The CONSULTANT will be responsible for estimating the overall project costs associated with each mobility alternative, including planning, design, construction, operations, permitting and other project related costs. The GEC will be responsible for estimating the right-of-way acquisition costs based on input from the CONSULTANT.

The general objective of this Study is to provide documented information necessary for CFX to reach a decision on the viability of each mobility option. Viability is defined in the Interlocal Agreement by and among Osceola County, CFX and OCX as follows:

“Viable” or “Viability” shall mean an OCX Segment or any portion thereof that is projected in writing by CFX’s traffic and revenue consultant to generate toll revenues over a period of thirty years equal to at least fifty percent (50%) of the cost of such OCX Segment or applicable portion thereof; provided however, that with respect to an interchange portion of an OCX Segment or a portion of any OCX Segment located outside of the County, such interchange or portion of an OCX Segment outside the County is projected in writing by CFX’s traffic and revenue consultant to generate new CFX System Pledged Revenues over a period of thirty years in excess of the cost to build such interchange or portion of such OCX Segment. The cost of an OCX segment or portion thereof shall be determined by CFX, exercising reasonable judgment, as part of its Concept and Feasibility Study and the components of such cost (e.g., right-of-way, construction costs, financing costs, planning and design costs) shall be consistent with CFX’s past practices for such a determination and shall take into consideration any right-of-way donations and other public or private partnership contributions.

5.0 Governing Regulations

The services performed by the CONSULTANT shall comply with all applicable CFX and FDOT Manuals and Guidelines. The FDOT’s Manuals and Guidelines incorporate by requirement or reference all applicable State and Federal regulations. The current edition, including updates, of the following FDOT Manuals and Guidelines shall be used in the performance of this work. It is understood that AASHTO criteria shall apply as incipient policy. Some standards may not apply to the project, but are listed for reference.

- Florida Statutes
- Florida Administrative Codes
- Applicable federal regulations and technical advisories.
- Project Development and Environment Manual
- Plans Preparation Manual
- Roadway Traffic and Design Standards
- Highway Capacity Manual
- Manual of Uniform Traffic Control Devices (MUTCD)
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Bicycle Facilities Planning and Design Manual
- Right-of-Way Mapping Handbook
- Location Survey Manual
- EFB User Guide
- Drainage Manual and Handbooks
- Outline Specifications - Aerial Surveys/Photogrammetry
- Soils and Foundations Manual
- Structures Design Guidelines
- CADD Manual (No. 625-050-001)
- CADD Production Criteria Handbook

Florida's Level of Service Standards and Guidelines Manual for Planning (No. 525-000-005)
Equivalent Single Axle Load Guidelines (No. 525-030-121)
Design Traffic Procedure (No. 525-030-120)
K-Factor Estimation Process
Project Traffic Forecasting Guidelines
Florida Highway Landscape Guide
Basis of Estimates Manual

6.0 Project Management and Administration

CFX's General Engineering Consultant (GEC) will provide contract administration, project management services and technical reviews of all work associated with the development and preparation of the Study reports.

6.1 Notice to Proceed Meeting

The CONSULTANT shall meet with appropriate CFX, GEC and T&E personnel immediately following receipt of the Notice to Proceed. As a minimum, the CONSULTANT's Project Manager and senior project personnel shall attend. At the Notice to Proceed Meeting, CFX will:

- Render all relevant information in its possession
- Establish any ground rules upon which the Study process will be conducted
- Bring to the attention of the CONSULTANT any special or controversial issues to be considered in the Study
- Explain the financial administration of the contract

6.2 Key Personnel

The CONSULTANT'S work shall be performed and directed by the key personnel identified by the CONSULTANT and approved by CFX. Any proposed changes to key personnel shall be subject to review and approval by CFX.

6.3 Project Schedule

The Study is expected to have a twelve (12) month duration. Within ten (10) working days after receipt of the Notice-to-Proceed, the CONSULTANT shall provide a schedule of calendar deadlines to the GEC for review. The CONSULTANT shall update the project schedule on a monthly basis and inform CFX of any substantial potential schedule modifications.

6.4 Correspondence

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this Study shall be provided to CFX and the GEC for their records within one (1) week of the receipt of said correspondence.

6.5 Quality Control

The CONSULTANT shall be responsible for ensuring that all work products conform to CFX standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall ensure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified

individuals who were not directly responsible for performing the initial work.

The CONSULTANT shall submit a Quality Assurance/Quality Control (QA/QC) Plan to the GEC for review and approval within ten (10) working days following the Notice to Proceed Meeting.

6.6 Project Management, Meetings and Coordination

The CONSULTANT shall meet with CFX staff and the GEC as needed throughout the life of the project. The CONSULTANT should be prepared to meet on a bi-monthly basis for progress meetings; therefore, 24 meetings should be anticipated. The actual frequency of the meetings will vary depending on the project stage and pending activities.

Progress reports shall be delivered to CFX in a format as prescribed by the GEC and no less than 10 days prior to submission of the corresponding invoice. Judgment on whether work of sufficient quality and quantity has been accomplished will be made by the GEC Project Manager by comparing the reported percent complete against actual work accomplished.

7.0 Public involvement

Public involvement includes communicating to and receiving information from all interested persons, groups, and government organizations on topics related to the Study. The CONSULTANT shall coordinate and perform the appropriate level of public involvement for this project as described in the following subsections. All public involvement tasks and activities will be coordinated with CFX's Public Affairs and Communications Department.

7.1 Public Involvement Plan

The CONSULTANT will prepare a comprehensive Public Involvement Plan (PIP) and submit to the GEC within ten (10) business days following the Notice to Proceed meeting.

The purpose of the PIP is to establish and maintain a strategy for early, meaningful, and continuous public and stakeholder involvement throughout the Study process.

The CONSULTANT shall perform all data collection activities necessary to prepare and implement the PIP including but not limited to the following:

- Identification of stakeholders and interested parties,
- Field review of potential meeting sites,
- Preparation and distribution of meeting announcements and notices,
- Preparation of meeting notes.

7.2 Mailing List

The CONSULTANT shall be responsible for developing, maintaining, and updating a project mailing list which will include:

- Public officials and their staffs
- Affected residents, business tenants and property owners within the corridor
- Environmental Advisory Group (EAG)
- Project Advisory Group (PAG)
- Interested parties, including:
 - Residents/property owners within the corridor

- Other informed parties who notify the CONSULTANT that they desire to be added to the mailing list.
- Special interest groups

The CONSULTANT will incorporate the mailing lists received from the recently completed OCX corridor evaluation study. The CONSULTANT will maintain the mailing list in a computer file which is acceptable to CFX. For each mailing, the CONSULTANT will provide CFX a computer file of the mailing list and a hard copy printout, certified by the CONSULTANT as true and correct. Additional groups and/or individuals may be included on the mailing list as requested.

7.3 Public Meeting

The CONSULTANT shall be responsible for conducting one (1) public information meeting. The meeting will be scheduled to coincide with submittal of the Draft Concept, Feasibility and Mobility Study Report. It is anticipated the meeting will be conducted in an open house format, with a brief scripted presentation and question and answer session.

The CONSULTANT shall prepare and/or provide:

- Handouts
- Display graphics and presentation
- Meeting equipment set-up and tear-down
- Legal and/or display advertisements (The CONSULTANT will pay the cost of publishing)
- Letters for notification of elected and appointed officials, affected property owners and other interested parties. (The CONSULTANT will pay the cost of first class postage.)
- News releases.

The CONSULTANT will investigate potential meeting sites and pay all costs for meeting site rents and insurance. The CONSULTANT will attend the meetings with an appropriate number of personnel to assist CFX staff.

Drafts of all notification advertisements and letters shall be submitted to CFX for its approval at least one week prior to mailing. Mailings, legal notices and/or newspaper display advertisements shall be the responsibility of the CONSULTANT. Actual copies of the notices shall be retained in the project files.

Within two (2) weeks after the public meeting, the CONSULTANT will prepare a complete meeting summary that will contain at a minimum:

- Advertisements and legal notices
- Fact Sheets
- Meeting Notes
- Sign-in sheets
- Comment sheets
- Draft responses to comments and inquiries (if appropriate)

The CONSULTANT will also be responsible for attending the Public Meetings of the other three CFX

Feasibility Studies related to the OCX Master Plan. The CONSULTANT will provide exhibits and staff to address any questions related to their specific project.

7.4 Board Meetings

The CONSULTANT shall be responsible for conducting two (2) presentations each to the Osceola County Expressway Authority, Central Florida Expressway Authority and the Osceola County Board of County Commissioners. It is anticipated the presentations will be conducted to coincide with a scheduled Board Meeting with a brief scripted presentation and question and answer session.

The CONSULTANT shall prepare and/or provide:

- Handouts
- Display graphics and PowerPoint presentation
- Meeting equipment set-up and tear-down

7.5 Advisory Groups

The GEC shall establish a Project Advisory Group (PAG) and Environmental Advisory Group (EAG), which will include staff from the FDOT, Lynx, Orange County, Osceola County, Polk County, permitting agencies, environmental organizations, special interest groups and other entities as identified by CFX. The CONSULTANT will be available to meet with the PAG and EAG up to three (3) times each during the Study to present information regarding the project, receive input and respond to questions.

Potential meeting milestones will include:

- a) Project Kick-off
- b) Prior to Public Workshop
- c) Project Completion

The CONSULTANT will coordinate with CFX and the GEC to prepare the initial PAG and EAG members list. The GEC will be responsible for contacting the PAG and EAG members and maintaining coordination with them throughout the Study, however, the CONSULTANT will be responsible for preparing all materials, presentations, etc. distributed to the PAG/EAG members.

7.6 Project Kick-Off Letter

Within 30 calendar days after the Notice to Proceed meeting, the CONSULTANT will prepare and distribute a Project Kick-Off Letter to the following organizations: FDOT, METROPLAN ORLANDO, Polk TPO, local government agencies, the East Central Florida Regional Planning Council, environmental regulatory agencies and any group or individual that expressed an interest in the project. The purpose of this letter will be to introduce the CONSULTANT to the local officials and to acquaint them with the Study, its purpose and objectives. Typical information shall include: Study team, project scope, project limits, schedule, and potential issues and concerns.

7.7 Unscheduled Project Meetings

The CONSULTANT may be required to participate in unscheduled meetings with the public,

elected officials, or public agencies. The CONSULTANT shall be available with no more than a five (5) working day notice, to attend these meetings or make presentations at the request of CFX. Such meetings and presentations may be held at any hour between 7:00 a.m. and 12:00 midnight on any day of the week. The CONSULTANT may be called upon to provide maps, draft news releases, audio-visual displays, and similar material for such meetings. The CONSULTANT shall be prepared to attend up to 24 such unscheduled meetings.

7.8 Project Information Line/General Public Correspondence

The CONSULTANT shall make available knowledgeable staff that interested parties may call with questions concerning the project. The CONSULTANT will be available to answer questions and respond to comments through this "Information Line" during regular business hours.

7.9 Project Newsletters

The CONSULTANT shall prepare and distribute three (3) project newsletters which will be designed to inform interested parties as to the status of the project. Newsletters shall have the quality of desk-top publishing and be comparable to the previous CFX work efforts. Distribution of the newsletters will coincide with key project milestones as follows:

- Project Kick-off
- Public Meeting / Workshop
- Project Completion

The CONSULTANT will distribute Newsletters to all interested parties, public officials, property owners, special interest groups, etc. as identified above. Distribution of the Newsletter may involve direct mail as well as distribution through various media such as public schools, churches, civic organizations, public libraries, etc.

7.10 Project Webpage

The CONSULTANT shall provide information about the Study to CFX for inclusion in their Webpage. After initial posting of the project information, the CONSULTANT shall provide updated information to CFX three (3) times during the Study.

8.0 Data Collection

Immediately following the Notice to Proceed, the CONSULTANT shall begin data collection. The information collected should include all data necessary to adequately identify and evaluate the alternative mobility programs.

The CONSULTANT shall make maximum use of existing information available from state, regional and local resources, along with information developed during the recent previous OCX study. The data base information shall be compatible for use on base maps used for public presentations, corridor maps, and alternative plans.

The CONSULTANT shall obtain all documents prepared as part of the Alternative Corridor Evaluation (ACE) study performed by Inwood Consulting Engineers on behalf of the Florida Department of Transportation (District 5) and the Osceola County Expressway Authority. The CONSULTANT will review all ACE documents and will utilize and incorporate all relevant data / analyses / findings / etc. into this Study. The CONSULTANT shall identify any changed conditions, verify adherence to CFX design criteria and perform an in-depth evaluation of the

ACE findings, recommendations and commitments. Within 30 days from Notice To Proceed, the CONSULTANT shall prepare a technical memorandum (ACE Review Technical Memorandum) summarizing the results of their evaluation and providing recommendations to be incorporated into the Study.

8.1 Aerial Photography

The CONSULTANT shall use aerial photography as the basis for plotting various data necessary for planning, engineering and environmental analysis, and presentation of the alternative mobility programs. Copies of aerial photography are the prime source of information used to convey project considerations. Existing available aerial photography will be utilized and the digital aerial photography should be compatible with Microstation.

Generally, controlled aerial mapping at a scale of 1" = 200' to 1" = 2000' will be used as the basis for plotting various data necessary to conduct detailed analyses. The CONSULTANT will recommend mapping scales for approval by CFX.

8.2 Traffic Data

The GEC and/or T&E consultant will provide existing traffic data for the expressway system in the Study area. The CONSULTANT shall collect any additional data for the study corridor and surrounding roadway network as needed, but is not expected to conduct machine or other forms of manual field counts.

8.3 Transportation Plans

The CONSULTANT shall collect and summarize at a minimum:

- METROPLAN ORLANDO Long Range Transportation Plan
- Polk TPO Long Range Transportation Plan
- Orange County Comprehensive Plan
- Osceola County Comprehensive Plan
- Polk County Comprehensive Plan
- LYNX System Plans
- Non-motorized modes, including bikeways and pedestrian walkways
- Other applicable transportation plans

8.4 Land Use and Development Plans

The CONSULTANT shall collect all adopted land use plans within and adjacent to the Study corridor. Additionally, the CONSULTANT will, at a minimum, communicate with staff at Orange County, Osceola County, Polk County (and the appropriate city staffs), East Central Florida Regional Planning Council and corridor stakeholders to collect information on planned developments that may influence the analysis and outcome of this Study.

8.5 Physical / Natural Environmental Information

The CONSULTANT will collect information on the existing physical and natural environment from published resources. Information to be collected will include, but is not limited to the following:

- Roadways
- Socioeconomic Characteristics (schools, churches, community centers, etc.)
- Utilities
- Archaeological and Historical Resources
- Recreational
- Wildlife and habitat
- Farmlands
- Major wetland features,
- Surface water bodies,
- Outstanding Florida Waters, Wild and Scenic Rivers and Aquatic preserves, if any,
- Floodplains
- Contamination
- Conservation areas
- Other unique natural features that may influence the analysis and outcome of this Study

8.6 Interagency and Stakeholder Coordination

The CONSULTANT will be required to initiate and maintain coordination with the local governments, FDOT and corridor stakeholders to ensure the Study Team has a firm understanding of the approved and proposed development plans including transportation facilities, land uses, magnitude and timing.

8.7 Study Area Base Maps

The CONSULTANT will prepare base maps for the Study corridor that will be used throughout the Study for public involvement presentations, corridor maps, and alternative plans. All major environmental features should be identified and plotted as well as all current and projected lands uses and development plans collected throughout the coordination process. The CONSULTANT should clearly identify any Study area constraints or fatal flaws. Likewise, the CONSULTANT should identify any opportunities that could have substantive influence on potential alternative mobility programs.

8.8 Confirm Corridor Limits

Upon completion of the data collection efforts and identification of unique corridor characteristics, the CONSULTANT will reaffirm the corridor limits.

8.9 Data Collection Summary Technical Memorandum (Deliverable)

The CONSULTANT will summarize the data collection effort in the Existing Conditions Technical Memorandum (Tech Memo). The Tech Memo will document all of the data collection efforts and will include identification of unique corridor features that will materially influence the development and evaluation of alternative mobility programs. Any “fatal flaws” should be clearly identified in this document. The contents of the Tech Memo will be incorporated in the final Study document.

9.0 Establish Purpose and Need

The Purpose and Need Statement will provide the basis for evaluating the effectiveness of each mobility alternative in meeting the corridor’s transportation needs and shall be developed to

meet the requirements of a potential future PD&E study.

The CONSULTANT will evaluate current and future year population, population densities, major employment centers and densities, traffic and truck forecasts, weekend and recreational traffic and other characteristics of the Study corridor. The evaluation will include a discussion of demographic shifts and emerging population, employment and housing trends. Development and land use patterns will be evaluated to identify major trip generators and/or communities that are currently, or will be in the future, in need of regional mobility improvements.

Under this task the CONSULTANT will identify the corridor mobility needs and document issues sufficiently to guide the development and refinement of mobility alternatives. The CONSULTANT will prepare a formal Purpose and Need statement for review, comment and approval by CFX and the GEC.

10.0 Mobility Program Alternatives

In this portion of the Study, the CONSULTANT will develop and evaluate alternative mobility programs that could satisfy the Study's Purpose and Need. The alternative mobility programs could include one or more of the following transportation elements:

- Limited Access Tolloed Expressways
- Buses, fixed guideways, bus rapid transit systems, other mass transit technologies
- Intermodal facilities, including park and ride lots

10.1 No-Build Alternative

The CONSULTANT will develop and evaluate a No-Build scenario. This scenario will be based on the assumption that CFX does not implement a mobility program within the corridor above and beyond what the local governments and private entities have in their plans. The evaluation results should definitively relate to the Purpose and Need statement.

10.2 Develop Alternative Mobility Programs

The CONSULTANT will develop up to three (3) alternative mobility programs, consisting of one or more of the listed mobility elements. The level of detail expected for each mobility element proposed is provided below.

- **Limited Access Tolloed Expressway (Expressway)** - The CONSULTANT will develop conceptual alignments in accordance with the design criteria provided in Section 12.0 of the Scope. At a minimum, the CONSULTANT will identify logical termini, prepare typical sections, identify potential bridge and interchange locations (including potential feeder road connections), delineate potential right of way requirements, and estimate potential impacts to critical corridor features. Enough detail will be required to enable the preparation of a reasonable cost estimate and impact evaluation, which the CONSULTANT will also provide.
- **Mass Transit Technology** – The CONSULTANT will identify a single or a range of potential mass transit technologies that could reasonably serve the projected mobility need. For each identified technology the CONSULTANT will provide a conceptual alignment and logical termini; and an overview of the operating parameters (headways, service times, etc.), station locations, capital costs and annual operation and maintenance costs.

- **Intermodal Facilities** – The CONSULTANT will identify potential locations for any proposed intermodal facilities. Approximate size and property requirements must also be estimated. Additionally, a description of the potential transportation modes and their interaction at the facilities will be required.

The CONSULTANT will plot each mobility program alternative on the base map to clearly reflect the limits and scope of the alternative.

The CONSULTANT will provide a conceptual implementation schedule for each mobility program alternative that is based on the anticipated development schedule and mobility needs of the corridor. Phased implementation of the overall Mobility Program is acceptable, however, the schedule must clearly indicate the phasing and the triggers for each phase.

The CONSULTANT will present the three alternative mobility programs to CFX and the GEC for review, comment, refinement and approval.

10.3 Evaluate and Refine Mobility Programs

The CONSULTANT will evaluate the unique elements, benefits and impacts of each mobility alternative and summarize in a matrix. The primary evaluation efforts are described below:

- The CONSULTANT will coordinate with the T&E consultant to develop conceptual traffic and revenue forecasts for each mobility program alternative to determine how effective each is at satisfying the Purpose and Need and estimate its financial viability.
- The CONSULTANT will prepare conceptual costs for each alternative. The costs will address initial capital costs such as design, right of way acquisition and construction, as well as vehicle / technology procurement for each alternative that includes a multimodal element. Costs for annual operations and maintenance of each alternative will also be estimated.
- The CONSULTANT will estimate impacts to the physical and natural environment. This analysis should address not only potential impacts resulting from the proposed alternatives, but also include a discussion of the steps needed to accomplish the environmental approval and possible mitigation.

Upon completion of the evaluation of the alternative mobility programs, the CONSULTANT will present the evaluation results to CFX, the GEC and the T&E consultant for review, comment and refinement.

10.4 Financial Viability Analysis

Using the potential mobility program project costs, the CONSULTANT will support the project Viability assessment performed by the T&E consultant in accordance with the Interlocal Agreement.

10.5 Concept, Feasibility and Mobility Study Report (Deliverable)

The CONSULTANT will document the alternative mobility program development and evaluation effort in the ***Concept, Feasibility and Mobility Study Report (Report)***. In general, the CONSULTANT will provide documentation for all of the major work efforts of the Study,

including but not limited to the following:

- Data Collection / Existing Conditions (As documented in the Technical Memorandum)
- Corridor Confirmation (As documented in the Technical Memorandum)
- Purpose and Need (As previously approved)
- Alternative Mobility Program Development
- Alternatives Mobility Program Evaluation
- Viability Evaluation
- Conclusions and Recommendations

The GEC will provide a DRAFT report outline to the CONSULTANT prior to initiating the documentation process to help ensure the Report adequately addresses all pertinent aspects of the Study.

11.0 Deliverables

The CONSULTANT will provide the following documents / deliverables.

- Corridor Base Maps
- Public Involvement Plan
- ACE Evaluation Review Technical Memorandum (Tech Memo) – Draft and Final
- Existing Conditions Technical Memorandum (Tech Memo) – Draft and Final
- Purpose and Need Statement – Draft and Final
- Concept, Feasibility and Mobility Study Report (Report) – Draft and Final
- Public Meeting / Workshop Summary – Draft and Final

Five (5) professionally bound copies and a pdf of each draft / final submittal will be required for all deliverables except the Final ***Concept, Feasibility and Mobility Study Report***, of which 20 professionally bound copies and a pdf will be required.

12.0 Design Criteria

See Table depicting Design Criteria below:

Development of this project will be guided by the basic design criteria listed below.

Design Element	Design Standard	Source
<u>Design Year</u>	2045	- Scope of Services
<u>Design Vehicle</u>	WB-62FL/WB-67	- AASHTO 2004, Pg. 18 - FDOT PPM Vol. I, p 1-19
<u>Design Speed</u> Rural Freeway Urban Freeway Urban Arterial Rural Arterial Other Frontage Road Service Road Access Road Ramp Directional Loop	70 mph 60 mph 45 mph ¹ 55 mph 45 mph 50 mph As appropriate 50 mph 30 mph	- FDOT PPM Vol. I, Tbl. 1.9.1, 1.9.2
<u>Lane Widths</u> Freeway Ramp 1-lane 2-lane Turning Roadway Arterial Collector/Service Road Bicycle Rural/Urban	12-ft 15-ft 24-ft Case dependent 12-ft 12-ft 5-ft/4-ft (designated or undesignated)	- FDOT PPM Vol. I, Tbl. 2.1.1, 2.1.2, 2.1.3 & 2.14.1

Design Element	Design Standard	Source																																								
<u>Cross Slope (lanes 1-way)</u> Roadway 2-lane (2) 3-lane (3) 4-lane (4) ₂ Bridge Section	-0.02 ft/ft (2) -0.02 ft/ft (2), -0.03 ft/ft (1) +0.02 ft/ft (1), -0.02 ft/ft (2), -0.03 (2) -0.02 (typical, uniform, no slope break)	- FDOT PPM Vol. I, Fig. 2.1.1 - PPM Vol. I, Sect. 2.1.5																																								
<u>Max. Lane "Roll-over"</u> DS 35 mph DS 35 mph	4.0% 5.0% (between though lane & aux. lane) 6.0% (between though lane & aux. lane)	- FDOT PPM Vol. I, Fig. 2.1.1 - PPM Vol. I, Table 2.1.4																																								
<u>Median Width</u> Freeway DS 60 mph DS 60 mph All Arterial & Collector DS 45 mph DS 45 mph Offset Left Turn Lanes Median width 30-ft Median width 30-ft	60 to (64-ft*) 40-ft 26-ft (with barrier) 22-ft 40-ft Parallel offset lane Taper offset lane	- FDOT PPM Vol. I, Tbl. 2.2.1 - FDOT PPM Vol. I, Sect. 2.13.3 & Fig. 2.13.2 - AASHTO Exh. 9-98																																								
<u>Shoulder Width (lanes 1-way)</u> Freeway 3-lane or more 2-lane Ramp 1-lane 2-lane Aux. Lane Arterial & Collector (Norm. volume) 2-lane divided 1-lane undivided Service Road, 2-Lane, 2-Way, Undivided	<table><thead><tr><th colspan="2">Total (ft)</th><th colspan="2">Paved (ft)</th></tr><tr><th>Outside</th><th>Left</th><th>Outside</th><th>Left</th></tr></thead><tbody><tr><td>12</td><td>12</td><td>10</td><td>10</td></tr><tr><td>12</td><td>8</td><td>10</td><td>4</td></tr><tr><td>6</td><td>6</td><td>4</td><td>2</td></tr><tr><td>10</td><td>8</td><td>8</td><td>4</td></tr><tr><td>12</td><td>N/A</td><td>10</td><td>N/A</td></tr><tr><td>10</td><td>8</td><td>5</td><td>0</td></tr><tr><td>10</td><td>N/A</td><td>5</td><td>N/A</td></tr><tr><td>10</td><td>10</td><td>5</td><td>5</td></tr></tbody></table>	Total (ft)		Paved (ft)		Outside	Left	Outside	Left	12	12	10	10	12	8	10	4	6	6	4	2	10	8	8	4	12	N/A	10	N/A	10	8	5	0	10	N/A	5	N/A	10	10	5	5	- FDOT PPM Vol. I, Tbl. 2.3.1 to 2.3.4, Fig. 2.3.1 - Design Standards Index No. 510
Total (ft)		Paved (ft)																																								
Outside	Left	Outside	Left																																							
12	12	10	10																																							
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12	N/A	10	N/A																																							
10	8	5	0																																							
10	N/A	5	N/A																																							
10	10	5	5																																							
<u>Shoulder Cross Slope</u> <u>Max. Shoulder "Roll-over"</u>	0.06 7.0%	- -																																								
<u>Bridge section (lanes 1-way)</u> 2-lane 3-lane or more 1-lane ramp 2-lane ramp Service Road, 2-Lane, 2-Way, Undivided	10 10 6 10 10	6 10 6 6 10	- - - - -																																							
<u>Border Width</u> Freeway Ramp Arterial/Collector DS 45 mph DS 45 mph Arterial/Collector (Curb & Gutter) DS = 45 mph DS 40 mph	94-ft, (94-ft desirable) 94-ft, (L.O.C. plus 10-ft as minimum) 40-ft 33-ft 14-ft (12-ft with bike lane) 12-ft (10-ft with bike lane)	- FDOT PPM Vol. I, Tbl. 2.5.1, 2.5.2 - (CFX Policy) ₃																																								

Design Element	Design Standard		Source
<u>Roadside Slopes</u> Front slope Front slope (curb & gutter) Back slope Back slope (curb & gutter)	Fill Height (ft)	Rate	- FDOT PPM Vol. I, Tbl. 2.4.1 - (CFX Policy) ₃ Use 1:3 slopes, avoid 1:2 slopes except where as necessary
	0.0-5	1:6	
	5-10	1:6 to CZ & 1:4	
	10-20	1:6 to CZ & 1:3	
	> 20	1:2 with guardrail (Use 10-ft bench at half the height of fill)	
	All	1:2 not flatter than 1:6	
	All	1:4 or 1:3 w/ standard width trap. ditch & 1:6 front slope	
		1:2 not flatter than 1:6	
<u>Max. Grade / Max. Change in Grade</u> Freeway (Rural / Urban) Ramp Directional Loop Arterial Rural Urban Collector Frontage Road/Service Road Min. Grade Curb & Gutter	Max. Grade		- FDOT PPM Vol. I, Tbl. 2.6.1, 2.6.2 - FDOT PPM Vol. I, Tbl. 2.6.4
	3.0%		
	0.20% / 0.40%		
	5.0%		
	0.60%		
	7.0%		
	1.00%		
	3.5%		
	0.50%		
	6.0%		
0.70%			
6.5% to 9.0%			
-			
8.0%			
0.70%			
0.3%			
-			
<u>Minimum Stopping Sight Distance</u> (Grades 2.0%)	Dsgn. Speed (mph)	Distance (ft)	- FDOT PPM Vol. I, Tbl. 2.7.1
	70	730	
	60	570	
	55	495	
	50	425	
	45	360	
	30	200	
<u>Decision Sight Distance</u> (Per avoidance maneuver)	Dsgn. Speed (mph)	Distance (ft)	- AASHTO Exh. 3-3
	70	780-1445	
	60	610-1280	
	55	535-1135	
	50	465-1030	
	45	395-930	
	30	220-620	
<u>Horizontal Curve Length</u> Freeway Others <u>Max. Curvature (Degree of Curve)</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional DS = 30 mph Loop	V = Design Speed 30V (15V min.) 15V (400-ft min.)		- FDOT PPM Vol. I, Tbl. 2.8.2a - FDOT PPM Vol. I, Tbl. 2.8.3
	3 30' 00"		
	5 15' 00"		
	6 30' 00"		
	8 15' 00"		
	8 15' 00"		
	8 15' 00"		
	8 15' 00"		
	24 45' 00"		
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	24 45' 00"		

Design Element	Design Standard			Source
<u>Superelevation Transition</u> Tangent Curve Spirals	80% (50% min.) 20% (50% min.) (Curves < 1°30' 00" do not use spirals),			- FDOT PPM Vol. I, Sect. 2.9 - (CFX Policy),
<u>Superelevation Rates</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional DS = 30 mph Loop	e_{max}	SE Trans. Rate		- FDOT PPM Vol. I, Tbl. 2.9.1, 2.9.2, 2.9.3, 2.9.4 - Design Standards Ind. No. 510,511 - AASHTO Exh. 3-28
	0.10 0.10	1:200 ₅ 1:225		
	0.10 0.05	1:225 1:150		
	0.05 0.10	1:150 1:200		
	0.10 0.10	1:200 1:150		
<u>Vertical Curves</u> Length , L = KA	Dsgn. Speed (mph)	K-value CrestSag		- FDOT PPM Vol. I, Tbl. 2.8.5, 2.8.6 - AASHTO Exh. 3-72 (crest), 3-75 (sag) - CFX Policy, Note: FDOT K-values for "ALL OTHER FACILITIES" are desirable
	70 60 55 50 45 30	401 245 185 136 98 31	181 136 115 96 79 37	
<u>Minimum Lengths</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional DS = 30 mph Loop	Crest	Sag		
	500-ft 400-ft	400-ft 300-ft		
	350-ft 135-ft	250-ft 135-ft		
	135-ft 300-ft	135-ft 200-ft		
	300-ft 90-ft	200-ft 90-ft		
<u>Ramps</u> Ramp Terminals Length Taper	<u>Entrance</u> "Parallel-Type" 900 to 1200-ft 300-ft (25:1)	<u>Exit</u> "Taper-Type" 550-ft (2° to 5°, 3° desirable)		- Design Standards Ind. No. 525 - AASHTO Pg. 850-856
Minimum Spacing Entrance to Exit ⁶ Exit to Entrance to Entrance Exit to Exit Turning Roadways	1,600 to 2,000-ft 500-ft 1,000-ft 1,000-ft 600 to 800-ft			- AASHTO Exh. 10-68, Pg. 844

Design Element	Design Standard	Source
<u>Lane Drop Taper</u>	$L = WS$ (DS = 45 mph) $L = WS^2/60$ (DS \leq 40 mph) 50:1 min, 70:1 desirable (freeways)	- Design Standards Ind. No. 525,526 - AASHTO Pg. 818
<u>Clear Zone</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional 1 to 2-lane DS = 30 mph Loop 1 to 2-lane	36-ft 30-ft 4-ft (Curb & Gutter) As appropriate 4-ft (Curb & Gutter) 24-ft 14-ft to 24-ft 10-ft to 18-ft	- FDOT PPM Vol. I, Tbl. 2.11.11
<u>Vertical Clearance</u> Over Roadway Over Railroad Sign over Roadway Over Water	16'-6" 23'-6" 17'-6" 12'-0" min.	- FDOT PPM Vol. I, Tbl. 2.10.1 to 2.10.4, Sect. 2.10.1
<u>Limited Access Limits</u> Rural Urban Crossroad overpass/no interchange	300-ft min. 100-ft min 200-ft	- FDOT PPM Vol. I, Sect. 2.14.1

Ramp Operations

- Two thousand (2,000) ft. between entrance and exit terminals - full freeways
- Six hundred (600) ft. between exit and entrance terminals
- Entrance Ramp Taper of 900 ft. (1° - convergence)
- Exit Ramp Taper of 550 ft. (3° - divergence)

Right-of-way

- Ten (10) ft. from back of walls or limit of construction.
- Two (2) ft. from back of sidewalk on frontage roads.
- Drainage and construction easements as required.
- Ninety-four (94) ft. from ramp or mainline traveled way desirable for limited access ROW.
- Limited access right-of-way limits per Index 450.

EXHIBIT B

METHOD OF COMPENSATION

EXHIBIT "B"
METHOD OF COMPENSATION

1.00 PURPOSE:

This Exhibit describes and defines the limits of compensation to be made to the CONSULTANT for the services set forth in Exhibit "A" of this Agreement and the method by which payments shall be made.

2.00 AMOUNT OF COMPENSATION:

2.10 CFX agrees to pay the CONSULTANT for the performance of services described in Exhibit "A" an amount not to exceed a Total Maximum Limiting Amount of \$1,156,000.00.

2.11 The Total Maximum Limiting Amount for the project assigned under this Agreement shall include:

- A Limiting Amount for Salary Related Costs consisting of the sum of actual salary and wages and the applicable administrative overhead and payroll burden (fringe benefits) costs;
- A Fixed Fee as the Operating Margin or profit paid for the professional services described in this Agreement;
- A Lump Sum Amount for Expenses;
- A Limiting Amount for Subconsultants (as identified in paragraph 5.0 of the Agreement for Professional Services);
- An Allowance Amount for CFX to utilize as necessary.

2.12 The Total Maximum Limiting Amount for the project assigned under this Agreement shall consist of the following:

RS&H, INC.

Total Activity Salary Costs	<u>\$254,261.05</u>
(a) Overhead Additives	
(1) Combined (<u>189.90%</u>)	482,841.73
Subtotal (Salary + Overhead)	<u>737,102.78</u>
(b) Lump Sum for Operating Margin (<u>10.6926%</u>)	<u>78,815.45</u>
Subtotal (Salary Related)	<u>815,918.23</u>
(c) Direct Expenses - Lump Sum (Prime)	<u>6,719.51</u>
BASIC FEE	<u>822,637.74</u>
(d) Subcontracts (Limiting Amount)	<u>227,755.46</u>
(e) Allowance	<u>105,606.80</u>
TOTAL MAXIMUM LIMITING AMOUNT	<u>\$1,156,000.00</u>

2.13 It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient funding remains within the Total Maximum Limiting Amount stated above in Section 2.12 to complete the services for the project. Changes in the Total Maximum Limiting Amount for the project shall require execution of a Supplemental Agreement. The CONSULTANT is obligated to complete project services within the Total Maximum Limiting Amount established herein.

3.00 ALLOWABLE COSTS:

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

3.10 Direct Salaries and Wages: All direct salaries and wages of the CONSULTANT and Subconsultants (as identified in paragraph 5.0 of the Agreement for Professional Services) for time expended by personnel in the performance of the work (exclusive of unit price based work performed by Class 2 Subconsultants); however, this shall specifically exclude salaries and payroll burden of Corporate Officers and Principals when expended in the performance of indirect functions.

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

- Straight Overtime: Straight overtime shall be the portion of overtime compensation paid for employees at the straight time hourly rate and shall be burdened with overhead and fringe benefits.
- Premium Overtime: Premium overtime costs shall be the portion of overtime compensation paid in excess of the straight time hourly rate and shall not be burdened with overhead and fringe benefits.
- Payment of Overtime: Straight Overtime or Premium Overtime shall be paid in accordance with the CONSULTANT'S overtime policies and practices, provided that such compensation plan or practice is so consistently followed, in effect, to imply an equitable treatment of overtime to all the CONSULTANT'S clients.

Premium Overtime is not authorized unless approved in writing by CFX's Project Manager.

3.11 Indirect Charges: Administrative overhead and payroll burden costs not to exceed a combined maximum rate of 189.90% when applied to the CONSULTANT'S chargeable salaries and wages. Administrative overhead and payroll burden costs for Subconsultants shall be as established in Exhibit "C".

3.12 Expenses: A Lump Sum Amount shall be paid to the CONSULTANT and all Subconsultants for miscellaneous and out-of-pocket expenses as established in Exhibit "C".

3.13 Class 2 Subconsultants: Compensation shall be based on a unit price basis not to exceed the limiting amount established herein. The unit prices acceptable for this agreement shall be at the unit prices established in Exhibit "C".

3.14 Field Survey by subconsultant: Compensation shall be based on a unit price basis not to exceed the limiting amount established herein. The unit prices acceptable for this agreement shall be at the unit prices established in Exhibit "C".

3.15 Fixed Fee: Fixed Fee is the operating margin paid to the CONSULTANT and the Subconsultants for the professional services described in this Agreement (exclusive of unit price based work performed by Class 2 Subconsultants). The fixed fee shall remain fixed regardless of the relation of the actual salary related costs to the estimated salary related costs and regardless of any extension of contract time granted pursuant to paragraph 4.0 of the Agreement for Professional Services. Salary related costs are defined as the sum of direct salaries and wages and the applicable administrative overhead and payroll burden costs.

4.00 METHOD OF PAYMENT:

Unless increased, no more than the Total Maximum Limiting Amount provided for in Section 2.00 shall be paid by CFX to the CONSULTANT as follows, subject to the provisions of Section 3.00 above:

4.10 The CONSULTANT shall be reimbursed monthly for authorized services performed. Payment to the CONSULTANT shall be in an amount to cover costs incurred during the preceding month for actual direct salary and wages, a provisional allowance for the administrative overhead and payroll burden, a portion of Lump Sum expenses and Subconsultant Costs, plus an allowance for Fixed Fee (Operating Margin), less retainage.

The basis for all CONSULTANT and Class 1 Subconsultant (as defined in Section 5.0 in the Agreement for Professional Services) invoices shall be the actual employee salary and wages at the time work was performed on the project by such employee. Staff classification maximum rates have been established in Exhibit "C" for the CONSULTANT and all Class 1 Subconsultants. It is understood that the staff classification maximum rates shall not be exceeded without prior written approval from CFX. It is further understood that the staff classification average rates used to generate the Total Maximum Limiting Amount in Exhibit "C" will not be revised throughout the term of the Agreement. All future Supplemental Agreements executed as part of this Agreement shall be based on the negotiated staff classification average rates detailed in Exhibit "C". Class 2 Subconsultants shall prepare their invoices in accordance with the provisions of Section 3.13.

4.11 The combined provisional allowance for administrative overhead and payroll burden, expressed as a percentage of salary related costs, for the CONSULTANT is 189.90 percent.

The provisional allowance for administrative overhead and fringe benefits established herein will be adjusted, as necessary, upon completion of an interim audit during the term of the project, or a post audit following project completion, subject to the following limitations:

- The combined allowance for administrative overhead and fringe benefits shall not exceed 189.90%; and
- Adjustments to the combined allowance for administrative overhead and fringe benefits shall not increase the compensation to the CONSULTANT beyond the Total Maximum Limiting Amount.

4.12 The Fixed Fee (Operating Margin) approved by CFX to be paid to the CONSULTANT for the services set forth in this Agreement is established as shown in Section 2.12 of this Exhibit "B".

The CONSULTANT shall earn monthly a portion of its approved fixed fee at 10.6926 percent of actual approved salary related costs. Accumulated fixed fee earnings are subject to the aforementioned fixed fee amount. When project services have been satisfactorily completed, the difference between the approved and previously earned fixed fee shall be due and payable to the CONSULTANT and Subconsultants (exclusive of unit price based work performed by Class 2 Subconsultants).

4.13 The CONSULTANT shall earn a portion of its established Lump Sum expense cost in the amount equal to such Lump Sum equally distributed over the project's anticipated duration. Any balance due the CONSULTANT upon completion of a project shall be paid in the final invoice.

4.14 The CONSULTANT shall be compensated for Subconsultant Services in accordance with Section 3.00 of this Exhibit "B" for actual work performed.

4.15 Payments to the CONSULTANT shall be subject to retainage. Retainage shall be calculated as a percent of the sum of salary costs, administrative overhead and payroll burden, and operating margin. No retainage shall be withheld on expenses or Subconsultant Services.

CFX shall withhold from monthly payments a retainage of ten percent (10%) until fifty percent (50%) of the work is completed, and five percent (5%) thereafter until all work is completed. Retainage withheld at project completion shall be released to the CONSULTANT upon satisfactory completion of all services and acceptance of all deliverables by CFX.

4.16 The CONSULTANT shall be responsible for the consolidation and submittal of one (1) original monthly invoice, in the form and detail established or approved by CFX. All payments on such invoices are conditional and subject to adjustment as a result of a final audit as to the allowability of costs in accordance with this Agreement. Invoices shall

include an itemization and substantiation of costs incurred. The itemization must include the amount budgeted, current amount billed, total billed to date and amount to complete.

4.17 The CONSULTANT shall promptly pay all subconsultants their proportionate share of payments received from CFX.

4.18 CFX reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by CFX. Any and all such payment previously withheld shall be released and paid to CONSULTANT promptly when the work is subsequently satisfactorily performed notwithstanding paragraph 4.0 of the Agreement for Professional Services.

5.00 PROJECT CLOSEOUT:

5.10 Final Audit: The CONSULTANT shall permit CFX to perform or have performed an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under this Agreement are subsequently properly disallowed by CFX because of accounting errors or charges not in conformity with this Agreement, the CONSULTANT agrees that such disallowed amounts are due to CFX upon demand. Further, CFX shall have the right to deduct from any payment due the CONSULTANT under any other contract between CFX and the CONSULTANT an amount sufficient to satisfy any amount due and owing CFX by the CONSULTANT under this Agreement. Final payment to the CONSULTANT shall be adjusted for audit results.

5.11 Certificate of Completion: Subsequent to the completion of the final audit, a Certificate of Completion will be prepared for execution by both parties stating the total compensation due the CONSULTANT, the amount previously paid, and the difference.

Upon execution of the Certificate of Completion, the CONSULTANT shall either submit a termination invoice for an amount due or refund to CFX for the overpayment, provided the net difference is not zero.

EXHIBIT C

DETAILS OF COST AND FEES

**Concept, Feasibility & Mobility Study for the
Southport Connector Expressway**

Effective dates for Additional Personnel forms

Contract # 001250

Consultant (Class I only)	Effective Date
RS&H, Inc.	2/10/2017
The Balmoral Group, LLC	1/13/2017
Parsons Brinckerhoff, Inc.	2/9/2017
Southeastern Archaeological Research Inc.	1/20/2017

**Concept, Feasibility & Mobility Study for the
Southport Connector Expressway**

Contract Multiplier Worksheet

Contract # 001250

Consultant Name	Audited Overhead	Fixed Fee	Multiplier
RS&H, Inc.	189.90%	10.6926%	3.21
The Balmoral Group, LLC	135.52%	12.0000%	2.64
Myra Planning & Design, LLC	171.53%	11.8377%	3.04
Nadic Engineering Services, Inc.	332.79%	6.1015%	4.59
Parsons Brinckerhoff, Inc.	152.09%	12.0000%	2.82
Southeastern Archaeological Research Inc.	116.05%	12.0000%	2.42

**RS&H, Inc.
Southport Connector Expressway
Contract # 001250**

Class I	Max Salary (based on category high)
Project Manager	\$105.22
Chief Engineer	\$98.51
Senior Engineer	\$77.47
Project Engineer	\$55.70
Engineer	\$41.70
Engineering Intern	\$34.47
Senior Planner	\$76.53
Planner	\$44.55
Senior Scientist	\$54.32
Scientist	\$37.96
Designer	\$45.64
Technician	\$39.95
Secretary/Clerical	\$26.54

**The Balmoral Group, LLC
Southport Connector Expressway
Contract # 001250**

Class I	Max Salary (based on category high)
Project Manager	\$57.69
Chief Engineer	\$68.75
Senior Project Engineer	\$54.74
Project Engineer	\$45.00
Engineer	\$38.00
Engineering Intern	\$28.84
Engineering Technician	\$14.00
Senior Designer	\$34.05
Research Economist/GIS Specialist	\$28.98

**Myra Planning and Design, LLC
Southport Connector Expressway
Contract # 001250**

Class II	Unit Prices
Senior Certified Planner	\$160.00

Nadic Engineering Services, Inc.
Southport Connector Expressway
Contract # 001250

Class II	Unit Prices
Project Manager	\$271.77
Senior Engineer	\$239.05
Sr Project Engineer	\$216.69
Engineer	\$132.83
Engineering Intern	\$116.04
Sr. Engineering Technician	\$105.20
Sr. Cadd Designer	\$112.09
Secretary/Clerical	\$76.74

I. FIELD EXPLORATION:

1. Crew & Equipment Mobilization:

a. 600-Mobilization - Crosshole Sonic Logging (CSL) Equipment	Ea.	
b. 601-Mobilization - Tugboat	Ea.	
c. 602-Mobilization - Vibration Monitoring Equipment	Ea.	
d. 603-Mobilization Asphalt Coring Equipment	Ea.	\$550.0
e. 604-Mobilization Barge Large	Ea.	\$16,000.0
f. 605-Mobilization Barge Small	Ea.	\$12,000.0
g. 606-Mobilization Concrete Coring	Ea.	\$550.0
h. 607-Mobilization Cone Penetrometer Test Rig	Ea.	\$600.0
i. 608-Mobilization Drill Rig Amphibious	Ea.	\$12,000.0
j. 609-Mobilization Drill Rig Barge Mount	Day	\$16,000.0
k. 610-Mobilization Drill Rig Track Mount	Ea.	\$2,400.0
l. 611-Mobilization Drill Rig Trailer Mount	Day	
612-Mobilization Drill Rig Truck Mount	Ea.	\$450.0
613-Mobilization Mini-Shaft Inspection Device	Ea.	
614-Mobilization Mudbug/All Terrain Vehicle	Ea.	\$600.0
615-Mobilization Pile Driving Analyzer Equipment	Ea.	
616-Mobilization Pile Integrity Tester Equipment	Ea.	
617-Mobilization Skid Rig	Ea.	
618-Mobilization Support Boat	Day	\$100.0
619-Mobilization Tri-Pod	Ea.	\$2,000.0
700-MOT Arrow Board	Day	\$120.0
701-MOT Attenuator Truck	Day	\$1,400.0
702-MOT Channelizing Devices – Type I, II, VP, Drum (each)	Day	
703-MOT Light Tower	Day	
704-MOT Portable Changeable Message Sign (PCMS)	Day	\$150.0
705-MOT Portable Lighting	Day	\$150.0
706-MOT Portable Sign	Day	\$150.0
707-MOT Post Mounted Sign	Day	\$120.0
708-MOT Provide Channelizing Devices – Cone	Day	\$5.0
709-MOT Radar Speed Display Unit (RDSU)	Day	
710-MOT Shadow Vhcle w/ Adv. Warning Arrow & Attenuator	Day	\$120.0
711-MOT Shadow Vhcle w/ Advanced Warning Arrow Board (AWA)	Day	\$1,400.0
712-MOT Support Vehicle	Day	\$75.0

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

Truck/Mud Bug:

a. 478-Geo SPT Truck/Mud Bug 0-50 Ft	LF	\$12.40
b. 479-Geo SPT Truck/Mud Bug 50-100 Ft	LF	\$15.00
c. 480-Geo SPT Truck/Mud Bug 100-150 Ft	LF	\$19.50
d. 481-Geo SPT Truck/Mud Bug 150-200 Ft	LF	\$25.00
e. 482-Geo SPT Truck/Mud Bug 200-250 Ft	LF	\$32.00

Barge/Track/Amphibious

a. 473-Geo SPT Barge/Track/Amphibious 0-50 Ft	LF	\$18.00
b. 474-Geo SPT Barge/Track/Amphibious 50-100 Ft	LF	\$22.50
c. 475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	\$28.50
d. 476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	\$36.00
e. 477-Geo SPT Barge/Track/Amphibious 200-250 Ft	LF	\$45.00

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

Truck/Mud Bug:

a. 462-Geo Rock Coring Truck/Mud Bug 0-50 Ft 4" ID & over	LF	\$35.00
b. 463-Geo Rock Coring Truck/Mud Bug 0-50 Ft less than 4" ID	LF	\$30.00
c. 464-Geo Rock Coring Truck/Mud Bug 50-100 Ft 4" ID over	LF	\$42.00

d. 465-Geo Rock Coring Truck/Mud Bug 50-100 Ft less than 4" ID	LF	\$35.00
e. 466-Geo Rock Coring Truck/Mud Bug 100-150 Ft 4" ID & over	LF	\$48.00
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	\$40.00
468-Geo Rock Coring Truck/Mud Bug 150-200 Ft 4" ID & over	LF	\$58.00
469-Geo Rock Coring Truck/Mud Bug 150-200 Ft less than 4" ID	LF	\$50.00
470-Geo Rock Coring Truck/Mud Bug 200-250 Ft 4" ID & over	LF	\$70.00
471-Geo Rock Coring Truck/Mud Bug 200-250 Ft less than 4" ID	LF	\$60.00
Barge/Track/Amphibious		
a. 452-Geo Rock Coring Brg/Track/Amph 0-50 Ft 4" ID & over	LF	\$50.00
b. 453-Geo Rock Coring Brg/Track/Amph 0-50 Ft less than 4" ID	LF	\$45.00
c. 454-Geo Rock Coring Brg/Track/Amph 50-100 Ft 4" ID & over	LF	\$56.00
d. 455-Geo Rock Coring Brg/Track/Amph 50-100 Ft less than 4" ID	LF	\$50.00
e. 456-Geo Rock Coring Brg/Track/Amph 100-150 Ft 4" ID & over	LF	\$70.00
457-Geo Rock Corg Brg/Track/Amph 100-150 Ft less than 4" ID	LF	\$60.00
458-Geo Rock Corg Brg/Track/Amph 150-200 Ft 4" ID & over	LF	\$85.00
459-Geo Rock Corg Brg/Track/Amph 150-200 Ft less than 4" ID	LF	\$75.00
460-Geo Rock Corg Brg/Track/Amph 200-250 Ft 4" ID & over	LF	\$102.00
461-Geo Rock Corg Brg/Track/Amph 200-250 Ft less than 4" ID	LF	\$90.00
4. Grout Boreholes:		
Truck/Mud Bug:		
a. 440-Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft	LF	\$5.00
b. 441-Geo Grout Boreholes- Truck/Mud Bug 50-100 Ft	LF	\$6.00
c. 442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$8.00
d. 443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	\$10.00
e. 444-Geo Grout Boreholes- Truck/Mud Bug 200-250 Ft	LF	\$12.00
Barge/Track/Amphibious		
a. 435-Geo Grout Boreholes- Barge/Track/Amphibious 0-50 Ft	LF	\$7.50
b. 436-Geo Grout Boreholes- Barge/Track/Amphibious 50-100 Ft	LF	\$9.00
c. 437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	\$12.00
d. 438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF	\$15.00
e. 439-Geo Grout Boreholes- Barge/Track/Amphibious 200-250 Ft	LF	\$18.00
5. Temp Casing 3":		
Truck/MB:		
a. 488-Geo Temp Casing 3" Truck/Mud Bug 0-50 Ft	LF	\$8.00
b. 489-Geo Temp Casing 3" Truck/Mud Bug 50-100 Ft	LF	\$10.00
c. 490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	\$11.00
d. 491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	\$12.50
e. 492-Geo Temp Casing 3" Truck/Mud Bug 200-250 Ft	LF	\$15.00
B/T/A:		
a. 483-Geo Temp Casing 3" Barge/Track/Amphibious 0-50 Ft	LF	\$12.00
b. 484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	\$15.00
c. 485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	\$16.50
d. 486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF	\$18.75
e. 487-Geo Temp Casing 3" Barge/Track/Amphibious 200-250 Ft	LF	\$22.50
6. Temp Casing 4":		
Truck/MB:		
a. 498-Geo Temp Casing 4" Truck/Mud Bug 0-50 Ft	LF	\$9.00
b. 499-Geo Temp Casing 4" Truck/Mud Bug 50-100 Ft	LF	\$11.00
c. 500-Geo Temp Casing 4" Truck/Mud Bug 100-150 Ft	LF	\$13.00
d. 501-Geo Temp Casing 4" Truck/Mud Bug 150-200 Ft	LF	\$15.00
e. 502-Geo Temp Casing 4" Truck/Mud Bug 200-250 Ft	LF	\$17.00

B/T/A:

a. 493-Geo Temp Casing 4" Barge/Track/Amphibious 0-50 Ft	LF	\$13.50
b. 494-Geo Temp Casing 4" Barge/Track/Amphibious 50-100 Ft	LF	\$16.50
c. 495-Geo Temp Casing 4" Barge/Track/Amphibious 100-150 Ft	LF	\$19.50
d. 496-Geo Temp Casing 4" Barge/Track/Amphibious 150-200 Ft	LF	\$22.50
e. 497-Geo Temp Casing 4" Barge/Track/Amphibious 200-250 Ft	LF	\$25.50

6b. Temp Casing 6":

Truck/MB:

a. 508-Geo Temp Casing 6" Truck/Mud Bug 0-50 Ft	LF	\$13.00
b. 509-Geo Temp Casing 6" Truck/Mud Bug 50-100 Ft	LF	\$15.00
c. 510-Geo Temp Casing 6" Truck/Mud Bug 100-150 Ft	LF	\$18.00
d. 511-Geo Temp Casing 6" Truck/Mud Bug 150-200 Ft	LF	\$23.00
e. 512-Geo Temp Casing 6" Truck/Mud Bug 200-250 Ft	LF	\$28.00

B/T/A:

a. 503-Geo Temp Casing 6" Barge/Track/Amphibious 150-200 Ft	LF	\$29.00
b. 504-Geo Temp Casing 6" Barge/Track/Amphibious 200-250 Ft	LF	\$36.00
c. 505-Geo Temp Casing 6" Barge/Track/Amphibious 0-50 Ft	LF	\$16.50
d. 506-Geo Temp Casing 6" Barge/Track/Amphibious 50-100 Ft	LF	\$22.00
e. 507-Geo Temp Casing 6" Barge/Track/Amphibious 100-150 Ft	LF	\$26.50

7. CPT Soundings(ASTM D-3441):

Truck/MB:

a. 409-Geo CPT Truck/Mud Bug 0-50 Ft	LF	\$10.00
b. 410-Geo CPT Truck/Mud Bug 50-100 Ft	LF	\$11.00
c. 411-Geo CPT Truck/Mud Bug 100-150 Ft	LF	\$13.00
d. 412-Geo CPT Truck/Mud Bug 150-200 Ft	LF	\$15.00
e. 412a-Geo CPT Truck/Mud Bug 200-250 Ft	LF	\$17.00

B/T/A:

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

7. CPT Soundings(ASTM D-3441):

Truck/MB:

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

B/T/A:

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

8. Auger Borings(ASTM D-1452):

401-Geo Auger Borings-H& & Truck/Mud Bug	LF	\$10.00
402-Geo Auger Borings-Track	LF	\$15.00

9b. Truck			
419-Geo Drilling Crew 2-Person	2 person cre'	Hr	\$150.00
420-Geo Drilling Crew 3-Person	3 person cre'	Hr	\$250.00
10. B/T/A and Crew:			
419-Geo Drilling Crew 2-Person	2 per crew	Hr	\$225.00
420-Geo Drilling Crew 3-Person	3 person cre'	Hr	\$375.00
11. Field Permeability Tests:			
432-Geo Field Permeability 0-10 Ft Open-End Borehole Method		Ea	\$275.00
433-Geo Field Permeability 10-25 Ft Open-End Borehole Method		Ea	\$285.00
12 706-MOT Portable Sign		Days	\$150.00
13. Muck/Soil Probing:			
a. Muck/Soil Probing - 2 person crew		Days	\$950.00
b. Muck/Soil Probing - 3 person crew		Days	\$1,300.00
14			
446- Geo Hand Auger with DCP (0-50) ASTM D1452		LF	\$35.00
447-Geo H& Auger with SCP (0-50 ft) ASTM D1453		LF	\$35.00
15. Undist Samples(ASTM D-1587):			
Muck/MB:			
a. 519-Geo Undisturbed Samples Truck/Mud Bug 0-50 Ft		Ea.	\$150.00
b. 520-Geo Undisturbed Samples Truck/Mud Bug 50-100 Ft		Ea.	\$200.00
c. 521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft		Ea.	\$250.00
d. 522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft		Ea.	\$300.00
B/T/A:			
a. 515-Geo Undisturbed Samples Barge/Track/Amphibious 0-50 Ft		Ea.	\$225.00
b. 516-Geo Undisturbed Samples Barge/Track/Amphibious 50-100 Ft		Ea.	\$300.00
c. 517-Geo Undisturbed Samples Brg/Track/Amph 100-150 Ft		Ea.	\$375.00
d. 518-Geo Undisturbed Samples Brg/Track/Amph 150-200 Ft		Ea.	\$450.00
16. Soil and water Sampling (Direct Push Soil Sampling with Geophone):			
a. Direct Push Soil Sampling with Geophone (0 -10 ft)		Days	\$1,800.00
17. Site Reconnaissance/Utility Coordination:			
a. - Project Engineer		hrs.	
b. - Senior Engineering Tech.		hrs.	
18. Extra SPT Samples:			
Muck/MB:			
a. 427-Geo Extra SPT Samples-Truck/Mud Bug 0-50 Ft		Ea.	\$25.00
b. 428-Geo Extra SPT Samples-Truck/Mud Bug 50-100 Ft		Ea.	\$28.00
c. 429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft		Ea.	\$32.00
d. 430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft		Ea.	\$36.00
e. 431-Geo Extra SPT Samples-Truck/Mud Bug 200-250 Ft		Ea.	\$40.00
B/T/A:			
a. 422-Geo Extra SPT Samples-Barge/Track/Amphibious 0-50 Ft		Ea.	\$37.50
b. 423-Geo Extra SPT Samples-Barge/Track/Amphibious 50-100 Ft		Ea.	\$42.00
c. 424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft		Ea.	\$48.00
d. 425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft		Ea.	\$54.00
e. 426-Geo Extra SPT Samples-Barge/Track/Amphibious 200-250 Ft		Ea.	\$60.00
19. Pavement Coring:			
209-Asphalt Pavement Coring – 4" dia with Base Depth Check		Ea.	\$80.00
210-Asphalt Pvmnt. Coring – 4" dia without Base Depth Check		Ea.	\$60.00
211-Asphalt Pavement Coring – 6" dia with Base Depth Check		Ea.	\$85.00
212-Asphalt Pvmnt Coring – 6" dia without Base Depth Check		Ea.	\$60.00

	305-Concrete Pavement Coring - 4" Dia	Ea.	\$300.00
	306-Concrete Pavement Coring - 6" Dia	Ea.	\$300.00
20	415-Geo Double Ring Infiltration ASTM D3385	Ea.	\$450.00
21	PCA Water Sampling:	Ea.	\$76.88
22	807-Soils Field Vane Shear Test ASTM D2573	Ea.	\$375.00
23	Dilatometer Sounding:	Ea.	\$160.00
24	450-Geo Piezometer 2" 0-50 Ft	LF	\$25.00
25	445-Geo Grouted Monitor Well 2" 0-50 Ft	LF	\$35.09
26	408-Geo Concrete Pad & Cover for Monitoring Wells	Ea.	\$350.00
27	Equipment Decontamination	Hr	\$180.00
28	525-Geo Well Development	Hr	\$180.00
29	OVA Headspace Analysis, Senior Engineering Technician:	Hr	
30	OVA Headspace Analysis:	Days	\$184.60
31	Riser:	LF	\$25.00
32	Screen:	LF	\$30.00
33	Water Sampling for Analytical Lab Work (PCA)	Ea.	\$76.88
	FAC 62-770 Table B Soil	Ea.	\$600.00
		Ea.	\$600.00
34	FAC 62-770 Table B Water	Ea.	\$600.00
35	434-Geo Ground Penetrating Radar (GPR)	Hr	\$650.00
36	Ground Penetration Radar Survey Crew	Hr	\$75.00
37	Locate Borings with GPS:		
	a. GPS Rental	Day	\$80.00
	b. Senior Engineering Technician	Hr	
41	MOT- Law Officer/Trooper:	Hr	\$55.00
42	LBR Sample Collection:	Hr	
43	Resilient Modulus Bulk Sample Collection/transport to Gainesville	hr	\$0.00

II. LABORATORY TESTING:**1. Visual Exam./Stratify(ASTM D-2488):**

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

2. Grain Size Analysis:

a.	822-Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	Ea.	\$80.00
b.	812-Soils Materials Finer than 200 Sieve FM 1-T011	Ea.	\$40.00
3	809-Soils Hydrometer Only AASHTO T88	Ea.	\$145.00
	821-Soils Particle Size Anlys AASHTO T88 (Incl. Hydrometer)	Ea.	\$210.00

4	826-Soils Plastic Limit & Plasticity Index AASHTO T90	Ea.	\$40.00
5	811-Soils Liquid Limit AASHTO T89	Ea.	\$40.00
6	819-Soils Organic Content Ignition FM 1 T-267	Ea.	\$40.00
7	816-Soils Moisture Content Lab AASHTO T265	Ea.	\$15.00
8	Unit Weight Determination:	Ea.	\$45.00
9	Consolidation Test (FM 1-T 216)		
	803-Soils Consolidation - Constant Strain ASTM D4186	Ea.	\$650.00
	804-Soils Consol-Extend Load Incrmnts AASHTO T216	Ea.	\$100.00
	801-Soils Consol-Addtl Incrmnts AASHTO T216 (13 to 24 Loads)	Ea.	\$100.00
	802-Soils Consol-Addtl Incrmnts AASHTO T216 (up to 12 Loads)	Ea.	\$100.00
10	808-Soils Flexible Wall Permeability ASTM D5084	Ea.	\$350.00
	823-Soils Permeability Constant Head AASHTO T215	Ea.	\$350.00
	824-Soils Permeability Falling Head FM 5-513	Ea.	\$350.00
11	805-Soils Corrosion Series FM 5-550 through 5-553	Ea.	\$160.00
	825-Soils pH Soil or Water FM 5-550	Ea.	\$40.00
	833-Soils Sulfate Soil or Water FM 5-553	Ea.	\$40.00
	829-Soils Resistivity Soil or Water FM 5-551	Ea.	\$40.00
	800-Soils Chloride Soil or Water FM 5-552	Ea.	\$40.00
12	835-Soils Triaxl Consol-Drain (CD) Per Point\Cell ASTM D7181	Ea.	\$375.00
	837-Soil Tri Uncsl-Undrn (UU) Pt\Cell AASHTO T296/ASTM D2850	Ea.	\$375.00
	836-Soils Tri Cnsl-Undrn (CU) Pt\Cell AASHTO T297/ASTM D4767	Ea.	\$500.00
	838-Soils Unconfined Compression - Rock ASTM D7012, Method C	Ea.	\$185.00
	839-Soils Unconfined Compress - Soil AASHTO T208/ASTM D2166	Ea.	\$250.00
13	810-Soils Limerock Bearing Ratio (LBR) FM 5-515	Ea.	\$300.00
14	831-Soils Specific Gravity AASHTO T100	Ea.	\$70.00
15	201-Asphalt Content FM 5-563	Ea.	\$75.00
16	204-Asphalt Gradation FM 1-T1030	Ea.	\$80.00
17	806-Soils Direct Shear Consolid Drained/ Point AASHTO T236	Ea.	\$300.00
18	830-Soils Shrinkage Factor AASHTO T92	Ea.	\$75.00
19	834-Soils Swell Potential ASTM D4546	Ea.	\$75.00
20	828-Soils Proctor Standard AASHTO T99	Ea.	\$110.00
	827-Soils Proctor Modified FM 1-T180	Ea.	\$120.00
	815-Soils Minimum Density ASTM D4253	Ea.	\$120.00
21	832-Soils Split Tensile Strgth of Rock Cores ASTM D3967	Ea.	\$175.00
22	106-Aggregate Specific Gravity/Absorption Coarse AASHTO T85	Ea.	\$70.00
23	107-Aggregate Total Moisture Content by Drying AASHTO T255	Ea.	\$15.00

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

26-Jun-15

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

Date

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

**Parsons Brinckerhoff, Inc.
Southport Connector Expressway
Contract # 001250**

Class I	Max Salary (based on category high)
Senior Engineer/Planner	\$88.95
Engineer/Planner	\$58.61
Technician	\$44.98
Project Administrator	\$33.00

**Southeastern Archaeological Research Inc.
Southport Connector Expressway
Contract # 001250**

Class I	Max Salary (based on category high)
Project Manager	\$130.49
Chief Archaeologist	\$50.27
Senior Specialist	\$45.22
Specialist	\$27.73
Senior Archaeologist	\$33.15
Archaeologist	\$23.64
GIS Specialist	\$24.69
Secretary/Clerical	\$26.00

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Concept Feasibility and Mobility Study: Southport Connector
 County: Osceola County
 FPN: 001250
 FAP No.: N/A

Consult. Name: RS&H, Inc.
 Consult. No. enter consultants proj. number
 Date: 2/22/2017
 Estimator: Daniel Kristoff

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Engineer	Engineering Intern	Senior Planner	Planner	Senior Scientist	Scientist	Designer	Technician	Secretary / Clerical	SH By Activity	Salary Cost By Activity	Average Rate Per Task
Public Involvement	1,280	230	28	192	192	128	64	38	128	38	0	128	90	24	1,280	\$75,191	\$58.74
Engineering Analysis & Report	3,057	153	60	153	306	459	550	153	306	153	153	459	152	0	3,057	\$141,245	\$46.20
Environmental Analysis & Reports	332	13	5	0	0	0	17	23	0	166	83	0	23	2	332	\$17,040	\$51.33
Miscellaneous	326	82	6	65	65	7	7	3	16	3	16	7	16	33	326	\$20,785	\$63.76
Total Staff Hours	4,995	478	99	410	563	594	638	217	450	360	252	594	281	59	4,995	\$254,261	\$50.90
Total Staff Cost		\$50,295.16	\$8,812.98	\$29,023.90	\$27,862.87	\$23,605.56	\$19,171.90	\$15,756.37	\$19,116.00	\$19,555.20	\$9,565.92	\$19,881.18	\$10,116.00	\$1,498.01		\$254,261.05	\$50.90

Survey Field Days by Subconsultant

4 - Person Crew:

Notes:

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

SALARY RELATED COSTS:

OVERHEAD: 189.90%
 SUB-TOTAL \$737,102.78

OPERATING MARGIN (LS):

10.6926%
 \$78,815.45

TOTAL SALARY RELATED

\$815,918.23

EXPENSES (LS):

\$6,719.51

SALARY RELATED SUBTOTAL:

\$822,637.74

Survey (Field - If by Prime) 0.00 4-man crew days: \$ / day \$0.00

SUBTOTAL - PRIME

\$822,637.74

Subconsultant:	Balmoral	\$99,003.07
Subconsultant:	Myra Planning & Design, LLPMP	\$53,522.00
Subconsultant:	Nadic Engineering Services, Inc.	\$7,087.57
Subconsultant:	SEARCH, Inc.	\$7,949.64
Subconsultant:	WSP-PB	\$60,193.18
Subconsultant:		\$0.00
Subconsultant:		\$0.00
Subconsultant:		\$0.00
Subconsultant:		\$0.00
Subconsultant:		\$0.00
Subconsultant:		\$0.00
Subconsultant:		\$0.00

SUBTOTAL - SUBCONSULTANTS:

\$227,755.46

Optional Services

\$0.00

GRAND TOTAL ESTIMATED FEE:

\$1,050,393.20

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

Name of Consultant:

RS&H, Inc.

Concept Feasibility and Mobility Study: Southport Connector

001248

		Project Staff Hours													
Activity No.	Activity	RS&H, Inc.	Balmoral	Myra	Nadic	SEARCH	WSP-PB	Sub 6	Sub 7	Sub 8	Sub 9	Sub 10	Sub 11	Sub 12	Total Hours
1	Public Involvement	1280	40	295	0	0	79								1694
2	Engineering Analysis & Report	3057	748	0	8	0	298								4111
3	Environmental Analysis & Reports	332	0	34	32	92	0								490
4	Miscellaneous	326	0	0	0	0	4								330
Project Total		4,995	788	329	40	92	381	0	0	0	0	0	0	0	6,625

Notes: 1. Staff hours for consultant come directly from each discipline's worksheet.

2. Staff hours for subconsultants are to be entered manually into columns D through O.

3. For workbooks prepared by subconsultants, their project hours will be totaled in column C.

Concept Feasibility and Mobility Study: Southport Connector
001248

NOTE: Signature Block is optional, per District preference

[illegible]

1.0 PUBLIC INVOLVEMENT

Task No.	Task	Units	# of Units	Hours / Unit	RS&H	Balmoral	Myra Planning	Nadic	Search	WSP/PB	Total	Comments for RS&H hours
	Alternatives Public Meeting											
	Set Up/Scoping Package											
	Project Handouts *	LS	1	0	0	0	0	0	0	0	0	
	Exhibits *	LS	1	0	0	0	0	0	0	0	0	
	Site Selection *	LS	1	0	0	0	0	0	0	0	0	
	Notification Letters *	LS	1	0	0	0	0	0	0	0	0	
	Press Release/Meeting Announcements *	LS	1	0	0	0	0	0	0	0	0	
	Staff Briefing *	LS	1	0	0	0	0	0	0	0	0	
	Participation and Notes											
	Participation	LS	1	0	0	0	0	0	0	0	0	
	Notes	LS	1	0	0	0	0	0	0	0	0	
	1.5 Scheduled Public Meetings Total				0	0	0	0	0	0	0	
1.6	Other (Unscheduled) Public and Agency Meetings ⁽¹⁾	LS	1	1	740	30	0	0	0	51	821	See separate tabulation at bottom of this spreadsheet.
1.7	Public Meeting											
	Invitation / Notification / Set up / Follow-up											
	Project Handouts *	LS	1	0	12	0	48	0	0	0	60	Develop handout and opinion survey; coordinate with CFX Public Affairs & Communications Department; 60 total (12 for RS&H, 48 for Myra)
	Exhibits *	LS	1	0	128	0	0	0	0	0	128	Assume showing up to 3 alternative corridors, typical sections, schedule, project overview, etc.
	Site Selection *	LS	1	0	4	0	0	0	0	0	4	Coordinating with potential facilities, site inspection; coordination with CFX.
	Notification Letters *	LS	1	0	0	0	40	0	0	0	40	Preparing database of property owners and tenants; coordinating with Osceola County for physical address database; creating letter & mail merge w/ spreadsheet; 40 hrs to Myra
	Press Release/Meeting Advertisement *	LS	1	0	0	0	8	0	0	0	8	Preparing public meeting advertisement; coordinating with Orlando Sentinel; placing display ad two times; 8 hrs for Myra;
	Presentation (PowerPoint) *	LS	1	40	40	0	0	0	0	0	40	Preparing continuously running slide show for public meeting.
	Staff Briefing *	LS	2	12	24	0	0	0	0	0	24	Writing white paper on public meeting summary.
	Written Responses to Comments *	LS	1	0	0	0	0	0	0	0	0	Preparing spreadsheet of comments; creating response letter & mail merge; sending letters.
	Transcript, errata sheet and certification *	LS	1	0	0	0	0	0	0	0	0	N/A
	Participation and Notes											
	Participation	LS	1	0	22	10	6	0	0	28	66	(6 ppl x 3 hr mtg) + 4 hr set-up/take-down) = 22 hours plus 10hrs to Myra, 6 hrs to Balmoral, 28 hrs to WSP-PB)
	Notes	LS	1	16	16	0	0	0	0	0	16	Preparing notes from public meeting.
	1.7 Public Meeting Total				246	10	102	0	0	28	386	
1.8	Location and Design Concept Acceptance Notice/Notification of Approved Environmental Document from FHWA *	LS	1	0	0	0	0	0	0	0	0	N/A
1.9	Special Public Involvement Requirements											
	General Public Correspondence * (Section 7.6)	LS	1	120	120	0	0	0	0	0	120	Months x hrs/month = 12 x 10 = 120
	Project Newsletters (Section 7.6 & 7.9) *		1	0	40	0	64	0	0	0	104	Compile letter to municipalities, environmental regulatory agencies and any group or individual that expressed an interest in the project. Coordinate with CFX; 6 hrs to Myra
	PAG / EAG Setup, Communication, & Maintenance (Section 7.5)	LS	1	0	0	0	0	0	0	0	0	CFX to coordinate
	Local Government Coordination (Section 8.6)	LS	1	0	0	0	0	0	0	0	0	Initiate and maintain coordination with the local governments, FDOT and corridor stakeholders to ensure the Study Team has a firm understanding of the approved and proposed development plans including transportation facilities, land uses, magnitude and timing.
	Web Site Development *	LS	1	0	0	0	0	0	0	0	0	Supplying content for CFX website: 40 hrs
	Web Site Maintenance *	LS	1	24	24	0	0	0	0	0	24	Three updates @ 8 hrs = 3 x 8 = 24
	Videos, Renderings, etc. *	LS	1	0	0	0	0	0	0	0	0	
	Public Involvement Summary Report * (Section 11.0)	LS	1	0	40	0	0	0	0	0	40	Combine all public involvement meetings and correspondence into a single report.
	1.9 Special Public Involvement Requirements Total				224	0	64	0	0	0	288	
	Public Involvement Subtotal				1258	40	285	0	0	79	1662	
	Hours Subject to QC				432	0	192	0	0	0	624	
1.10	Quality Assurance / Quality Control	LS	%	5%	22	0	10	0	0	0	32	
	PUBLIC INVOLVEMENT TOTAL HOURS				1280	40	295	0	0	79	1694	

2.0 ENGINEERING ANALYSIS AND REPORTS

Estimator: Daniel Kristoff

Concept Feasibility and Mobility Study: Southport Connector

001248

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	# of Units	Hours / Unit	RS&H	Balmoral	Myra Planning	Nadic	Search	WSP/PB	TOTAL	Comments for RS&H hours
NOTE: * subject to QC												
2.1	Field Review	LS	1	0	72	0	0	0	0	0	72	3 trips x (3 ppl x 8 hr field check) = 72 hrs
2.2	Data Collection											
	Aerial Photography	LS	1	0	40	0	0	0	0	0	40	Assembling aerial photography and Microstation files for use
	GIS Research, File Management, Set Up	LS	1	0	0	40	0	0	0	24	64	Downloading 60 GIS files, assembling directory, maintaining databases, setting up files; See p. 13 to 16 (Table 3: GIS Layers) of ACE for sources that need to be updated and analyzed
	Review of ACE documents, CADD files, CFX Design Criteria	LS	1	0	0	0	0	0	0	0	0	
	Physical / Natural Environment Information (Section 8.5)	LS	1	0	0	0	0	0	0	0	0	
	Survey Coordination	LS	1	0	0	0	0	0	0	0	0	
	2.2 Survey Coordination Total				40	40	0	0	0	24	104	
2.3	Geotechnical											
	Soils	LS	1	0	0	0	0	8	0	0	8	8 hrs to Nadic for soils map
	Geotechnical Coordination	LS	1	0	0	0	0	0	0	0	0	
	2.3 Geotechnical Total				0	0	0	8	0	0	8	
2.4	Traffic											
	Traffic Data	LS	1	40	40	0	0	0	0	40	80	Collecting any additional data for the study corridor and surrounding roadway network as needed
	Traffic Analysis											
	- Design Traffic *	LS	1	0	46	0	0	0	0	0	46	Coordinating with CDMSmith on opening & build years, forecasting, and validation;
	- Traffic Operational Analysis *	LS	1	0	120	0	0	0	0	0	120	Analyzing Mobility Program Alternatives and interchange at Poinciana Parkway;
	- Design Traffic Documentation *	LS	1	32	32	0	0	0	0	0	32	Compiling technical memorandum on traffic operations analysis
	Traffic Data for Noise Analysis *	LS	1	0	0	0	0	0	0	0	0	
	2.4 Traffic Total				240	0	0	0	0	40	280	
2.5	Data Collection Summary Technical Memo (Section 8.9)											
	Draft *	LS	1	80	80	0	0	0	0	0	80	Summarize the data collection effort in the Existing Conditions Technical Memorandum (Tech Memo). The Tech Memo will document all of the data collection efforts and will include identification of unique corridor features that will materially influence the development and evaluation of alternative mobility programs
	Final *	LS	1	40	40	0	0	0	0	0	40	
	2.5 Data Collection Summary Technical Memo Total				120	0	0	0	0	0	120	
2.6	Utilities and Railroads											
	Data Collection	EA	1	0	0	36	0	0	0	0	36	36 hrs to Balmoral
	Analysis and Report *	LS	1	0	0	96	0	0	0	0	96	96 hrs to Balmoral
	2.6 Utilities and Railroads Total				0	132	0	0	0	0	132	

2.0 ENGINEERING ANALYSIS AND REPORTS

Task No.	Task	Units	# of Units	Hours / Unit	RS&H	Balmoral	Myra Planning	Nadic	Search	WSP/PB	TOTAL	Comments for RS&H hours
2.7	Needs											
	Transportation Plans (Section 8.3)	LS	1	0	28	0	0	0	0	0	28	Section 8.3 of scope: Collecting and summarizing transportation plan info; 28 hrs
	Land Use Development Plans (Section 8.4)	LS	1	8	8	0	0	0	0	8	16	Section 8.4 of scope: Collecting all adopted land use plans; communication with staff at Orange County, Osceola County, Polk County (and the appropriate city staffs), East Central Florida Regional Planning Council and corridor stakeholders to collect information on planned developments that may influence the analysis and outcome of this Study
	Analysis of Existing Conditions *	LS	1	0	0	0	0	0	0	0	0	
	Purpose and Need * (Section 9.0)	LS	1	0	24	0	0	0	0	4	28	Prepare a formal Purpose and Need statement for review, comment and approval by CFX and the GEC
	2.7 Needs Total				60	0	0	0	0	12	72	
2.8	ACE Evaluation Review Tech Memo (Section 8.0) *	LS			120	0	0	0	0	0	120	Within 30 days from Notice To Proceed, the CONSULTANT shall prepare a technical memorandum (ACE Review Technical Memorandum) summarizing the results of their evaluation and providing recommendations to be incorporated into the Study.
	Draft *		1	0	80	0	0	0	0	0	80	Assumes 1 environmental scientist, 1 GIS planner, 1 writer, and 1 engineer.
	Final *		1	0	40	0	0	0	0	0	40	
2.9	Roadway - Limited Access Tolle Expressway (Section 10.2) *											Develop conceptual alignments in accordance with the design criteria
	Existing Roadway Characteristics	LS	1	8	8	0	0	0	0	0	8	Cypress Parkway, Poinciana Parkway, Southport Road, Pleasant Hill, etc
	Typical Section Analysis *	EA	5	8	40	0	0	0	0	0	40	Estimate 5 typical sections (2 at Cypress Parkway, 2 west of Pleasant Hill, structure over creek); 5 typical x 8 hrs / typical = 40 hrs.
	Corridor Analyses *	LS	1	80	80	0	0	0	0	0	80	Processing data collected from GIS, field visits, ACE documents, stakeholder meetings, and ongoing input to develop alignment alternatives.
	Roadway Design Alternatives *	LS	1	0	629	0	0	0	0	0	629	Based on results of Corridor Analysis, developing new alignments to a level of detail that includes: centerline, edges of pavement, structures, ramps, right-of-way, labels, and interchanges). FDOT Guidelines: number of alternatives x the length of the project in miles x the number of hours depending on complexity (4 to 24) + hours estimated for any "special features" such as interchanges or grade separated intersections. no. of alts x length x hrs/alt = [(3 Cypress Pkwy alts) x 2.6 mi] x 16 hrs/alt = 124.8 + [(3 east alts) x 10 mi] x 12 hrs/alt = 360 + 2 [Poinciana Pkwy / Cypress Pkwy interchange alts] x 40 hrs/alt = 80 + 4 new interchange (16 hrs) = 64. Total = 628.8 = 629 hrs
	Access Management *	LS	1	0	0	0	0	0	0	0	0	
	Construction Costs *										0	
	Conceptual Implementation Schedule (Section 10.2) *	LS	1	0	24	0	0	0	0	0	24	Provide a conceptual implementation schedule for each mobility program alternative that is based on the anticipated development schedule and mobility needs of the corridor. Phased implementation of the overall Mobility Program is acceptable, however, the schedule must clearly indicate the phasing and the triggers for each phase
	2.9 Roadway Total				781	0	0	0	0	0	781	
2.10	Structures *											
	Structures Typical Section Analysis *	EA	1	0	180	0	0	0	0	0	180	Evaluate structural typical sections for elevated section above Cypress Parkway; 4 typs x 12 hrs / typ = 48 hrs; [5 ints + 6 locations] x 12 hrs / loc. = 132 hrs; total = 48 + 132 = 180 hrs.
	Structures Design Alternatives *	EA	1	0	0	0	0	0	0	0	0	
	2.10 Structures Total				180	0	0	0	0	0	180	
2.11	Drainage											
	Floodplain and Environmental Permit Data Collection*	LS	1	0	0	100	0	0	0	0	100	
	Floodplain Compensation Analysis*	LS	1	0	0	94	0	0	0	0	94	
	Pond Siting Analysis and Report*	LS	1	0	0	108	0	0	0	0	108	
	Pond Siting Meetings	LS	1	0	0	0	0	0	0	0	0	
	Location Hydraulic Report*	LS	1	0	0	66	0	0	0	0	66	
	Environmental Look Around (ELA) Meeting	LS	1	0	0	0	0	0	0	0	0	
	2.11 Drainage Total				0	368	0	0	0	0	368	

2.0 ENGINEERING ANALYSIS AND REPORTS

[illegible]

2.0 ENGINEERING ANALYSIS AND REPORTS

Task No.	Task	Units	# of Units	Hours / Unit	RS&H	Balmoral	Myra Planning	Nadlc	Search	WSP/PB	TOTAL	Comments for RS&H hours
	Notes and Maps for Estimate *	LS	1	76	0	76	0	0	0	0	76	This task includes the preparation of all materials needed to perform ROW cost estimates by the GEC. The hours needed for this task are based on an initial set up of 16 hours + 20 hours per 100 parcels per alternative (Assume 20 parcels impacted along Cypress Parkway & 80 parcels impacts on east leg) x 3 alts = 300 parcels, hrs = 16 hrs set-up + 20 hrs/100 parcels x 3 alts = 76
	Preparation of Cost Estimate *	LS	3	20	0	60	0	0	0	0	60	Preparing tabulation (using GIS) of r/w impacts per parcel and supporting roll plots or 11x17 figures of showing impacts shaded; assume 3 alternatives x 20 hrs/alt = 60 hrs
	2.23 Right of Way Cost Estimates Total				0	136	0	0	0	0	136	
2.24	Concept, Feasibility, and Mobility Study Report											Provide documentation for all of the major work efforts of the Study, including but not limited to the following: • Data Collection / Existing Conditions (As documented in the Technical Memorandum) • Corridor Confirmation (As documented in the Technical Memorandum) • Purpose and Need (As previously approved) • Alternative Mobility Program Development • Alternatives Mobility Program Evaluation • Viability Evaluation • Conclusions and Recommendations
	Draft *	LS	1	0	280	0	0	0	0	0	280	
	Final *	LS	1	0	140	0	0	0	0	0	140	
	2.24 Preliminary Engineering Report (PER) Total				420	0	0	0	0	0	420	
2.25	Other Engineering Services											
	IMRAIR Reports *	LS	1	0	0	0	0	0	0	0		
	Intelligent Transportation Systems *	LS	1	0	0	0	0	0	0	0		
	Roundabout Evaluation *	EA	1	0	0	0	0	0	0	0		
	Existing Signage Inventory *	LS	1	0	0	0	0	0	0	0		
	2.25 Other Engineering Services Total				0	0	0	0	0	0		
	Engineering Analysis and Report Subtotal				2921	716	0	8	0	267	3932	
	Hours Subject to QC				2725	640	0	0	0	215	3580	
2.26	Quality Assurance / Quality Control	LS	%	5%	136	32	0	0	0	11	179	
	ENGINEERING ANALYSIS AND REPORT TOTAL HOURS				3057	748	0	8	0	298	4111	

3.0 ENVIRONMENTAL ANALYSIS AND REPORTS

Task No.	Task	Units	# of Units	Hours / Unit	RS&H	Balmoral	Myra Planning	Nadic	Search	WSP/PB	TOTAL	Comments for RS&H hours
3.8	Special Designations *	LS	1	8	8	0	0	0	0	0	8	
3.9	Wildlife and Habitat											
	Data collection	LS	1	40	40						40	ETDM (4) - data collection only, no wildlife surveys. Caracara and snail kite are primary species
	Analysis and report *	LS	1	24	24						24	Summary of anticipated wildlife impacts by alignment in two tech memos
	Conservation Measures and Mitigation Plan *	LS	0	0	0						0	Not addressed in scope
	3.9 Wildlife and Habitat Total				64	0	0	0	0	0	64	
3.10	Identify Permit Conditions *	LS	1	4	4	0	0	0	0	0	4	
3.11	Farmlands *	LS	1	8	8	0	0	0	0	0	8	Not addressed in scope, but anticipate completing farmlands form and coordinate with NRCS
PHYSICAL EFFECTS												
3.12	Noise											
	Methodology Meeting	LS	0	0	0							Not addressed in scope
	Traffic Data Review	LS	0	0	0							Not addressed in scope
	Elevation Data	LS	0	0	0							Not addressed in scope
	Land Use Field Review/Outdoor Advertising Identification	LS	0	0	0							Not addressed in scope
	Field Measurement and Model Validation	LS	0	0	0							Not addressed in scope
	Outdoor Advertising Identification	LS	0	0	0							Not addressed in scope
	Construction Noise and Vibration	LS	0	0	0							Not addressed in scope
	Analysis and Noise Abatement Evaluation*	LS	0	0	0							Not addressed in scope
	Noise Report *	LS	0	0	0							Not addressed in scope
	3.12 Noise Total				0	0	0	0	0	0		
3.13	Air Quality											
	Screening Analysis *	LS	0	0	0							Not addressed in scope
	Air Quality Modeling * (As Required)	LS	0	0	0							Not addressed in scope
	3.13 Air Quality Total				0	0	0	0	0	0		
3.14	Construction Impact Analysis *	LS	0	0	0	0	0	0	0	0		Not addressed in scope
3.15	Contamination											
	Field Data	LS	1	8	8			0			8	OCULUS data review only. No site reviews
	Analysis/Report *	LS	0	0	0			30			30	
	3.15 Contamination Total				8	0	0	30	0	0	38	
ENVIRONMENTAL REPORTS												
3.16	Class of Action Determination *	LS	1	0	0	0	0	0	0	0		
3.17	CATEX Type II * (if not part of 3.19 - Class of Action Determination)	LS	1	0	0	0	0	0	0	0		
3.18	SEIR * (if not part of 3.19 - Class of Action Determination)	LS	1	0	0	0	0	0	0	0		
3.19	Environmental Assessment *	LS	1	0	0	0	0	0	0	0		
3.20	FONSI *	LS	1	0	0	0	0	0	0	0		
3.21	Draft EIS *	LS	1	0	0	0	0	0	0	0		
3.22	Final EIS *	LS	1	0	0	0	0	0	0	0		
Environmental Analysis and Report Subtotal					320	0	32	30	92	0	474	
Hours Subject to QC					248	0	32	30	0	0	310	
3.23	Quality Assurance / Quality Control	LS	%	5%	12	0	2	2	0	0	16	
ENVIRONMENTAL ANALYSIS AND REPORT TOTAL HOURS					332	0	34	32	92	0	490	

4.0 MISCELLANEOUS SERVICES

Estimator: Daniel Kristoff

Concept Feasibility and Mobility Study: Southport Connector
001248

Representing	Print Name							Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	# of Units	Hours / Unit	RS&H	Balmoral	Myra Planning	Nadic	Search	WSP/PB	TOTAL	Comments for RS&H hours
4.1	Contract and Project Files	LS	1	120	120	0	0	0	0	0	120	Initial (24) + maintenance per month (8) = 24 + (8 x 12) = 120
4.2	Project Management Meetings and Coordination ⁽¹⁾	LS	1	206	206	0	0	0	0	4	210	See Project Management Meeting tabulation below + 4 hrs for WSP/PB
4.3	Additional Services											
	4. Roadway Analysis	LS	1	0	0	0					0	
	5. Roadway Plans	LS	1	0	0	0					0	
	6a. Drainage Analysis	LS	1	0	0	0					0	
	6b. Drainage Plans	LS	1	0	0	0					0	
	8. Environmental Oversight	LS	1		0	0					0	
	27. Survey	LS	1	0	0	0					0	
	28. Photogrammetry	LS	1	0	0	0					0	
	29. Mapping	LS	1	0	0	0					0	
	32. Noise Update	LS	1	0	0	0					0	
	35. Geotechnical	LS	1	0	0	0					0	
	4.3 Additional Services Total				0	0	0	0	0	0	0	
	MISCELLANEOUS TOTAL HOURS				326	0	0	0	0	4	330	

⁽¹⁾ Project Management Meetings
Notice to Proceed Meeting
Bi-monthly (twice-a-month) Progress Meetings

8
198

4 ppl x 2 hr mtg
12 mos x 3 ppl x [2 mtgs x 2 hrs/mtg + 1.5 hrs prep/follow ups = 5.5 hrs] = 198

Sub-Total

206

Concept Feasibility and Mobility Study: Southport Connector
Osceola County
Project No. 001250

RS&H, Inc.

MISCELLANEOUS AND DIRECT OUT-OF-POCKET EXPENSES

	Number of Copies				Total Copies							
	No. Sheets or No. Feet	Quantity	In-house	Total	8 1/2 x 11	11 x 17	Full Size Plot	Full Size Mount	Binding	DVD		
					\$ 0.18 EA	\$ 0.36 EA	\$ 0.09 SF	\$ 4.00 SF	\$ 1.35 SF	\$ 15.00 SF		
Public Involvement (Tab 1)												
Unscheduled Public & Agency Meetings (EA)	10	63	5	68	340	\$ 61.20	340	\$ 122.40				
Full Size Plotting For Meetings (FT)	40	63	63	5,040		0	5040	\$ 453.60				
Full Size Plotting & Mounting for Public Meeting (FT)	100	2	2	400	0	0	200	\$ 18.00	200	\$ 800.00	0	\$ -
Public Meeting Handout	0	0	0	0	0	0	\$ -					
Public Meeting Opinion Survey	0	0	0	0	0	0						
Property Owner Contact Letters	0	0	0	0	0	\$ -	0					
Project Newsletters	0	0	0	0	0	\$ -	0					
Public Kickoff Letter	0	0	0	0	0	\$ -	0					
Sub-Total					0	\$ 61.20	0	\$ 122.40	\$ 471.60	\$ 800.00	\$ -	\$ -
Engineering Analysis & Reports (Tab 2)												
Data Collection Technical Memo	100	15	5	2,000	1,000	\$ 180.00	1,000	\$ 360.00				
ACE Evaluation Review Technical Memo	100	15	5	2,000	1,000	\$ 180.00	1,000	\$ 360.00				
CF&M Study Report	300	15	5	6,000	4,800	\$ 864.00	1,200	\$ 432.00				
Binding (GBC)		45								\$ 60.75		
DVD		20									\$ 300.00	
Sub-Total						\$ 1,224.00		\$ 1,152.00	\$ -	\$ -	\$ 60.75	\$ 300.00
Shipping & Travel												
FedEx Shipping	1	48		48	\$ 30.22	\$ 1,450.56						
Postage	1	0		0	\$ 0.49	\$ -						
Sub-Total						\$ 1,450.56						

**Concept Feasibility and Mobility Study: Southport Connector
Osceola County
Project No. 001250**

RS&H, Inc.

MISCELLANEOUS AND DIRECT OUT-OF-POCKET EXPENSES

TRAVEL

From RS&H Jacksonville Office:

To Project:

(Per Diem)	0 trips x 0 ppl x 0 day / trip x \$21.00 per diem	\$	-
(POV)	0 trips x 180 miles x \$0.445 per mile	\$	-

To Orlando (CFX Headquarters, PAG, EAG, unscheduled mtgs, board mts, public mtgs, bi-monthly mtgs)

(Per Diem)	0 trips x 0 ppl x 0 day / trip x \$21.00 per diem	\$	-
(Per Diem)	0 trips x 0 ppl x 0 day / trip x \$21.00 per diem	\$	-
(POV)	64 trips x 15 miles x \$0.445 per mile	\$	427.20

(Lodging)	0 trips x 0 people x 0 day / trip x \$150 rate	\$	-
-----------	--	----	---

From Tampa- (CFX Headquarter)

(Per Diem)	0 trips x 0 ppl x 0 day / trip x \$21.00 per diem	\$	-
(POV)	0 trips x 0 miles x \$0.445 per mile	\$	-

SUBTOTAL TRAVEL

\$ 427.20

TELEPHONE

Average rate per minute (daytime)

\$0.19

Estimated time - Intrastate calls

24 average 60 minutes each
48 average 30 minutes each
24 average 20 minutes each
6 average 10 minutes each

Note: Paper weight is calculated per 100 sheets as follows:

sheet size	weight
8 1/2"x11"	1.00 lbs
8 1/2"x14"	1.30 lbs
11"x17"	2.00 lbs

Sub-Total

\$649.80

GRAND-TOTAL

\$ 6,719.51

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Southport Connector Concept, Feasibility & Mobility Study
 County: Osceola/Orange
 Contract: 001250

Consult, Name: The Balmoral Group, LLC

Consult, No.

Date: 2/21/2017

Estimator:

Staff Classification	Total Staff* (Hours From "SH" Summary - Firm*)	Project Manager	Chief Engineer	Senior Project Engineer	Project Engineer	Engineer	Engineering Intern	Engineering Technician	Senior Designer	Research Economist/GI S Specialist				SH	Salary	Average
		\$57,09	\$68,75	\$48,61	\$42,12	\$38,00	\$28,27	\$14,00	\$34,05	\$28,98	\$0,00	\$0,00	\$0,00	By Activity	Cost By Activity	Rate Per Task
Public Involvement	40	40	0	0	0	0	0	0	0	0	0	0	0	40	\$2,308	\$57.69
Engineering Analysis & Report	748	151	71	153	224	37	37	0	0	75	0	0	0	748	\$35,090	\$46.91
Environmental Analysis & Reports	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	788	191	71	153	224	37	37	0	0	75	0	0	0	788		
Total Staff Cost		\$11,018.79	\$4,881.25	\$7,437.33	\$9,434.88	\$1,406.00	\$1,045.99	\$0.00	\$0.00	\$2,173.50	\$0.00	\$0.00	\$0.00		\$37,397.74	\$47.46

Check = \$37,397.74

SALARY-RELATED COSTS:

OVERHEAD: 135.52% \$37,397.74 \$50,681.42

SUBTOTAL \$88,079.16

PROFIT MARGIN (LS): 12.00% \$10,569.50

SALARY RELATED SUBTOTAL: \$98,648.66

EXPENSES (LS): \$354.41

Survey (Field - if by Sub) 0.00 4-man crew day: \$ / day \$0.00

SUBTOTAL - SUBCONSULTANT \$99,003.07

Optional Services \$0.00

SUBCONSULTANT TOTAL ESTIMATED FEE: \$99,003.07

Note:

1. This sheet to be used by Subconsultant to calculate its fee.



MISCELLANEOUS & DIRECT EXPENSES

Central Florida Expressway Authority

Consultant: The Balmoral Group, LLC

Name of Job: **CFX - Southport Connector Feasibility Study**

Aerial Photography:		Sheets	Cost	Amount		
Right-of-Way Maps						
Drafting Medium (Mylar):						
	0		\$0.00	\$0	\$0.00	\$0.00
	BlueLine		Vellum	11X17	8.5X11	
Study Review (Draft & Final)				20	50	Sheets 5 copies of each
Existing Conditions Report (Draft & Final)				100	150	Sheets 5 copies of each
Concept Study Report (Draft & Final)				500	750	Sheets 5 copies draft + 20 copies
100% Plans					0	Sheets
Final Plans					0	Sheets
Misc. Prints				64	100	Sheets QC of ea. Report
Total	0		0	684	1050	Sheets
Costs:	Blue Line			0	Sheets @	0.00
	Vellum			0	Sheets @	0.00
	Photocopy - 11X17			684	Sheets @	0.19
	Photocopy - 8.5X11			1050	Sheets @	0.11
						\$115.50
						\$245.46
Travel From: 165 Lincoln Avenue Winter Park, FL						
To Project: Trips						
(Overnight)	x		people x		days @\$50	\$0.00
(Per Diem)	x		people x		days @\$6	\$0.00
Transport. - (Comm.)	x		people x	0.00	per trip	\$0.00
- (POV)	0 x	0	miles x	0.445	per mile	\$0.00
- (Rental)	0 x	0	(days x \$	0.00	Day Rate)	
	+	0	(miles x \$	0.00	Mi. Rate)	\$0.00
To District: Trips						
(Per Diem)	0 x	0	people x	0.00	days @\$6	\$0.00
Transport. - (Comm.)	0 x	0	people x	0.00	per trip	\$0.00
- (POV)	5 x	22	miles x	0.445	per mile	\$48.95
- (Rental)	0 x	0	(days x \$	0.00	Day Rate)	
		0	(miles x \$	0.00	Mi. Rate)	\$0.00
\$48.95						
Shipping & Telephone 12 months @ \$ 5.00 /Month)						
\$60.00						
TOTAL EXPENSES					LUMP SUM	\$354.41
Date: 02/13/17						

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Poinciana Parkway Southport Connector
 County: Osceola
 FPN: 433693-1-22-01
 FAP No.: 7777-246A

Consult Name: Myra Planning and Design, LLC
 Consult No.:
 Date: 2/21/2017
 Estimator: Myra Monreal

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Senior Certified Planner	Staff Classification 2	Staff Classification 3	Staff Classification 4	Staff Classification 5	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$160.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Public Involvement	295	295	0	0	0	0	0	0	0	0	0	0	0	295	\$47,200	\$160.00
Engineering Analysis & Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Environmental Analysis & Reports	34	34	0	0	0	0	0	0	0	0	0	0	0	34	\$5,440	\$160.00
Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	329	329	0	0	0	0	0	0	0	0	0	0	0	329		
Total Staff Cost		\$52,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$52,640.00	\$160.00

Check \$52,640.00

Note:

1. This sheet to be used by Subconsultant to calculate its fee.

SALARY RELATED COSTS:		\$52,640.00
OVERHEAD:	0.00%	\$0.00
OPERATING MARGIN:	0.00%	\$0.00
FCCM (Facilities Capital Cost Money):	0.00%	\$0.00
EXPENSES: Printing and Mileage (see attached)		\$882.00
SALARY RELATED SUBTOTAL:		\$53,522.00
Survey (Field - if by Sub)	0.00 4-man crew day: \$ / day	\$0.00
SUBTOTAL - SUBCONSULTANT		\$53,522.00
Newspaper Legal Ads		\$0.00
SUBCONSULTANT TOTAL ESTIMATED FEE:		\$53,522.00

Direct Expenses

Name of Project:
County:
FPN:
FAP No.:

PoINCIANA Parkway Southport Connector
OSCEOLA
433693-1-22-01
7777-246A

Consultant Name: Myra Planning and Design, LLC
Consultant No.: N/A
Date: 2/18/2017
Estimator: Myra Monreal

Item	Description	Size	Quantity	Unit	Cost	Unit	Total
Reproduction	B/W Copies	(8 1/2 x 11)	0	Sheets	\$ 0.11	Sheet	\$0.00
3 Newsletters (1 page x 2 sides x 200 ea)	Color Copies (2 sides)	(8 1/2 x 11)	1,200	Sheets	\$ 0.49	Sheet	\$588.00
	B/W Copies	(11x17)	0	Sheets	\$ 0.20	Sheet	\$0.00
	Color Copies	(11x17)	0	Sheets	\$ 1.10	Sheet	\$0.00
	Rip from File	-	0	Each	\$ 12.60	Each	\$0.00
Binding	3-Hole Punch	-	0	Each	\$ 3.29	Each	\$0.00
	Comb Bind	-	0	Each	\$ 3.39	Each	\$0.00
	Coil	-	0	Each	\$ 4.99	Each	\$0.00
Shipping	Express Mail	(15 1/4 x 12 3/8 x 3)	0	Each	\$ 19.60	Each	\$0.00
	Express Mail	(9 1/2 x 12 1/2)	0	Each	\$ 18.95	Each	\$0.00
Project Kick-off Letter (Newsletters #1)	First Class	Regular Envelope	200	Each	\$ 0.49	Each	\$98.00
Public Meeting Notification Letter (Newsletter #2)	First Class	Regular Envelope	200	Each	\$ 0.49	Each	\$98.00
Project Completion (Newsletters #3)	First Class	Regular Envelope	200	Each	\$ 0.49	Each	\$98.00
Total Staff Cost							\$882.00

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Southport Connector Expressway
 County: Osceola
 CFX Contract: 001250
 FAP No.: 0

Consult Name: Nadic Engineering Services, Inc.
 Consult No: R17012
 Date: 2/21/2017
 Estimator: Godwin Nnadi

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Senior Engineer	Sr. Project Engineer	Engineer	Sr. Cadd Designer	Sr. Engineering Tech	Secretarial/Clerical	Engineering Intern	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$271.77	\$239.05	\$216.69	\$132.83	\$112.09	\$105.20	\$76.74	\$116.04	\$0.00	\$0.00	\$0.00	\$0.00			
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Engineering Analysis & Report	8	1	0	4	3	0	0	0	0	0	0	0	0	8	\$1,537	\$192.13
Environmental Analysis & Reports	32	2	0	15	6	6	2	1	0	0	0	0	0	32	\$5,551	\$173.45
Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	40	3	0	19	9	6	2	1	0	0	0	0	0	40		
Total Staff Cost		\$815.31	\$0.00	\$4,117.11	\$1,195.47	\$672.54	\$210.40	\$76.74	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$7,087.57	\$177.19

Check = \$7,087.57

SALARY RELATED COSTS:		\$7,087.57
OPERATING MARGIN:	0.0000%	\$0.00
FIXED FEE:	0.0000%	\$0.00
FCCM (Facilities Capital Cost Money):	0.0000%	\$0.00
EXPENSES:	0.0000%	\$0.00
SALARY RELATED SUBTOTAL:		\$7,087.57
Survey (Field - if by Sub)	0.00 4-man crew days \$ + / day	\$0.00
SUBTOTAL - SUBCONSULTANT		\$7,087.57
Optional Services		\$0.00
SUBCONSULTANT TOTAL ESTIMATED FEE:		\$7,087.57

Note:

1. This sheet to be used by Subconsultant to calculate its fee.

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: CFX Feasibility Study - Southport Connector Expressway
 County: 0
 FPN: 0
 FAP No.: 0

Consult Name: SEARCH
 Consult No.: enter consultants proj. number
 Date: 2/21/2017
 Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Chief Archaeologist	Sr. Specialist	Specialist	Sr. Archaeologist	Archaeologist	GIS Specialist	Secretary/Clerical	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$65.44	\$42.47	\$41.65	\$27.73	\$32.69	\$21.57	\$24.69	\$26.00	\$0.00	\$0.00	\$0.00	\$0.00			
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Engineering Analysis & Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Environmental Analysis & Reports	92	14	4	0	12	40	0	10	12	0	0	0	0	92	\$3,285	\$35.71
Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	92	14	4	0	12	40	0	10	12	0	0	0	0	92		
Total Staff Cost		\$916.16	\$169.88	\$0.00	\$332.76	\$1,307.60	\$0.00	\$246.90	\$312.00	\$0.00	\$0.00	\$0.00	\$0.00		\$3,285.30	\$35.71

Note:

1. This sheet to be used by Subconsultant to calculate its fee.

SALARY RELATED COSTS:		\$3,285.30
OVERHEAD:	116.05%	\$3,812.59
SUBTOTAL - SUBCONSULTANT		\$7,097.89
OPERATING MARGIN (LS):	12.00%	\$851.75
FCCM (Facilities Capital Cost Money):	0.00%	\$0.00
EXPENSES (LS):	0.00%	\$0.00
SALARY RELATED SUBTOTAL:		\$7,949.64
Survey (Field - if by Sub)	0.00 4-man crew days: \$ / day	\$0.00
SUBTOTAL - SUBCONSULTANT		\$7,949.64
Optional Services		\$0.00
SUBCONSULTANT TOTAL ESTIMATED FEE:		\$7,949.64

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: OSCEOLA PARKWAY EXTENSION CONCEPT, FEASIBILITY & MOBILITY STUDIES
 County: Orange and Osceola
 CFX Contract Number: 001250
 FAP No.: N/A

Consult. Name: WSP|Parsons Brinckerhoff
 Consult. No. enter consultants proj. number
 Date: 2/21/2017
 Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Sr Engineer / Planner	Engineer / Planner	Technician	Project Admin	0	0	0	0	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$87.82	\$50.04	\$35.70	\$28.27	\$0.00	\$0.00	\$0.00	\$0.00			
Public Involvement	79	38	39	0	2					79	\$5,345	\$67.66
Engineering Analysis & Report	298	54	140	94	10					298	\$15,386	\$51.63
Environmental Analysis & Reports	0	0	0	0	0					0	\$0	#DIV/0!
Miscellaneous	4	4	0	0	0					4	\$351	\$87.82
Total Staff Hours	381	96	179	94	12	0	0	0	0	381		
Total Staff Cost		\$8,430.72	\$8,957.16	\$3,355.80	\$339.24	\$0.00	\$0.00	\$0.00	\$0.00		\$21,082.92	\$55.34

Check = \$21,082.92

SALARY RELATED COSTS:		\$21,082.92
Overhead Margin:	152.09%	\$32,065.01
Sub-Total:		\$53,147.93
Profit Margin (LS):	12.00%	\$6,377.75
TOTAL SALARY RELATED COSTS:		\$59,525.68
Expenses (LS):		\$667.50
GRAND TOTAL ESTIMATED FEE:		\$60,193.18

Notes:

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

MISCELLANEOUS OUT-OF-POCKET EXPENSES

Project Description: Concept, Feasibility & Mobility Study
 Project Limits: Southport Connector Expressway
 Consultant: WSP | Parsons Brinckerhoff

CFX Contract Number: 001250

REPRODUCTION

	Xerox Bond	Xerox Mylar	Blackline	Xerox (11"x17")
<u>PLANS</u>				
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
<u>WORKING COPIES:</u>	0	0	0	0
<u>TOTALS:</u>	0	0	0	0
<u>UNIT COSTS:</u>	\$0.00	\$0.00	\$0.00	\$0.00
<u>TOTAL COSTS:</u>	\$0.00	\$0.00	\$0.00	\$0.00

	Xerox (8.5"x14")	Exhibits (11" x 17")	Xerox (8.5"x11")
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
<u>TOTALS:</u>	0	0	0
<u>UNIT COSTS:</u>	\$1.00	\$1.90	\$0.90
<u>TOTAL COSTS:</u>	\$0.00	\$0.00	\$0.00

REPRODUCTION TOTALS: \$0.00

TRAVEL EXPENSES

TO: Project Site (Field Work) FROM:
 Per Diem: 0 trips x 0 people x days/trip x \$0.00 per day = \$0.00
 Mileage: 20 trips x 75 miles x \$0.445 per mile = \$667.50

SUBTOTAL: \$667.50

TOTAL TRAVEL EXPENSES: \$667.50

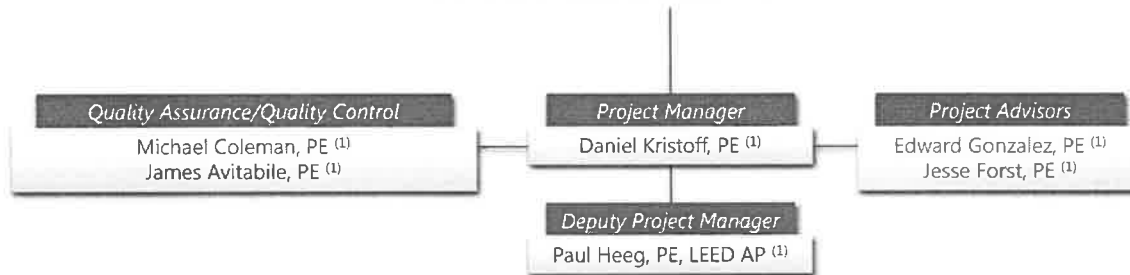
TOTAL EXPENSES: \$667.50

EXHIBIT D

PROJECT ORGANIZATIONAL CHART

ORGANIZATIONAL CHART

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

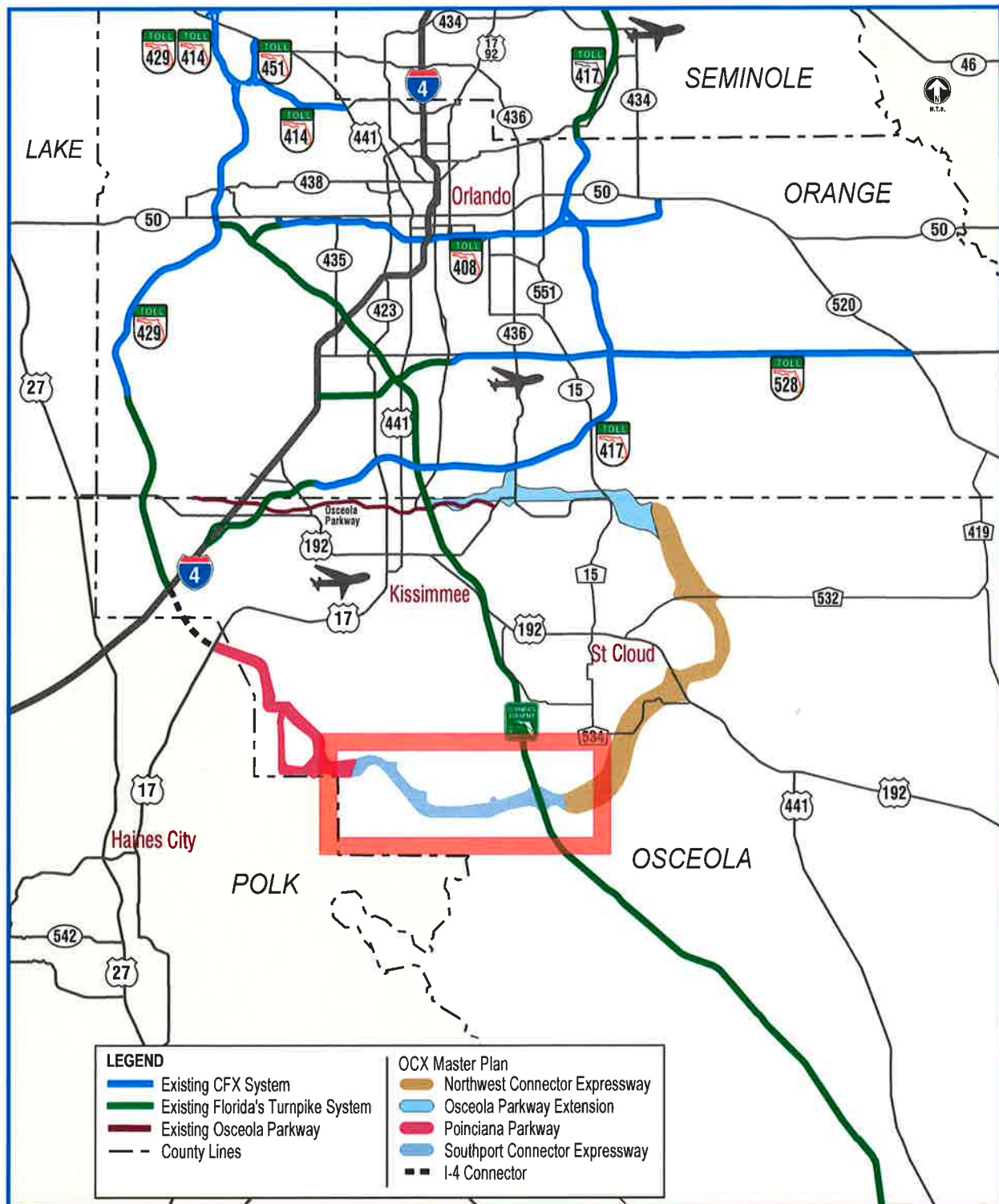


Environmental		Engineering		Public Involvement
Paul Heeg, PE, LEED AP ⁽¹⁾ <i>Discipline Leader</i>		Renato Gonzalez, PE ⁽¹⁾ <i>Discipline Leader</i>		Daniel Kristoff, PE ⁽¹⁾ <i>Discipline Leader</i>
<u>Community Planning/ Social Issues</u> Richard Tillery, AICP ⁽¹⁾ Het Patel ⁽¹⁾ Alicia Barker ⁽⁵⁾	<u>Air Quality/Noise</u> James Mykytko ⁽¹⁾ <u>Cultural Resources</u> Melissa Dye, MA, RPA ⁽⁷⁾ Jenna Higgins, MS ⁽⁷⁾	<u>Roadway Design</u> Paul Markel, PE ⁽¹⁾ Nicole Jeffers, PE ⁽¹⁾	<u>Freight Mobility/Transit</u> Rob Palmer, AICP ⁽¹⁾ Cheryl Freeman, PE ⁽¹⁾	<u>Presentations/Public Meetings</u> Paul Heeg, PE, LEED AP ⁽¹⁾ Het Patel ⁽¹⁾ Chris Dailey ⁽¹⁾ Myra Monreal, PE, AICP ⁽⁶⁾
<u>Natural Environment</u> Cynthia Grizzle, PWS, CFM ⁽¹⁾ Chris Dailey ⁽¹⁾ Steve Gordillo, PE ⁽²⁾	<u>NEPA Assessment/Reevaluation</u> Paul Heeg, PE, LEED AP ⁽¹⁾ Chris Dailey ⁽¹⁾ Cynthia Grizzle, PWS, CFM ⁽¹⁾	<u>Structures</u> Peter Rogas, PE ⁽¹⁾ Chelsea Scheid, PE ⁽¹⁾ Christopher Ray, PE ⁽²⁾	<u>Survey/ROW</u> Robert Johnson, PSM ⁽⁴⁾	<u>Notifications/Newsletter/Mailing List</u> Myra Monreal, PE, AICP ⁽⁶⁾
<u>Sub-Regional Planning</u> Myra Monreal, PE, AICP ⁽⁶⁾ Rob Palmer, AICP ⁽¹⁾	<u>Geotechnical/Contamination Assessment</u> Godwin Nnadi, PE, PhD ⁽³⁾ Manuel Irizarry, MECE, PE ⁽³⁾	<u>Drainage/Pond Siting</u> Jeff Glenn, PE, D.WRE, CFM ⁽¹⁾ Rob Garrigues, PE ⁽¹⁾ Jennifer Nunn, PE ⁽⁵⁾	<u>Traffic Forecasting & Analysis</u> Shawn Birst, PE, PTOE ⁽¹⁾ Zahra Pourabdollahi, PhD, EIT ⁽¹⁾ Joseph Samus, Jr., PE ⁽¹⁾	<u>Community Liaison</u> Thomas Franklin, Sr. ⁽⁴⁾
<u>Environmental Justice</u> Chris Dailey ⁽¹⁾		<u>Permitting</u> David Reid, PE ⁽⁴⁾	<u>Toll Facilities</u> Zachary Williams, PE ⁽¹⁾ Michael DeMeo, RA, LEED AP ⁽¹⁾	<u>Presentation Graphics/Visualization</u> Paul Heeg, PE, LEED AP ⁽¹⁾ Timothy Witsil ⁽¹⁾ Josh Noftz ⁽¹⁾
		<u>Utility Coordination</u> Robert Butterfield, PE ⁽⁴⁾	<u>Aerial Photogrammetry</u> Steve Kuda, PLS ⁽⁸⁾	<u>Website Design</u> Thomas Wilson ⁽¹⁾
		<u>Bridge Hydraulics</u> Lori Stanfill, PE ⁽⁵⁾	<u>Estimating</u> Abhijeet Desai, PE ⁽¹⁾ William Johnson, PE ⁽²⁾	
		<u>ITS</u> Anu Weerasuriya, PhD, PE, PTOE ⁽¹⁾		

Legend
RS&H, Inc. ⁽¹⁾
WSP/PB ⁽²⁾
Nadic Engineering Services, Inc. ⁽³⁾ – M/WBE
Franklin, Hart & Reid, Inc. ⁽⁴⁾
The Balmoral Group, LLC. ⁽⁵⁾ – WBE
Myra Planning and Design, LLC. ⁽⁶⁾ – M/WBE
SEARCH, Inc. ⁽⁷⁾
Aerial Cartographics of America, Inc. ⁽⁸⁾

EXHIBIT E

PROJECT LOCATION MAP



**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

Project Location Map for Southport Connector Expressway (599-223)

EXHIBIT F

SCHEDULE

**PROPOSED SCHEDULE - CONCEPT, FEASIBILITY, & MOBILITY STUDIES
OF THE OSCEOLA COUNTY EXPRESSWAY AUTHORITY MASTER PLAN PROJECTS**

[illegible]


CONSENT AGENDA ITEM

#6

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

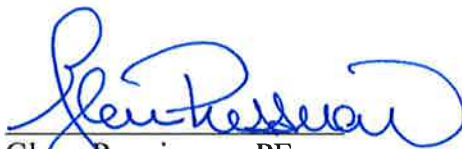
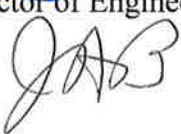
FROM: Aneth O. Williams 
Director of Procurement

DATE: February 21, 2017

SUBJECT: Award of Contract to Kimley-Horn & Associates, Inc., for the Concept, Feasibility & Mobility Study for Poinciana Parkway Extension/I-4 Connector Project 599-224, Contract No. 001251 - AMENDED

The Board approved on January 12, 2017, the final ranking and authorization to negotiate with firms for the Concept, Feasibility & Mobility Studies of the Osceola County Expressway Authority Master Plan Projects. Negotiations with Kimley-Horn & Associates, Inc. for the study of the Poinciana Parkway Extension/I-4 Connector have been completed. Board award of the contract to Kimley-Horn & Associates, Inc. is requested in the not-to-exceed amount of \$1,271,000.00.

Reviewed by:


Glenn Pressimone, PE
Director of Engineering


AGREEMENT FOR PROFESSIONAL SERVICES

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

KIMLEY-HORN AND ASSOCIATES, INC.

**CONCEPT, FEASIBILITY AND MOBILITY STUDY FOR
THE POINCIANA PARKWAY EXTENSION / I-4
CONNECTOR**

CONTRACT NO. 001251, PROJECT NO. 599-224

CONTRACT DATE: March 9, 2017

CONTRACT AMOUNT: \$1,271,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>
AG	Agreement
A	Exhibit “A”, Scope of Services
B	Exhibit “B”, Method of Compensation
C	Exhibit “C”, Details of Cost and Fees
D	Exhibit “D”, Project Organization Chart
E	Exhibit “E”, Project Location Map
F	Exhibit “F”, Schedule

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this 9th day of March, 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and Kimley-Horn & Associates, Inc., hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in planning and engineering, with the responsible project office located at 3660 Maguire Blvd., Suite 200, Orlando, FL. 32803.

WITNESSETH:

WHEREAS, CONSULTANT represents that it is fully qualified and authorized to render the professional services contracted herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CFX and CONSULTANT agree as follows:

1.0. DEFINITIONS.

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

2.0. SCOPE OF SERVICES.

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the Concept, Feasibility and Mobility Study for the Poinciana Parkway Extension/I-4 Connector hereinafter "the Project." Further identified as Project No. 599-224 and Contract No. 001251.

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

Before rendering any of the services, 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.

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

3.0 TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five (5) year term from the date of the Notice to Proceed for the required project services as detailed in **Exhibit "A"**. At CFX's sole discretion and election, the Agreement may be renewed with two (2) one-year renewals, or portions thereof. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONSULTANT with written notice of its intent at least thirty (30) days prior to the expiration of the original term and subsequent renewal, if any.

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

4.0 PROJECT SCHEDULE

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

In the event there are delays on the part of CFX as to the approval of any of the materials submitted by the CONSULTANT or if there are delays occasioned by circumstances beyond the control of the CONSULTANT, which delay the scheduled Project completion date, CFX may grant to the CONSULTANT by "Letter of Time Extension" an extension of the scheduled Project completion date equal to the aforementioned delays. The letter will be for time only and will not include any additional compensation.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains within the Project schedule within which to complete the services on the Project. In the event there have been delays which would affect the scheduled Project completion date, the CONSULTANT shall submit a written request to CFX which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one

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

In the event the scheduled Project completion date is reached and the CONSULTANT has not requested, or if CFX has denied, an extension of the completion date, partial progress payments will be stopped when the scheduled Project completion date is met. No further payment for the Project will be made until a time extension is granted or all work has been completed and accepted by CFX.

5.0 PROFESSIONAL STAFF

The CONSULTANT shall maintain an adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. The CONSULTANT shall continue to be authorized to do business within the State of Florida. In the performance of these professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care when performing in a design capacity and shall have due regard for acceptable standards of design principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to CFX, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the associate consultants listed below without the written consent of CFX. It is understood and agreed that CFX will not, except for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

Inwood Consulting Engineers, Inc. (Class 1)	Modica & Associates, Inc. (Class 1)
Southeastern Archaeological Research, Inc. (Class 1)	The Balmoral Group, LLC (Class 1)
WBQ Design & Engineering, Inc. (Class 1), (Survey only Class 2)	
Ardaman & Associates, Inc. (Class 2)	

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

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the

Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by CFX Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement as described in **Exhibit "A"**.

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.

After CFX's acceptance of documents for the Project, the original set of CONSULTANT's drawings, tracings, plans, maps and CADD files shall be provided to CFX. The CONSULTANT shall signify, by affixing an endorsement (seal/signature, as appropriate) on every sheet of the record set, that the work shown on the endorsed sheets was produced by the CONSULTANT. With the tracings and the record set of prints, the CONSULTANT shall submit a final set of design computations. The computations shall be bound in an 8-1/2 x 11" format and shall be endorsed (seal/signature, as appropriate) by the CONSULTANT. Refer to **Exhibit "A"** for the computation data required for this Agreement.

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

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

7.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$1,271,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

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

Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and

for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. The obligations in this paragraph survive the termination of the Agreement and continue in full force and effect.

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

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

8.0 DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this Project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 3660 Maguire Blvd., Suite 200, Orlando, FL. 32803.

Notwithstanding Section 17, entitled "Communications, Public Relations, and Use of Logos," CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONSULTANT agrees to comply with Section 119.0701, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

An excerpt of Section 119.0701, Florida Statutes is below.

Per Section 119.0701(1), "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

Per Section 119.0701(b). The contractor shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The obligations in Section 8.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by CFX and subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Failure by the

CONSULTANT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by CFX.

9.0 COMPLIANCE WITH LAWS

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

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

10.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached **Exhibit "C"**, Details of Costs and Fees, supporting the compensation provided in Section 7.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Section 7.0 hereof shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

11.0 TERMINATION

CFX may terminate this Agreement in whole or in part, for any reason or no reason, at any time the interest of CFX requires such termination.

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

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

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated in accordance with **Exhibit "B"** for work properly performed by the CONSULTANT prior to abandonment or termination of the Agreement. The

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

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

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 Executive 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 Executive Director whose decision shall be final.

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

13.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

14.0 HOLD HARMLESS AND INDEMNIFICATION

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

When CFX receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, CFX will immediately forward the notice of claim to the CONSULTANT. The CONSULTANT and the AUTHORITY will evaluate the notice of claim and report their findings to each other within fourteen (14) calendar days.

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the CONSULTANT, CFX and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of the

CONSULTANT in the defense of the lawsuit or to request that the CONSULTANT defend CFX in such lawsuit as described in this section. CFX's failure to notify the CONSULTANT of a notice of claim will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by CFX to the CONSULTANT of the notice of claim or filing of a lawsuit. CFX and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all of its costs, but if the verdict determines that there is joint responsibility, the costs of defense and liability for damages will be shared in the same percentage as that judicially established, provided that CFX's liability does not exceed the limits and limitations arising from Section 768.28, Florida Statutes, the doctrine of sovereign immunity, and law.

CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes, or law. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of CFX's obligations are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, except for payments for work properly performed, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

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

The obligations in Section 14.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Agreement and continue in full force and effect.

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, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this paragraph, CFX shall have the right to terminate this

Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

16.0 INSURANCE

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

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

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

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

16.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. In the event the CONSULTANT does not own automobiles the CONSULTANT shall

maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

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

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

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

The CONSULTANT shall provide CFX with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

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

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

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

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

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

17.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Agreement, it being understood that, under Section 8.0 hereof, such data or information is the property of CFX.

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a copy of the CFX logo or any CFX mark, including trademarks, service marks, or any other mark, collectively referred as "Marks," is to be used in a document or presentation. The Marks shall not be altered in any way. The width and height of the Marks shall be of equal proportions. If a black and white Mark is utilized, the Mark shall be properly screened to insure all layers of the Mark are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer 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 and the CFX Code of Ethics 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 complete the Potential Conflict Disclosure Form with contract execution, annually by July 1, and in the event of changed circumstances.

The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

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

19.0 DOCUMENTED ALIENS

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

20.0 E-VERIFY CLAUSE

CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the contract. CONSULTANT shall require all of its subconsultants to verify the employment eligibility of all new employees hired by the subconsultants during the term of the Agreement.

21.0 CONFLICT OF INTEREST

The CONSULTANT shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the service provided herein and as described below. Questions regarding potential conflicts of interest shall be addressed to the Executive Director for resolution.

During the term of this Agreement:

The CONSULTANT is NOT eligible to pursue any advertised construction engineering and inspection projects of CFX as either a prime or subconsultant where the CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

22.0 INSPECTOR GENERAL

CONSULTANT agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONSULTANT agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in this paragraph shall survive the expiration or termination of this Agreement and continue in full force and effect.

23.0 PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes, “a person or affiliate who has been placed on the [Florida Department of Management Services] convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the [Florida Department of Management Services] convicted vendor list.”

Pursuant to Section 287.134(2)(a), Florida Statutes, “an entity or affiliate who has been placed on the [Florida Department of Management Services] discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

24.0 INTEGRATION

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no other agreements between the parties in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

25.0 ASSIGNMENT

This Agreement may not be assigned without the written consent of CFX.

26.0 AVAILABILITY OF FUNDS

CFX's performance and obligation to pay under this Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONSULTANT to that effect.

27.0 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.

28.0 AUDIT AND EXAMINATION OF RECORDS

28.1 Definition of Records:

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

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

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

28.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review, or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

28.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, 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 the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

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

28.6 The obligations in Section 28.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

29.0 NOTICE

All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

To CFX: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: Chief of Infrastructure

Project No. 599-224
Contract No. 001251

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: General Counsel

To CONSULTANT: Kimley-Horn & Associates, Inc.
3660 Maguire Blvd., Suite 200
Orlando, FL 32803
Attn: Clif Tate, P.E.

Attn: _____

30.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 30.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

31.00 ATTACHMENTS

Exhibit "A", Scope of Services
Exhibit "B", Method of Compensation
Exhibit "C", Details of Cost and Fees
Exhibit "D", Project Organization Chart
Exhibit "E", Project Location Map
Exhibit "F", Project Schedule

[SIGNATURES TO FOLLOW]

Project No. 599-224
Contract No. 001251

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on March 9, 2017.

KIMLEY-HORN & ASSOCIATES, Inc.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Print Name: _____

Print Name: _____

Title: _____

Effective Date: _____

ATTEST: _____ (Seal)
Secretary or Notary

Approved as to form and execution, only.

General Counsel for CFX

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

CONCEPT, FEASIBILITY & MOBILITY STUDIES

FOR THE

POINCIANA-/ I-4 CONNECTOR

CONTRACT 001251

MARCH, 2017

Exhibit A

SCOPE OF SERVICES

TABLE OF CONTENTS

<u>Description</u>	<u>Page No.</u>
1.0 OVERVIEW	A-1
2.0 LOCATION	A-1
3.0 PURPOSE	A-1
4.0 OBJECTIVE	A-1
5.0 GOVERNING REGULATIONS	A-2
6.0 PROJECT MANAGEMENT AND ADMINISTRATION	A-3
6.1 Notice to Proceed Meeting	A-3
6.2 Key Personnel	A-3
6.3 Project Schedule	A-3
6.4 Correspondence	A-3
6.5 Quality Control	A-3
6.6 Project Management, Meetings and Coordination	A-4
7.0 PUBLIC INVOLVEMENT	A-4
7.1 Public Involvement Plan	A-4
7.2 Mailing List	A-4
7.3 Public Meeting	A-5
7.4 Board Meetings	A-6
7.5 Advisory Groups	A-6
7.6 Project Kick-Off Letter	A-6
7.7 Unscheduled Project Meetings	A-6
7.8 Project Information Line/General Public Correspondence	A-7
7.9 Project Newsletters	A-7
7.10 Project Webpage	A-7
8.0 DATA COLLECTION	A-7
8.1 Aerial Photography	A-8
8.2 Traffic Data	A-8
8.3 Transportation Plans	A-8
8.4 Land Use and Development Plans	A-8
8.5 Physical/Natural Environmental Information	A-8

TABLE OF CONTENTS (Cont.)

8.6	Interagency and Stakeholder Coordination	A-9
8.7	Study Area Base Maps	A-9
8.8	Confirm Corridor Limits	A-9
8.9	Data Collection Summary Technical Memorandum (Deliverable)	A-9
9.0	ESTABLISH PURPOSE AND NEED	A-10
10.0	MOBILITY PROGRAM ALTERNATIVES	A-10
10.1	No-Build Alternative	A-10
10.2	Develop Alternative Mobility Programs	A-10
10.3	Evaluate and Refine Mobility Programs	A-11
10.4	Financial Viability Analysis	A-11
10.5	Concept, Feasibility and Mobility Study Report (Deliverable)	A-12
11.0	DELIVERABLES	A-12
12.0	DESIGN CRITERIA	A-12

1.0 Overview

The Central Florida Expressway Authority (CFX) requires the professional services of a qualified CONSULTANT to perform a comprehensive Concept, Feasibility and Mobility Study (Study) of the four Poinciana Parkway project as identified in the Osceola County Expressway Authority (OCX) Master Plan and the CFX Visioning + 2040 Master Plan.

2.0 Location

The general limits and descriptions of the Poinciana Parkway project corridor is provided below. The CONSULTANT will be responsible for refining the corridor limits and defining the logical termini for the project.

Poinciana Parkway / I-4 Connector (including segments both north and south of SR 532): This corridor begins at the current southern terminus of the Poinciana Parkway at Cypress Parkway and extends in a general north / northwest direction to connect with Interstate 4. The study corridor encompasses portions of both Osceola and Polk counties and includes the interchange with I-4.

The Poinciana Parkway corridor is generally depicted on **Exhibit E**.

3.0 Purpose

The purpose of this Exhibit is to describe the scope of work for the Study and the responsibilities of the CONSULTANT, CFX, CFX's general engineering consultant (GEC) and CFX's traffic and earnings (T&E) consultant.

4.0 Objective

The Study will include the development and evaluation of alternate mobility programs within the project corridor. The work will include the evaluation and documentation of the physical, natural, social, and cultural environment within the corridor and the potential impacts associated with the various mobility alternatives. This analysis will also address economic and engineering feasibility, mobility capacity and levels of service; conceptual geometry and structures; and potential interchanges and intersection improvements. Public involvement and interagency coordination will be an integral part of the assessment process.

The CONSULTANT, in coordination with CFX and its T&E Consultant will forecast the future transportation demands within each corridor (design year of 2045). The CONSULTANT will then develop a range of transportation mobility options and programs that could adequately meet the future demand. Corridor mobility elements to be considered will include but are not necessarily constrained to limited access tolled expressways, mass transit technologies, and intermodal facilities. The CONSULTANT will be responsible for estimating the overall project costs associated with each mobility alternative, including planning, design, construction, operations, permitting and other project related costs. The GEC will be responsible for estimating right-of-way acquisition costs based on input from the CONSULTANT.

The general objective of this Study is to provide documented information necessary for CFX to reach a decision on the viability of each mobility option. Viability is defined in the Interlocal

Agreement by and among Osceola County, CFX and OCX as follows:

“Viable” or “Viability” shall mean an OCX Segment or any portion thereof that is projected in writing by CFX’s traffic and revenue consultant to generate toll revenues over a period of thirty years equal to at least fifty percent (50%) of the cost of such OCX Segment or applicable portion thereof; provided however, that with respect to an interchange portion of an OCX Segment or a portion of any OCX Segment located outside of the County, such interchange or portion of an OCX Segment outside the County is projected in writing by CFX’s traffic and revenue consultant to generate new CFX System Pledged Revenues over a period of thirty years in excess of the cost to build such interchange or portion of such OCX Segment. The cost of an OCX segment or portion thereof shall be determined by CFX, exercising reasonable judgment, as part of its Concept and Feasibility Study and the components of such cost (e.g., right-of-way, construction costs, financing costs, planning and design costs) shall be consistent with CFX’s past practices for such a determination and shall take into consideration any right-of-way donations and other public or private partnership contributions.

5.0 Governing Regulations

The services performed by the CONSULTANT shall comply with all applicable CFX and FDOT Manuals and Guidelines. The FDOT’s Manuals and Guidelines incorporate by requirement or reference all applicable State and Federal regulations. The current edition, including updates, of the following FDOT Manuals and Guidelines shall be used in the performance of this work. It is understood that AASHTO criteria shall apply as incipient policy. Some standards may not apply to the project, but are listed for reference.

- Florida Statutes
- Florida Administrative Codes
- Applicable federal regulations and technical advisories.
- Project Development and Environment Manual
- Plans Preparation Manual
- Roadway Traffic and Design Standards
- Highway Capacity Manual
- Manual of Uniform Traffic Control Devices (MUTCD)
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Bicycle Facilities Planning and Design Manual
- Right-of-Way Mapping Handbook
- Location Survey Manual
- EFB User Guide
- Drainage Manual and Handbooks
- Outline Specifications - Aerial Surveys/Photogrammetry
- Soils and Foundations Manual
- Structures Design Guidelines
- CADD Manual (No. 625-050-001)
- CADD Production Criteria Handbook
- Florida's Level of Service Standards and Guidelines Manual for Planning (No. 525-000-005)

Equivalent Single Axle Load Guidelines (No. 525-030-121)
Design Traffic Procedure (No. 525-030-120)
K-Factor Estimation Process
Project Traffic Forecasting Guidelines
Florida Highway Landscape Guide
Basis of Estimates Manual

6.0 Project Management and Administration

CFX's General Engineering Consultant (GEC) will provide contract administration, project management services and technical reviews of all work associated with the development and preparation of the Study reports.

6.1 Notice to Proceed Meeting

The CONSULTANT shall meet with appropriate CFX, GEC and T&E personnel immediately following receipt of the Notice to Proceed. As a minimum, the CONSULTANT's Project Manager and senior project personnel shall attend. At the Notice to Proceed Meeting, CFX will:

- Render all relevant information in its possession
- Establish any ground rules upon which the Study process will be conducted
- Bring to the attention of the CONSULTANT any special or controversial issues to be considered in the Study
- Explain the financial administration of the contract

6.2 Key Personnel

The CONSULTANT'S work shall be performed and directed by the key personnel identified by the CONSULTANT and approved by CFX. Any proposed changes to key personnel shall be subject to review and approval by CFX.

6.3 Project Schedule

The Study is expected to have a twelve (12) month duration. Within ten (10) working days after receipt of the Notice-to-Proceed, the CONSULTANT shall provide a schedule of calendar deadlines to the GEC for review. The CONSULTANT shall update the project schedule on a monthly basis and inform CFX of any substantial potential schedule modifications.

6.4 Correspondence

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this Study shall be provided to CFX and the GEC for their records within one (1) week of the receipt of said correspondence.

6.5 Quality Control

The CONSULTANT shall be responsible for ensuring that all work products conform to CFX standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall ensure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

The CONSULTANT shall submit a Quality Assurance/Quality Control (QA/QC) Plan to the GEC for

review and approval within ten (10) working days following the Notice to Proceed Meeting.

6.6 Project Management, Meetings and Coordination

The CONSULTANT shall meet with CFX staff and the GEC as needed throughout the life of the project. The CONSULTANT should be prepared to meet on a bi-monthly basis for progress meetings; therefore, 24 meetings should be anticipated. The actual frequency of the meetings will vary depending on the project stage and pending activities.

Progress reports shall be delivered to CFX in a format as prescribed by the GEC and no less than 10 days prior to submission of the corresponding invoice. Judgment on whether work of sufficient quality and quantity has been accomplished will be made by the GEC Project Manager by comparing the reported percent complete against actual work accomplished.

7.0 Public involvement

Public involvement includes communicating to and receiving information from all interested persons, groups, and government organizations on topics related to the Study. The CONSULTANT shall coordinate and perform the appropriate level of public involvement for this project as described in the following subsections. All public involvement tasks and activities will be coordinated with CFX's Public Affairs and Communications Department.

7.1 Public Involvement Plan

The CONSULTANT will prepare a comprehensive Public Involvement Plan (PIP) and submit to the GEC within ten (10) business days following the Notice to Proceed meeting. The purpose of the PIP is to establish and maintain a strategy for early, meaningful, and continuous public and stakeholder involvement throughout the Study process.

The CONSULTANT shall perform all data collection activities necessary to prepare and implement the PIP including but not limited to the following:

- Identification of stakeholders and interested parties,
- Field review of potential meeting sites,
- Preparation and distribution of meeting announcements and notices,
- Preparation of meeting notes.

7.2 Mailing List

The CONSULTANT shall be responsible for developing, maintaining, and updating a project mailing list which will include:

- Public officials and their staffs
- Affected residents, business tenants and property owners within the corridor
- Environmental Advisory Group (EAG)
- Project Advisory Group (PAG)
- Interested parties, including:
 - Residents/property owners within the corridor
 - Other informed parties who notify the CONSULTANT that they desire to be added to the mailing list.
 - Special interest groups

The CONSULTANT will incorporate the mailing lists received from the recently completed OCX study. The CONSULTANT will maintain the mailing list in a computer file which is acceptable to CFX. For each mailing, the CONSULTANT will provide CFX a computer file of the mailing list and a hard copy printout, certified by the CONSULTANT as true and correct. Additional groups and/or individuals may be included on the mailing list as requested.

7.3 Public Meeting

The CONSULTANT shall be responsible for conducting one (1) public information meeting. The meeting will be scheduled to coincide with submittal of the Draft Concept, Feasibility and Mobility Study Report. It is anticipated the meeting will be conducted in an open house format, with a brief scripted presentation and question and answer session.

The CONSULTANT shall prepare and/or provide:

- Handouts
- Display graphics and presentation
- Meeting equipment set-up and tear-down
- Legal and/or display advertisements (The CONSULTANT will pay the cost of publishing)
- Letters for notification of elected and appointed officials, affected property owners and other interested parties. (The CONSULTANT will pay the cost of first class postage.)
- News releases.

The CONSULTANT will investigate potential meeting sites and pay all costs for meeting site rents and insurance. The CONSULTANT will attend the meetings with an appropriate number of personnel to assist CFX staff.

Drafts of all notification advertisements and letters shall be submitted to CFX for its approval at least one week prior to mailing. Mailings, legal notices and/or newspaper display advertisements shall be the responsibility of the CONSULTANT. Actual copies of the notices shall be retained in the project files.

Within two (2) weeks after the public meeting, the CONSULTANT will prepare a complete meeting summary that will contain at a minimum:

- Advertisements and legal notices
- Fact Sheets
- Meeting Notes
- Sign-in sheets
- Comment sheets
- Draft responses to comments and inquiries (if appropriate)

The CONSULTANT will also be responsible for attending the Public Meetings of the other three CFX Feasibility Studies related to the OCX Master Plan. The CONSULTANT will provide exhibits and staff to address any questions related to their specific project.

7.4 Board Meetings

The CONSULTANT shall be responsible for conducting two (2) presentations each to the Osceola

County Expressway Authority, Central Florida Expressway Authority and the Osceola County Board of County Commissioners. It is anticipated the presentations will be conducted to coincide with a scheduled Board Meeting with a brief scripted presentation and question and answer session.

The CONSULTANT shall prepare and/or provide:

- Handouts
- Display graphics and PowerPoint presentation
- Meeting equipment set-up and tear-down

7.5 Advisory Groups

The GEC shall establish a Project Advisory Group (PAG) and Environmental Advisory Group (EAG), which will include staff from the FDOT, Lynx, Orange County, Osceola County, Polk County, permitting agencies, environmental organizations, special interest groups and other entities as identified by CFX. The CONSULTANT will be available to meet with the PAG and EAG up to three (3) times each during the Study to present information regarding the project, receive input and respond to questions.

Potential meeting milestones will include:

- a) Project Kick-off
- b) Prior to Public Workshop
- c) Project Completion

The CONSULTANT will coordinate with CFX and the GEC to prepare the initial PAG and EAG members list. The GEC will be responsible for contacting the PAG and EAG members and maintaining coordination with them throughout the Study, however, the CONSULTANT will be responsible for preparing all materials, presentations, etc. distributed to the PAG/EAG members.

7.6 Project Kick-Off Letter

Within 30 calendar days after the Notice to Proceed meeting, the CONSULTANT will prepare and distribute a Project Kick-Off Letter to the following organizations: FDOT, METROPLAN ORLANDO, Polk TPO, local government agencies, the East Central Florida Regional Planning Council, environmental regulatory agencies and any group or individual that expressed an interest in the project. The purpose of this letter will be to introduce the CONSULTANT to the local officials and to acquaint them with the Study, its purpose and objectives. Typical information shall include: Study team, project scope, project limits, schedule, and potential issues and concerns.

7.7 Unscheduled Project Meetings

The CONSULTANT may be required to participate in unscheduled meetings with the public, elected officials, or public agencies. The CONSULTANT shall be available with no more than a five (5) working day notice, to attend these meetings or make presentations at the request of CFX. Such meetings and presentations may be held at any hour between 7:00 a.m. and 12:00 midnight on any day of the week. The CONSULTANT may be called upon to provide maps, draft news releases, audio-visual displays, and similar material for such meetings. The CONSULTANT

shall be prepared to attend up to 24 such unscheduled meetings.

7.8 Project Information Line/General Public Correspondence

The CONSULTANT shall make available knowledgeable staff that interested parties may call with questions concerning the project. The CONSULTANT will be available to answer questions and respond to comments through this “Information Line” during regular business hours.

7.9 Project Newsletters

The CONSULTANT shall prepare and distribute three (3) project newsletters which will be designed to inform interested parties as to the status of the project. Newsletters shall have the quality of desk-top publishing and be comparable to the previous CFX work efforts. Distribution of the newsletters will coincide with key project milestones as follows:

- Project Kick-off
- Public Meeting / Workshop
- Project Completion

The CONSULTANT will distribute Newsletters to all interested parties, public officials, property owners, special interest groups, etc. as identified above. Distribution of the Newsletter may involve direct mail as well as distribution through various media such as public schools, churches, civic organizations, public libraries, etc.

7.10 Project Webpage

The CONSULTANT shall provide information about the Study to CFX for inclusion in their Webpage. After initial posting of the project information, the CONSULTANT shall provide updated information to CFX three (3) times during the Study.

8.0 Data Collection

Immediately following the Notice to Proceed, the CONSULTANT shall begin data collection. The information collected should include all data necessary to adequately identify and evaluate the alternative mobility programs.

The CONSULTANT shall make maximum use of existing information available from state, regional and local resources, along with information developed during the recent previous OCX study. The data base information shall be compatible for use on base maps used for public presentations, corridor maps, and alternative plans.

The CONSULTANT shall obtain all documents prepared as part of the Alternative Corridor Evaluation (ACE) study performed by CH2MHill on behalf of the Florida Department of Transportation (District 5) and the Osceola County Expressway Authority. The CONSULTANT will review all ACE documents and will utilize and incorporate all relevant data / analyses / findings / etc. into this Study. The CONSULTANT shall identify any changed conditions, verify adherence to CFX design criteria and perform an in-depth evaluation of the ACE findings, recommendations and commitments. Within 30 days from Notice To Proceed, the CONSULTANT shall prepare a technical memorandum (ACE Review Technical Memorandum) summarizing the results of their evaluation and providing recommendations to be incorporated into the Study.

8.1 Aerial Photography

The CONSULTANT shall use aerial photography as the basis for plotting various data necessary for planning, engineering and environmental analysis, and presentation of the alternative mobility programs. Copies of aerial photography are the prime source of information used to convey project considerations. Existing available aerial photography will be utilized and the digital aerial photography should be compatible with Microstation.

Generally, controlled aerial mapping at a scale of 1" = 200' to 1" = 2000' will be used as the basis for plotting various data necessary to conduct detailed analyses. The CONSULTANT will recommend mapping scales for approval by CFX.

8.2 Traffic Data

The GEC and/or T&E consultant will provide existing traffic data for the expressway system in the Study area. The CONSULTANT shall collect any additional data for the study corridor and surrounding roadway network as needed, but is not expected to conduct machine or other forms of manual field counts.

8.3 Transportation Plans

The CONSULTANT shall collect and summarize at a minimum:

- METROPLAN ORLANDO Long Range Transportation Plan
- Polk TPO Long Range Transportation Plan
- Orange County Comprehensive Plan
- Osceola County Comprehensive Plan
- Polk County Comprehensive Plan
- LYNX System Plans
- Non-motorized modes, including bikeways and pedestrian walkways
- Other applicable transportation plans

8.4 Land Use and Development Plans

The CONSULTANT shall collect all adopted land use plans within and adjacent to the Study corridor. Additionally, the CONSULTANT will, at a minimum, communicate with staff at Orange County, Osceola County, Polk County (and the appropriate city staffs), East Central Florida Regional Planning Council and corridor stakeholders to collect information on planned developments that may influence the analysis and outcome of this Study.

8.5 Physical / Natural Environmental Information

The CONSULTANT will collect information on the existing physical and natural environment from published resources. Information to be collected will include, but is not limited to the following:

- Roadways
- Socioeconomic Characteristics (schools, churches, community centers, etc.)
- Utilities
- Archaeological and Historical Resources
- Recreational

- Wildlife and habitat
- Farmlands
- Major wetland features,
- Surface water bodies,
- Outstanding Florida Waters, Wild and Scenic Rivers and Aquatic preserves, if any,
- Floodplains
- Contamination
- Conservation areas
- Other unique natural features that may influence the analysis and outcome of this Study

8.6 Interagency and Stakeholder Coordination

The CONSULTANT will be required to initiate and maintain coordination with the local governments, FDOT and corridor stakeholders to ensure the Study Team has a firm understanding of the approved and proposed development plans including transportation facilities, land uses, magnitude and timing.

8.7 Study Area Base Maps

The CONSULTANT will prepare base maps for the Study corridor that will be used throughout the Study for public involvement presentations, corridor maps, and alternative plans. All major environmental features should be identified and plotted as well as all current and projected lands uses and development plans collected throughout the coordination process. The CONSULTANT should clearly identify any Study area constraints or fatal flaws. Likewise, the CONSULTANT should identify any opportunities that could have substantive influence on potential alternative mobility programs.

8.8 Confirm Corridor Limits

Upon completion of the data collection efforts and identification of unique corridor characteristics, the CONSULTANT will reaffirm the corridor limits.

8.9 Data Collection Summary Technical Memorandum (Deliverable)

The CONSULTANT will summarize the data collection effort in the Existing Conditions Technical Memorandum (Tech Memo). The Tech Memo will document all of the data collection efforts and will include identification of unique corridor features that will materially influence the development and evaluation of alternative mobility programs. Any “fatal flaws” should be clearly identified in this document. The contents of the Tech Memo will be incorporated in the final Study document.

9.0 Establish Purpose and Need

The Purpose and Need Statement will provide the basis for evaluating the effectiveness of each mobility alternative in meeting the corridor’s transportation needs and shall be developed to meet the requirements of a potential future PD&E study.

The CONSULTANT will evaluate current and future year population, population densities, major employment centers and densities, traffic and truck forecasts, weekend and recreational traffic

and other characteristics of the Study corridor. The evaluation will include a discussion of demographic shifts and emerging population, employment and housing trends. Development and land use patterns will be evaluated to identify major trip generators and/or communities that are currently, or will be in the future, in need of regional mobility improvements.

Under this task the CONSULTANT will identify the corridor mobility needs and document issues sufficiently to guide the development and refinement of mobility alternatives. The CONSULTANT will prepare a formal Purpose and Need statement for review, comment and approval by CFX and the GEC.

10.0 Mobility Program Alternatives

In this portion of the Study, the CONSULTANT will develop and evaluate alternative mobility programs that could satisfy the Study's Purpose and Need. The alternative mobility programs could include one or more of the following transportation elements:

- Limited Access Tolled Expressways
- Buses, fixed guideways, bus rapid transit systems, other mass transit technologies
- Intermodal facilities, including park and ride lots

10.1 No-Build Alternative

The CONSULTANT will develop and evaluate a No-Build scenario. This scenario will be based on the assumption that CFX does not implement a mobility program within the corridor above and beyond what the local governments and private entities have in their plans. The evaluation results should definitively relate to the Purpose and Need statement.

10.2 Develop Alternative Mobility Programs

The CONSULTANT will develop up to three (3) alternative mobility programs, consisting of one or more of the listed mobility elements. The level of detail expected for each mobility element proposed is provided below.

- **Limited Access Tolled Expressway (Expressway)** - The CONSULTANT will develop conceptual alignments in accordance with the design criteria provided in Section 12.0 of the Scope. At a minimum, the CONSULTANT will identify logical termini, prepare typical sections, identify potential bridge and interchange locations (including potential feeder road connections), delineate potential right of way requirements, and estimate potential impacts to critical corridor features. Enough detail will be required to enable the preparation of a reasonable cost estimate and impact evaluation, which the CONSULTANT will also provide.
- **Mass Transit Technology** – The CONSULTANT will identify a single or a range of potential mass transit technologies that could reasonably serve the projected mobility need. For each identified technology the CONSULTANT will provide a conceptual alignment and logical termini; and an overview of the operating parameters (headways, service times, etc.), station locations, capital costs and annual operation and maintenance costs.
- **Intermodal Facilities** – The CONSULTANT will identify potential locations for any proposed intermodal facilities. Approximate size and property requirements must also be estimated. Additionally, a description of the potential transportation modes and their interaction at the facilities will be required.

The CONSULTANT will plot each mobility program alternative on the base map to clearly reflect the limits and scope of the alternative.

The CONSULTANT will provide a conceptual implementation schedule for each mobility program alternative that is based on the anticipated development schedule and mobility needs of the corridor. Phased implementation of the overall Mobility Program is acceptable, however, the schedule must clearly indicate the phasing and the triggers for each phase.

The CONSULTANT will present the three alternative mobility programs to CFX and the GEC for review, comment, refinement and approval.

10.3 Evaluate and Refine Mobility Programs

The CONSULTANT will evaluate the unique elements, benefits and impacts of each mobility alternative and summarize in a matrix. The primary evaluation efforts are described below:

- The CONSULTANT will coordinate with the T&E consultant to develop conceptual traffic and revenue forecasts for each mobility program alternative to determine how effective each is at satisfying the Purpose and Need and estimate its financial viability.
- The CONSULTANT will prepare conceptual costs for each alternative. The costs will address initial capital costs such as design, right of way acquisition and construction, as well as vehicle / technology procurement for each alternative that includes a multimodal element. Costs for annual operations and maintenance of each alternative will also be estimated.
- The CONSULTANT will estimate impacts to the physical and natural environment. This analysis should address not only potential impacts resulting from the proposed alternatives, but also include a discussion of the steps needed to accomplish the environmental approval and possible mitigation.

Upon completion of the evaluation of the alternative mobility programs, the CONSULTANT will present the evaluation results to CFX, the GEC and the T&E consultant for review, comment and refinement.

10.4 Financial Viability Analysis

Using the potential mobility program project costs, the CONSULTANT will support the project Viability assessment performed by the T&E consultant in accordance with the Interlocal Agreement.

10.5 Concept, Feasibility and Mobility Study Report (Deliverable)

The CONSULTANT will document the alternative mobility program development and evaluation effort in the ***Concept, Feasibility and Mobility Study Report (Report)***. In general, the CONSULTANT will provide documentation for all of the major work efforts of the Study, including but not limited to the following:

- Data Collection / Existing Conditions (As documented in the Technical Memorandum)
- Corridor Confirmation (As documented in the Technical Memorandum)
- Purpose and Need (As previously approved)

- Alternative Mobility Program Development
- Alternatives Mobility Program Evaluation
- Viability Evaluation
- Conclusions and Recommendations

The GEC will provide a DRAFT report outline to the CONSULTANT prior to initiating the documentation process to help ensure the Report adequately addresses all pertinent aspects of the Study.

11.0 Deliverables

The CONSULTANT will provide the following documents / deliverables.

- Corridor Base Maps
- Public Involvement Plan
- ACE Review Technical Memorandum (Tech Memo) – Draft and Final
- Existing Conditions Technical Memorandum (Tech Memo) – Draft and Final
- Purpose and Need Statement – Draft and Final
- Concept, Feasibility and Mobility Study Report (Report) – Draft and Final
- Public Meeting / Workshop Summary – Draft and Final

Five (5) professionally bound copies and a pdf of each draft / final submittal will be required for all deliverables except the Final ***Concept, Feasibility and Mobility Study Report***, of which 20 professionally bound copies and a pdf will be required.

12.0 Design Criteria

See Table depicting Design Criteria below:

Development of this project will be guided by the basic design criteria listed below.

Design Element	Design Standard	Source
<u>Design Year</u>	2045	- Scope of Services
<u>Design Vehicle</u>	WB-62FL/WB-67	- AASHTO 2004, Pg. 18 - FDOT PPM Vol. I, p 1-19
<u>Design Speed</u> Rural Freeway Urban Freeway Urban Arterial Rural Arterial Other Frontage Road Service Road Access Road Ramp Directional Loop	70 mph 60 mph 45 mph [†] 55 mph 45 mph 50 mph As appropriate 50 mph 30 mph	- FDOT PPM Vol. I, Tbl. 1.9.1, 1.9.2
<u>Lane Widths</u> Freeway Ramp 1-lane 2-lane Turning Roadway Arterial Collector/Service Road Bicycle Rural/Urban	12-ft 15-ft 24-ft Case dependent 12-ft 12-ft 5-ft/4-ft (designated or undesignated)	- FDOT PPM Vol. I, Tbl. 2.1.1, 2.1.2, 2.1.3 & 2.14.1

Design Element	Design Standard	Source																																								
<u>Cross Slope (lanes 1-way)</u> Roadway 2-lane (2) 3-lane (3) 4-lane (4) ₂ Bridge Section	-0.02 ft/ft (2) -0.02 ft/ft (2), -0.03 ft/ft (1) +0.02 ft/ft (1), -0.02 ft/ft (2), -0.03 (2) -0.02 (typical, uniform, no slope break)	- FDOT PPM Vol. I, Fig. 2.1.1 - PPM Vol. I, Sect. 2.1.5																																								
<u>Max. Lane “Roll-over”</u> DS 35 mph DS 35 mph	4.0% 5.0% (between though lane & aux. lane) 6.0% (between though lane & aux. lane)	- FDOT PPM Vol. I, Fig. 2.1.1 - PPM Vol. I, Table 2.1.4																																								
<u>Median Width</u> Freeway DS 60 mph DS 60 mph All Arterial & Collector DS 45 mph DS 45 mph Offset Left Turn Lanes Median width 30-ft Median width 30-ft	60 to (64-ft*) 40-ft 26-ft (with barrier) 22-ft 40-ft Parallel offset lane Taper offset lane	- FDOT PPM Vol. I, Tbl. 2.2.1 - FDOT PPM Vol. I, Sect. 2.13.3 & Fig. 2.13.2 - AASHTO Exh. 9-98																																								
<u>Shoulder Width (lanes 1-way)</u> Freeway 3-lane or more 2-lane Ramp 1-lane 2-lane Aux. Lane Arterial & Collector (Norm. volume) 2-lane divided 1-lane undivided Service Road, 2-Lane, 2-Way, Undivided	<table><tr><th colspan="2">Total (ft)</th><th colspan="2">Paved (ft)</th></tr><tr><th>Outside</th><th>Left</th><th>Outside</th><th>Left</th></tr><tr><td>12</td><td>12</td><td>10</td><td>10</td></tr><tr><td>12</td><td>8</td><td>10</td><td>4</td></tr><tr><td>6</td><td>6</td><td>4</td><td>2</td></tr><tr><td>10</td><td>8</td><td>8</td><td>4</td></tr><tr><td>12</td><td>N/A</td><td>10</td><td>N/A</td></tr><tr><td>10</td><td>8</td><td>5</td><td>0</td></tr><tr><td>10</td><td>N/A</td><td>5</td><td>N/A</td></tr><tr><td>10</td><td>10</td><td>5</td><td>5</td></tr></table>	Total (ft)		Paved (ft)		Outside	Left	Outside	Left	12	12	10	10	12	8	10	4	6	6	4	2	10	8	8	4	12	N/A	10	N/A	10	8	5	0	10	N/A	5	N/A	10	10	5	5	- FDOT PPM Vol. I, Tbl. 2.3.1 to 2.3.4, Fig. 2.3.1 - Design Standards Index No. 510
Total (ft)		Paved (ft)																																								
Outside	Left	Outside	Left																																							
12	12	10	10																																							
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<u>Shoulder Cross Slope</u> <u>Max. Shoulder “Roll-over”</u>	0.06 7.0%	- -																																								
<u>Bridge section (lanes 1-way)</u> 2-lane 3-lane or more 1-lane ramp 2-lane ramp Service Road, 2-Lane, 2-Way, Undivided	10 10 6 10 10	6 10 6 6 10	- - - - -																																							
<u>Border Width</u> Freeway Ramp Arterial/Collector DS 45 mph DS 45 mph Arterial/Collector (Curb & Gutter) DS = 45 mph DS 40 mph	94-ft, (94-ft desirable) 94-ft, (L.O.C. plus 10-ft as minimum) 40-ft 33-ft 14-ft (12-ft with bike lane) 12-ft (10-ft with bike lane)	- FDOT PPM Vol. I, Tbl. 2.5.1, 2.5.2 - (CFX Policy) ₃																																								

Design Element	Design Standard		Source
<u>Roadside Slopes</u> Front slope Front slope (curb & gutter) Back slope Back slope (curb & gutter)	Fill Height (ft)	Rate	- FDOT PPM Vol. I, Tbl. 2.4.1 - (CFX Policy) ₃ Use 1:3 slopes, avoid 1:2 slopes except where as necessary
	0.0-5	1:6	
	5-10	1:6 to CZ & 1:4	
	10-20	1:6 to CZ & 1:3	
	> 20	1:2 with guardrail (Use 10-ft bench at half the height of fill)	
Front slope (curb & gutter)	All	1:2 not flatter than 1:6	
Back slope	All	1:4 or 1:3 w/ standard width trap, ditch & 1:6 front slope	
Back slope (curb & gutter)		1:2 not flatter than 1:6	
<u>Max. Grade / Max. Change in Grade</u> Freeway (Rural / Urban) Ramp Directional Loop Arterial Rural Urban Collector Frontage Road/Service Road Min. Grade Curb & Gutter	Max. Grade		- FDOT PPM Vol. I, Tbl. 2.6.1, 2.6.2 - FDOT PPM Vol. I, Tbl. 2.6.4
	3.0%		
	0.20% / 0.40%		
	5.0%		
	0.60%		
	7.0%		
	1.00%		
	3.5%		
	0.50%		
	6.0%		
0.70%			
6.5% to 9.0%			
-			
8.0%			
0.70%			
0.3%			
-			
<u>Minimum Stopping Sight Distance</u> (Grades 2.0%)	Dsgn. Speed (mph)	Distance (ft)	- FDOT PPM Vol. I, Tbl. 2.7.1
	70	730	
	60	570	
	55	495	
	50	425	
	45	360	
	30	200	
<u>Decision Sight Distance</u> (Per avoidance maneuver)	Dsgn. Speed (mph)	Distance (ft)	- AASHTO Exh. 3-3
	70	780-1445	
	60	610-1280	
	55	535-1135	
	50	465-1030	
	45	395-930	
	30	220-620	
<u>Horizontal Curve Length</u> Freeway Others <u>Max. Curvature (Degree of Curve)</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional DS = 30 mph Loop	V = Design Speed 30V (15V min.) 15V (400-ft min.)		- FDOT PPM Vol. I, Tbl. 2.8.2a
			- FDOT PPM Vol. I, Tbl. 2.8.3

Design Element	Design Standard			Source
<u>Superelevation Transition</u> Tangent Curve Spirals	80% (50% min.) 20% (50% min.) (Curves <1°30' 00" do not use spirals) ₄			- FDOT PPM Vol. I, Sect. 2.9 - (CFX Policy) ₃
<u>Superelevation Rates</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional DS = 30 mph Loop	e_{max}	SE Trans. Rate		- FDOT PPM Vol. I, Tbl. 2.9.1, 2.9.2, 2.9.3, 2.9.4 - Design Standards Ind. No. 510,511 - AASHTO Exh. 3-28
	0.10 0.10 0.10 0.05 0.05 0.10 0.10 0.10	1:200 ₅ 1:225 1:225 1:150 1:150 1:200 1:200 1:150		
<u>Vertical Curves</u> Length , L = KA	Dsgn. Speed (mph)	K-value CrestSag		- FDOT PPM Vol. I, Tbl. 2.8.5, 2.8.6 - AASHTO Exh. 3-72 (crest), 3-75 (sag) - CFX Policy ₃ Note: FDOT K-values for "ALL OTHER FACILITIES" are desirable
	70 60 55 50 45 30	401 245 185 136 98 31	181 136 115 96 79 37	
<u>Minimum Lengths</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional DS = 30 mph Loop	Crest	Sag		
	500-ft 400-ft 350-ft 135-ft 135-ft 300-ft 300-ft 90-ft	400-ft 300-ft 250-ft 135-ft 135-ft 200-ft 200-ft 90-ft		
<u>Ramps</u> Ramp Terminals Length Taper	<u>Entrance</u> "Parallel-Type" 900 to 1200-ft 300-ft (25:1)	<u>Exit</u> "Taper-Type" 550-ft (2°to 5°, 3°desirable)		- Design Standards Ind. No.525 - AASHTO Pg. 850-856
Minimum Spacing Entrance to Exit ⁶ Exit to Entrance to Entrance Exit to Exit Turning Roadways	1,600 to 2,000-ft 500-ft 1,000-ft 1,000-ft 600 to 800-ft			- AASHTO Exh. 10-68, Pg. 844

Design Element	Design Standard	Source
<u>Lane Drop Taper</u>	$L = WS$ (DS = 45 mph) $L = WS^2/60$ (DS \leq 40 mph) 50:1 min, 70:1 desirable (freeways)	- Design Standards Ind. No. 525,526 - AASHTO Pg. 818
<u>Clear Zone</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional 1 to 2-lane DS = 30 mph Loop 1 to 2-lane	36-ft 30-ft 4-ft (Curb & Gutter) As appropriate 4-ft (Curb & Gutter) 24-ft 14-ft to 24-ft 10-ft to 18-ft	- FDOT PPM Vol. I, Tbl. 2.11.11
<u>Vertical Clearance</u> Over Roadway Over Railroad Sign over Roadway Over Water	16'-6" 23'-6" 17'-6" 12'-0" min.	- FDOT PPM Vol. I, Tbl. 2.10.1 to 2.10.4, Sect. 2.10.1
<u>Limited Access Limits</u> Rural Urban Crossroad overpass/no interchange	300-ft min. 100-ft min 200-ft	- FDOT PPM Vol. I, Sect. 2.14.1

Ramp Operations

- Two thousand (2,000) ft. between entrance and exit terminals - full freeways
- Six hundred (600) ft. between exit and entrance terminals
- Entrance Ramp Taper of 900 ft. (1° - convergence)
- Exit Ramp Taper of 550 ft. (3° - divergence)

Right-of-way

- Ten (10) ft. from back of walls or limit of construction.
- Two (2) ft. from back of sidewalk on frontage roads.
- Drainage and construction easements as required.
- Ninety-four (94) ft. from ramp or mainline traveled way desirable for limited access ROW.
- Limited access right-of-way limits per Index 450.

EXHIBIT B

METHOD OF COMPENSATION

EXHIBIT "B"
METHOD OF COMPENSATION

1.00 PURPOSE:

This Exhibit describes and defines the limits of compensation to be made to the CONSULTANT for the services set forth in Exhibit "A" of this Agreement and the method by which payments shall be made.

2.00 AMOUNT OF COMPENSATION:

2.10 CFX agrees to pay the CONSULTANT for the performance of services described in Exhibit "A" an amount not to exceed a Total Maximum Limiting Amount of \$1,271,000.00.

2.11 The Total Maximum Limiting Amount for the project assigned under this Agreement shall include:

- A Limiting Amount for Salary Related Costs consisting of the sum of actual salary and wages and the applicable administrative overhead and payroll burden (fringe benefits) costs;
- A Fixed Fee as the Operating Margin or profit paid for the professional services described in this Agreement;
- A Lump Sum Amount for Expenses;
- A Limiting Amount for Subconsultants (as identified in paragraph 5.0 of the Agreement for Professional Services);
- An Allowance Amount for CFX to utilize as necessary.

2.12 The Total Maximum Limiting Amount for the project assigned under this Agreement shall consist of the following:

KIMLEY-HORN AND ASSOCIATES, INC.

Total Activity Salary Costs	<u>\$251,441.63</u>
(a) Overhead Additives	
(1) Combined (194.83%)	<u>489,883.73</u>
Subtotal (Salary + Overhead)	<u>741,325.36</u>
(b) Lump Sum for Operating Margin (10.422%)	<u>77,260.93</u>
Subtotal (Salary Related)	<u>818,586.29</u>
(c) Direct Expenses - Lump Sum (Prime)	<u>13,141.19</u>
BASIC FEE	<u>831,727.48</u>
(d) Subcontracts (Limiting Amount)	<u>323,027.02</u>
(e) Allowance	<u>116,245.50</u>
TOTAL MAXIMUM LIMITING AMOUNT	<u>\$1,271,000.00</u>

2.13 It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient funding remains within the Total Maximum Limiting Amount stated above in Section 2.12 to complete the services for the project. Changes in the Total Maximum Limiting Amount for the project shall require execution of a Supplemental Agreement. The CONSULTANT is obligated to complete project services within the Total Maximum Limiting Amount established herein.

3.00 ALLOWABLE COSTS:

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

3.10 Direct Salaries and Wages: All direct salaries and wages of the CONSULTANT and Subconsultants (as identified in paragraph 5.0 of the Agreement for Professional Services) for time expended by personnel in the performance of the work (exclusive of unit price based work performed by Class 2 Subconsultants); however, this shall specifically exclude salaries and payroll burden of Corporate Officers and Principals when expended in the performance of indirect functions.

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

- Straight Overtime: Straight overtime shall be the portion of overtime compensation paid for employees at the straight time hourly rate and shall be burdened with overhead and fringe benefits.
- Premium Overtime: Premium overtime costs shall be the portion of overtime compensation paid in excess of the straight time hourly rate and shall not be burdened with overhead and fringe benefits.
- Payment of Overtime: Straight Overtime or Premium Overtime shall be paid in accordance with the CONSULTANT'S overtime policies and practices, provided that such compensation plan or practice is so consistently followed, in effect, to imply an equitable treatment of overtime to all the CONSULTANT'S clients.

Premium Overtime is not authorized unless approved in writing by CFX's Project Manager.

3.11 Indirect Charges: Administrative overhead and payroll burden costs not to exceed a combined maximum rate of 194.83% when applied to the CONSULTANT'S chargeable salaries and wages. Administrative overhead and payroll burden costs for Subconsultants shall be as established in Exhibit "C".

3.12 Expenses: A Lump Sum Amount shall be paid to the CONSULTANT and all Subconsultants for miscellaneous and out-of-pocket expenses as established in Exhibit "C".

3.13 Class 2 Subconsultants: Compensation shall be based on a unit price basis not to exceed the limiting amount established herein. The unit prices acceptable for this agreement shall be at the unit prices established in Exhibit "C".

3.14 Field Survey by subconsultant: Compensation shall be based on a unit price basis not to exceed the limiting amount established herein. The unit prices acceptable for this agreement shall be at the unit prices established in Exhibit "C".

3.15 Fixed Fee: Fixed Fee is the operating margin paid to the CONSULTANT and the Subconsultants for the professional services described in this Agreement (exclusive of unit price based work performed by Class 2 Subconsultants). The fixed fee shall remain fixed regardless of the relation of the actual salary related costs to the estimated salary related costs and regardless of any extension of contract time granted pursuant to paragraph 4.0 of the Agreement for Professional Services. Salary related costs are defined as the sum of direct salaries and wages and the applicable administrative overhead and payroll burden costs.

4.00 METHOD OF PAYMENT:

Unless increased, no more than the Total Maximum Limiting Amount provided for in Section 2.00 shall be paid by CFX to the CONSULTANT as follows, subject to the provisions of Section 3.00 above:

4.10 The CONSULTANT shall be reimbursed monthly for authorized services performed. Payment to the CONSULTANT shall be in an amount to cover costs incurred during the preceding month for actual direct salary and wages, a provisional allowance for the administrative overhead and payroll burden, a portion of Lump Sum expenses and Subconsultant Costs, plus an allowance for Fixed Fee (Operating Margin), less retainage.

The basis for all CONSULTANT and Class 1 Subconsultant (as defined in Section 5.0 in the Agreement for Professional Services) invoices shall be the actual employee salary and wages at the time work was performed on the project by such employee. Staff classification maximum rates have been established in Exhibit "C" for the CONSULTANT and all Class 1 Subconsultants. It is understood that the staff classification maximum rates shall not be exceeded without prior written approval from CFX. It is further understood that the staff classification average rates used to generate the Total Maximum Limiting Amount in Exhibit "C" will not be revised throughout the term of the Agreement. All future Supplemental Agreements executed as part of this Agreement shall be based on the negotiated staff classification average rates detailed in Exhibit "C". Class 2 Subconsultants shall prepare their invoices in accordance with the provisions of Section 3.13.

4.11 The combined provisional allowance for administrative overhead and payroll burden, expressed as a percentage of salary related costs, for the CONSULTANT is 194.83 percent.

The provisional allowance for administrative overhead and fringe benefits established herein will be adjusted, as necessary, upon completion of an interim audit during the term of the project, or a post audit following project completion, subject to the following limitations:

- The combined allowance for administrative overhead and fringe benefits shall not exceed 194.83%; and
- Adjustments to the combined allowance for administrative overhead and fringe benefits shall not increase the compensation to the CONSULTANT beyond the Total Maximum Limiting Amount.

4.12 The Fixed Fee (Operating Margin) approved by CFX to be paid to the CONSULTANT for the services set forth in this Agreement is established as shown in Section 2.12 of this Exhibit "B".

The CONSULTANT shall earn monthly a portion of its approved fixed fee at 10.422 percent of actual approved salary related costs. Accumulated fixed fee earnings are subject to the aforementioned fixed fee amount. When project services have been satisfactorily completed, the difference between the approved and previously earned fixed fee shall be due and payable to the CONSULTANT and Subconsultants (exclusive of unit price based work performed by Class 2 Subconsultants).

4.13 The CONSULTANT shall earn a portion of its established Lump Sum expense cost in the amount equal to such Lump Sum equally distributed over the project's anticipated duration. Any balance due the CONSULTANT upon completion of a project shall be paid in the final invoice.

4.14 The CONSULTANT shall be compensated for Subconsultant Services in accordance with Section 3.00 of this Exhibit "B" for actual work performed.

4.15 Payments to the CONSULTANT shall be subject to retainage. Retainage shall be calculated as a percent of the sum of salary costs, administrative overhead and payroll burden, and operating margin. No retainage shall be withheld on expenses or Subconsultant Services.

CFX shall withhold from monthly payments a retainage of ten percent (10%) until fifty percent (50%) of the work is completed, and five percent (5%) thereafter until all work is completed. Retainage withheld at project completion shall be released to the CONSULTANT upon satisfactory completion of all services and acceptance of all deliverables by CFX.

4.16 The CONSULTANT shall be responsible for the consolidation and submittal of one (1) original monthly invoice, in the form and detail established or approved by CFX. All payments on such invoices are conditional and subject to adjustment as a result of a final audit as to the allowability of costs in accordance with this Agreement. Invoices shall

include an itemization and substantiation of costs incurred. The itemization must include the amount budgeted, current amount billed, total billed to date and amount to complete.

4.17 The CONSULTANT shall promptly pay all subconsultants their proportionate share of payments received from CFX.

4.18 CFX reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by CFX. Any and all such payment previously withheld shall be released and paid to CONSULTANT promptly when the work is subsequently satisfactorily performed notwithstanding paragraph 4.0 of the Agreement for Professional Services.

5.00 PROJECT CLOSEOUT:

5.10 Final Audit: The CONSULTANT shall permit CFX to perform or have performed an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under this Agreement are subsequently properly disallowed by CFX because of accounting errors or charges not in conformity with this Agreement, the CONSULTANT agrees that such disallowed amounts are due to CFX upon demand. Further, CFX shall have the right to deduct from any payment due the CONSULTANT under any other contract between CFX and the CONSULTANT an amount sufficient to satisfy any amount due and owing CFX by the CONSULTANT under this Agreement. Final payment to the CONSULTANT shall be adjusted for audit results.

5.11 Certificate of Completion: Subsequent to the completion of the final audit, a Certificate of Completion will be prepared for execution by both parties stating the total compensation due the CONSULTANT, the amount previously paid, and the difference.

Upon execution of the Certificate of Completion, the CONSULTANT shall either submit a termination invoice for an amount due or refund to CFX for the overpayment, provided the net difference is not zero.

EXHIBIT C

DETAILS OF COST AND FEES

**Concept, Feasibility & Mobility Study for the
Poinciana / I-4 Connector**

Effective dates for Additional Personnel forms

Contract # 001251

<u>Consultant (Class I only)</u>	<u>Effective Date</u>
Kimley-Horn & Associates, Inc.	1/31/2017
Inwood Consulting Engineers, Inc.	1/20/2017
Modica & Associates, Inc.	1/27/2017
Southeastern Archaeological Research Inc.	1/20/2017
The Balmoral Group, LLC	1/13/2017
WBQ Design & Engineering, Inc.	1/4/2017

**Concept, Feasibility & Mobility Study for the
Poinciana / I-4 Connector**
Contract Multiplier Worksheet
Contract # 001251

Consultant Name	Audited Overhead	Fixed Fee	Multiplier
Kimley-Horn & Associates, Inc.	194.83%	10.4220%	3.26
Ardaman & Associates, Inc.	175.28%	11.5844%	3.07
Inwood Consulting Engineers, Inc.	195.60%	10.3810%	3.26
Modica & Associates, Inc.	119.50%	12.0000%	2.46
Southeastern Archaeological Research Inc.	116.05%	12.0000%	2.42
The Balmoral Group, LLC	135.52%	12.0000%	2.64
WBQ Design & Engineering, Inc.	195.62%	10.3799%	3.26

Kimley-Horn & Associates, Inc.
Poinciana / I-4 Connector
Contract # 001251

Class I	Max Salary (based on category high)
Project Manager	\$76.94
Chief Engineer	\$95.20
Principal Engineer	\$73.08
Senior Engineer	\$65.88
Project Engineer	\$47.12
Engineering Intern	\$36.54
Project Planner	\$46.88
Planner	\$31.98
Chief Scientist	\$69.72
Senior Scientist	\$52.18
Environmental Specialist	\$30.06
Chief Designer	\$44.24
Specialist	\$47.36
Secretary/Clerical	\$31.26

Ardaman & Associates, Inc.
Poinciana / I-4 Connector
Contract # 001251

Class II	Unit Prices
CADD Designer Technician	\$80.96
Principal Engineer	\$214.90
Administrative	\$61.19
Senior Project Engineer	\$174.04
Staff Engineer	\$91.06

ARDAMAN & ASSOCIATES, INC.
2017 FEE SCHEDULE*
FIELD SERVICES (PAGE 1 OF 3)

MOBILIZATION/DEMobilIZATION

Mobilization and Demobilization

• Men and Equipment (Minimum \$100.00)	Per Rig-Hour	\$192.00
• Mileage - Rig	Per Mile	\$1.30
• Mileage - Truck	Per Mile	\$0.70
• Portable Barge	Price depends on project requirements	

STANDARD DRILLING

All Terrain Vehicle	Add'l Price Per LF	\$1.00
Auger Borings (4-inch)	Per Lineal Foot	\$11.40
Wash Borings - Cuttings Only (up to 3 inch)		
• Soil Drilling	Per Lineal Foot	\$8.20
• Rock Drilling	Per Lineal Foot	\$13.70
Standard Penetration Test (SPT) Borings		
(ASTM D-1586) in Soil (N-values <50):		
• from surface to 25 feet	Per Lineal Foot	\$17.00
• from 25 feet to 50 feet	Per Lineal Foot	\$19.00
• from 50 feet to 100 feet	Per Lineal Foot	\$21.10
• from 100 feet to 125 feet	Per Lineal Foot	\$27.00
• from 125 feet to 150 feet	Per Lineal Foot	\$35.50
Standard Penetration Test (SPT) Borings in		
High Resistance Soil/Rock (N-values > 50)	Add'l Price Per LF	\$3.40
Furnish, Install, and Remove Casing (up to 4-inch):		
• from surface to 50 feet	Per Lineal Foot	\$10.15
• from 50 feet to 100 feet	Per Lineal Foot	\$12.40
• from 100 feet to 150 feet	Per Lineal Foot	\$16.00
Drilling (Time Basis)/2 man-crew	Per Crew-Hour	\$212.00
Drilling (Time Basis)/3 man-crew	Per Crew-Hour	\$262.00
Rock Coring (N or H size)		
• from surface to 50 feet	Per Lineal Foot	\$39.75
• from 50 feet to 100 feet	Per Lineal Foot	\$45.75
• from 100 feet to 150 feet	Per Lineal Foot	\$51.50

SAMPLING

Additional SPT and Samples		
• from 10 feet to 25 feet	Per Additional Sample	\$32.75
• from 25 feet to 50 feet	Per Additional Sample	\$36.00
• from 50 feet to 100 feet	Per Additional Sample	\$41.00
• from 100 feet to 125 feet	Per Additional Sample	\$46.00
• from 125 feet to 150 feet	Per Additional Sample	\$57.50
Undisturbed Samples		
• Shelby Tube	Per Sample	\$146.00
• Fixed-Piston Shelby, Osterberg, Pitcher	Per Sample	\$178.00

SOUNDINGS

Electric Dutch Cone Soundings	Per Lineal Foot	\$14.00
Piezocone Soundings	Per Lineal Foot	\$15.50
Muck Probing/Clay Sampling	Per Crew-Hour	\$224.00
Electric Dutch Cone Soundings (Time Basis)	Per Crew-Hour	\$215.00
Piezocone/Piezoprobe Soundings (Time Basis)	Per Crew-Hour	\$234.00
Piezocone Dissipation Monitoring	Per Crew-Hour	\$232.00
Piezoprobe Dissipation Monitoring	Per Crew-Hour	\$185.00

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Dec. 12, 2016

ARDAMAN & ASSOCIATES, INC.
2017 FEE SCHEDULE*
FIELD SERVICES (PAGE 2 OF 3)

OTHER CHARGES

Clearing Difficult Access, Hole Location and Set-Up	Per Crew-Hour	\$191.00
Standby Time	Per Crew-Hour	\$191.00
Piezometer and Well Installation (plus materials)	Per Crew-Hour	\$212.00
Bore Hole Grouting and Sealing (plus materials)	Per Crew-Hour	\$212.00
Well Clearing/Sensitivity Test/Water Level Reading	Per Crew-Hour	\$212.00
Double Ring Infiltration Test	Per Test	\$620.00
Air Boat Use	Per Day	\$405.00
Support Water Truck Use	Per Day	\$164.00
Instrumentation Unit Use	Per Day	\$295.00
Lodging and Subsistence (in Florida)	Per Crewman-Day	\$125.00
Lodging and Subsistence (outside Florida)	Rate Determined Per Job	
Meal Expenses for Field Employees (in Florida)	Per Crewman-Day	\$38.00
Meal Expenses for Field Employees (outside Florida)	Rate Determined Per Job	
Materials & Supplies	Per Job	At Cost + 12%

GENERAL FIELD EQUIPMENT

Data Logger	Per Day	\$415.00
Organic Vapor Analyzer (OVA 128 or Gastech)	Per Day	\$137.00
Photo Ionization Detector (Photovac Tip)	Per Day	\$170.00
Methane Detector	Per Day	\$140.00
Explosimeter	Per Day	\$88.00
Generator	Per Day	\$147.00
Air Compressor	Per Day	\$79.00
Steam Cleaner	Per Day	\$140.00
Surveying Equipment	Per Day	\$85.00
Centrifugal Development Pump	Per Day	\$64.00
Submersible Sampling Pump and Controller (Daily)	Per Day	\$190.00
Submersible Sampling Pump and Controller (Weekly)	Per Week	\$570.00
Submersible Development Pump (Daily)	Per Day	\$87.00
Submersible Development Pump (Weekly)	Per Week	\$262.00
Peristaltic Purging Pump	Per Day	\$66.00
Magnetometer	Per Day	\$63.00
Product/Water Interface Probe	Per Day	\$84.00
pH/Conductivity Meter	Per Day	\$29.50
Turbidity Meter	Per Day	\$67.00
Dissolved Oxygen Meter	Per Day	\$120.00
Water Level Indicator	Per Day	\$26.40
Bailer Usage	Per Day	\$28.40
Streamgaging flow meter	Per Day	\$29.40
Concrete Saw	Per Day	\$143.00
Vibration Monitor	Per Day	\$276.00
Trimble GeoXH GPS	Per Day	\$71.00
Transducer	Per Day	\$75.00
Hand Auger	Per Day	\$20.25
Jon Boat & Motor	Per Day	\$210.00
Ponar Dredge	Per Day	\$25.40
Kemmar Sampler	Per Day	\$25.40
Manta Data Sonde	Per Day	\$185.00
Bridge Board	Per Day	\$112.50
Inflatable Boat	Per Day	\$87.00

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Dec. 12, 2016

ARDAMAN & ASSOCIATES, INC.
2017 FEE SCHEDULE*
FIELD SERVICES (PAGE 3 OF 3)

EXPENDABLE SUPPLIES

High Capacity (1 or 0.45 micron) Filter	Each	\$29.50
Disposal Teflon Bailer	Each	\$27.50
Disposable Polyethylene Bailer	Each	\$17.00
Disposable Free Product Bailer	Each	\$29.00
Isopropyl Alcohol (decontamination)	Per Gallon	\$19.00
Deionized Water (decontamination)	Per Five Gallons	\$14.00
16 oz. Soil Jars (soil headspace analysis)	Per Box of 12	\$14.00
Tygon Tubing	Per Foot	\$3.65
Polyethylene Tubing	Per Foot	\$0.62
55-gallon Drum	Each	\$89.00
Master Lock	Each	\$19.50

GEOPHYSICAL EQUIPMENT

Geonics EM 34-3	Per Day	\$288.00
AGI Sting R1-IP	Per Day	\$267.00
Liner Leak Detection Equipment	Per Day	\$300.00

SPECIAL DRILLING/SOUNDING

Prices for special drilling (barge drilling; air boat sampling; amphibious drilling; NQ wire line coring; large diameter borings; drilling in corrosive, contaminated or hazardous materials; drilling at great depths; installing large diameter temporary casing; etc.), field vane testing, and other specialized sampling or field tests will be determined per project. Work performed over water will be at 1.5 times the standard unit prices.

INSTRUMENTATION

Prices for installation of monitor wells, inclinometers and settlement devices and for performance of packer tests will be determined per project.

TERMS: All invoices are due and payable upon receipt unless other arrangements have been made previously. A finance charge of 1.5% per month, which is an annual interest rate of 18%, will be paid on all invoices not paid within 30 days. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.

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Dec. 12, 2016

ARDAMAN & ASSOCIATES, INC.
2017 FEE SCHEDULE*
LABORATORY SOIL TESTING SERVICES (PAGE 1 OF 2)

CLASSIFICATION TESTS

Moisture Content (ASTM D-2216)	Each	\$14.50
Gypsum Moisture Content (ASTM D-2216) at 40° C	Each	\$25.50
Organic Content		
Loss on Ignition (ASTM D-2974)	Each	\$33.50
Wet Combustion (AASHTO T-194)	Each	\$113.00
Unit Weight/Classification of Undisturbed Sample	Each	\$66.00
Grain Size Distribution		
Sieve Analysis (ASTM D-421, D-422)	Each	\$52.00
Fines Content (ASTM D-1140)	Each	\$35.00
Hydrometer Analysis (ASTM D-422)	Each	\$113.00
Atterberg Limits (ASTM D-4318); Method A; Wet Preparation		
Plasticity Index Less than 150%	Per Set	\$114.00
Plasticity Index Greater than 150%	Add'l Per Set	\$69.50
Shrinkage Limit (ASTM D-4943)	Each	\$89.00
Specific Gravity (ASTM D-854)	Each	\$99.50
Marsh Funnel Viscosity (API 13B-1)	Each	\$23.00
Slump Cone (ASTM C-143)	Each	\$23.00
Effective Porosity (ASTM D-2325 at 1/3 atm)	Each	\$78.00

COMPACTION TESTS

Standard (ASTM D-698) or Modified Proctor (ASTM D-1557)		
Up to 5 Points	Per Test	\$115.00
More than 5 Points	Per Add'l Point	\$15.25
Plasticity Index Greater than 20%	Add'l Per Test	\$123.00
Maximum-Minimum Density (ASTM D-4253, D-4254)	Per Set	\$127.00
Limerock Bearing Ratio (3 Points)	Per Set	\$386.00

CONSOLIDATION TESTS

Incremental Consolidation Test (ASTM D-2435)		
Up to Ten Load or Unload Increments	Per Test	\$640.00
More than Ten Load or Unload Increments	Per Add'l	\$57.00
Constant Rate of Strain Consolidation Test (ASTM D-4186)	Each	\$655.00
Settling Test (D=10cm; Ho=30cm)	Each	\$122.00

PERMEABILITY TESTS

Rigid Mold Permeameter (ASTM D 2434), $k \geq 1E-03$ cm/sec & $-200 < 10\%$	Each	\$250.00
Flexible Wall Permeameter (ASTM D 5084), $k > 1E-08$ cm/sec	Each	\$320.00
Flexible Wall Permeameter (ASTM D 5084), $k \leq 1E-08$ cm/sec	Each	\$458.00
Permeation with Fluid Other Than Water	Add'l Per Test	\$203.00

STRENGTH TESTS

Strength Index Tests (Torvane, Penetrometer)	Each	\$6.25
Vane Shear Test (ASTM D-4648)	Each	\$23.80
Unconfined Compression Test (ASTM D-2166)		
Strength Only	Each	\$57.50
With Stress-Strain Curve	Each	\$106.00
Triaxial Tests		
Unconsolidated-Undrained (ASTM D-2850)	Each	\$276.00
Unconsolidated-Undrained (with pore pressure response)	Each	\$615.00
Consolidated-Undrained (with pore pressure measurement)	Each	\$615.00
Consolidated-Drained on Sands	Each	\$500.00
Consolidated-Drained on Fine Grained Soils	Each	\$660.00
Use of Fluid Other Than Water	Add'l Per Test	\$203.00

TERMS: All invoices are due and payable upon receipt unless other arrangements have been made previously. A finance charge of 1.5% per month, which is an annual interest rate of 18%, will be paid on all invoices not paid within 30 days. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.

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Dec. 12, 2016

ARDAMAN & ASSOCIATES, INC.
2017 FEE SCHEDULE*
LABORATORY SOIL TESTING SERVICES (PAGE 2 OF 2)

STRENGTH TESTS (Continued)

Direct Shear Tests		
Conventional 2.3" Box Shear (ASTM D-3080)	Per Normal Load	\$305.00
2.3" Box Shear With Stress Reversals	Per Normal Load	\$467.00
2.3" Box Shear With Geosynthetics	Per Normal Load	\$320.00
Direct Simple Shear Test (ASTM D-6528)	Per Normal Load	\$805.00
Split Tensile for Rock Cores (ASTM D-3967)	Each	\$147.00
Angle of Repose	Each	\$53.75

Preparation of Laboratory Samples for Testing (e.g., sedimented or compacted) will be charged at \$36.50 per sample. Prices for Visual Classification, for Special Sample Preparation, for Special Laboratory Tests (Slurry Consolidation, Leaching Tests, Settling Tests, etc.), and for testing contaminated soils or hazardous materials will be determined per project based upon technician man-hours and other considerations. In addition, a daily charge of \$20.75 per day will be assessed for special long-term laboratory tests (i.e., slurry consolidation, leaching tests, etc.).

TERMS: All invoices are due and payable upon receipt unless other arrangements have been made previously. A finance charge of 1.5% per month, which is an annual interest rate of 18%, will be paid on all invoices not paid within 30 days. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.

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Dec. 12, 2016

ARDAMAN & ASSOCIATES, INC.
2017 FEE SCHEDULE*
LABORATORY CHEMICAL & GEOSYNTHETIC TESTING SERVICES

CHEMICAL TESTS

pH (FM5-550)	Each	\$8.10
Specific Conductance (FM3-D 1125)	Each	\$9.10
Sulfate (FM5-553)	Each	\$44.50
Chloride (FM5-552)	Each	\$44.50
Soil pH (FM5-550)	Each	\$44.50
Soil Specific Conductance	Each	\$44.50
Soil Resistivity (ASTM G-57 or FM5-551)	Each	\$49.50
Carbonate Content (ASTM D 4373; HCl gasometric)	Each	\$72.50
Carbonate Content (FM5-514; HCl gravimetric)	Each	\$120.00
Water Corrosivity Series (FM5-550, 552, 553, FM3-D 1125)	Each	\$101.50
Soil Corrosivity Series (ASTM D2216, FM5-550, 551, 552, 553)	Each	\$177.00
Aggregate Soluble Silica (H2SO4 Extraction)	Each	\$248.00
Concrete Low Level Chloride (FM5-516)	Each	\$154.00

GEOSYNTHETICS

Geomembrane Thickness (ASTM D-751, D-5199 or D-5994)	Per Sample	\$17.00
Geomembrane Asperity Height (ASTM D7466)	Per Sample	\$37.00
Geomembrane Density (ASTM D-792)	Per Sample	\$33.00
Geomembrane Tensile Strength (ASTM D6693; 5 MD/5 XD)	Per Set	\$82.00
Geomembrane Tear Resistance (ASTM D1004; 10 MD/10 XD)	Per Set	\$72.00
Geomembrane Seams (ASTM D-4437 or D-6392)		
• Extrusion Weld (5 Peel and 5 Shear) Specimens	Per Set	\$48.00
• Double-Wedge Fusion Weld (10 Peel & 5 Shear) Specimens	Per Set	\$71.75
Geotextile Grab Tensile Strength ((ASTM D4632; 10 MD/10 XD)	Per Set	\$82.00
Geotextile Trapezoidal Tear (ASTM D4533; 10 MD/10 XD)	Per Set	\$96.50
Geotextile Wide-Width Tensile (ASTM D4595; 6 MD/6 XD)	Per Set	\$125.00
Geotextile Mass/Unit Area (ASTM D-3776 or D-5261)	Per Sample	\$33.00
Geotextile Thickness (ASTM D-1777 or D-5199)	Per Sample	\$17.00
Geotextile Seam Strength (ASTM D-4884)	Per Sample	\$62.00
Geocomposite Bond Strength (ASTM D7005; 5 MD Both Sides)	Per Set	\$102.00
Geonet Breaking Force (ASTM D7179; 5 MD)	Per Set	\$60.00
GCL Bonding Peel Strength (ASTM D6496; 5 MD)	Per Set	\$60.00
GCL Tensile Strength (ASTM D6768; 5 MD)	Per Set	\$60.00
Interface Direct Shear (ASTM D-5321)		
• Geosynthetic to Geosynthetic	Per Normal Stress	\$278.00
• Geosynthetic to Soil	Per Normal Stress	\$380.00

SAMPLE PREPARATION AND SPECIAL TESTS

Preparation of Samples for Testing (e.g., crushing for carbonate content determination, filtering of clayey soil for chemical tests) will be charged at \$36.50 per sample. Prices for other tests on geomembranes and geotextiles will be determined per project based upon technician man-hours and other considerations.

TERMS: All invoices are due and payable upon receipt unless other arrangements have been made previously. A finance charge of 1.5% per month, which is an annual interest rate of 18%, will be paid on all invoices not paid within 30 days. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.

*These prices are in effect for work completed through December 29, 2017. This fee schedule will be superseded by the 2018 fee schedule on December 30, 2017.

Dec, 12, 2016

ARDAMAN & ASSOCIATES, INC.
2017 FEE SCHEDULE
DRILLING MATERIALS AND SUPPLIES

Special Task/Crew Chief - Technician V	Per Hour	\$ 81.00
Special Task/ Drill Helper -Technician II	Per Hour	\$ 54.00
Sensitivity Equipment	Per Day	\$ 133.00
Grout Tremie Pipe	Per Foot	\$ 1.60
Drilling Mud - Grouting	Per Bag	\$ 16.25
Silica Sand - 50 lbs.	Per Bag	\$ 7.00
Portland Cement - 47 lbs.	Per Bag	\$ 11.25
Sakrete Mix	Per Bag	\$ 6.50
Bentonite Pellets	Per Pound	\$ 1.00
Bentonite Chips - 50 lbs.	Per Bag	\$ 16.25
High Solids Bentonite Grout - 50 lbs.	Per Bag	\$ 31.50
Pipe Solid - 1.00" TFJ PVC40	Per Foot	\$ 1.65
Pipe Solid - 1.25" TFJ PVC40	Per Foot	\$ 2.25
Pipe Solid - 1.50" TFJ PVC40	Per Foot	\$ 2.50
Pipe Solid - 2.00" TFJ PVC40	Per Foot	\$ 2.30
Pipe Solid - 4.00" TFJ PVC40	Per Foot	\$ 6.00
Pipe Slotted - 1.00" TFJ PVC40	Per Foot	\$ 2.50
Pipe Slotted - 1.25" TFJ PVC40	Per Foot	\$ 3.10
Pipe Slotted - 1.50" TFJ PVC40	Per Foot	\$ 2.85
Pipe Slotted - 2.00" TFJ PVC40	Per Foot	\$ 3.25
Pipe Slotted - 4.00" TFJ PVC40	Per Foot	\$ 8.25
Cap - 1.00" TFJ PVC40	Each	\$ 7.50
Cap - 1.25" TFJ PVC40	Each	\$ 9.75
Cap - 1.50" TFJ PVC40	Each	\$ 9.00
Cap - 2.00" TFJ PVC40	Each	\$ 6.25
Cap - 4.00" TFJ PVC40	Each	\$ 34.50
Pipe Solid - 1.00" SLJ PVC40	Per Foot	\$ 1.00
Pipe Solid - 1.25" SLJ PVC40	Per Foot	\$ 1.00
Pipe Solid - 1.50" SLJ PVC40	Per Foot	\$ 1.25
Pipe Solid - 2.00" SLJ PVC40	Per Foot	\$ 1.50
Pipe Solid - 4.00" SLJ PVC40	Per Foot	\$ 4.00
Pipe Solid - 6.00" SLJ PVC40	Per Foot	\$ 7.25
Pipe Slotted - 1.00" SLJ PVC40	Per Foot	\$ 2.00
Pipe Slotted - 1.25" SLJ PVC40	Per Foot	\$ 2.50
Pipe Slotted - 1.50" SLJ PVC40	Per Foot	\$ 2.30
Pipe Slotted - 2.00" SLJ PVC40	Per Foot	\$ 3.20
Pipe Slotted - 4.00" SLJ PVC40	Per Foot	\$ 8.25
Cap - 1.00" SLJ PVC40	Each	\$ 0.90
Cap - 1.25" SLJ PVC40	Each	\$ 1.00
Cap - 1.50" SLJ PVC40	Each	\$ 1.10
Cap - 2.00" SLJ PVC40	Each	\$ 1.50
Cap - 4.00" SLJ PVC40	Each	\$ 9.00
Cap - 6.00" SLJ PVC40	Each	\$ 21.00
Coupling - 1.00" SLJ PVC40	Each	\$ 1.00
Coupling - 1.25" SLJ PVC40	Each	\$ 1.25
Coupling - 1.50" SLJ PVC40	Each	\$ 1.00
Coupling - 2.00" SLJ PVC40	Each	\$ 1.80
Coupling - 4.00" SLJ PVC40	Each	\$ 7.00
Coupling - 6.00" SLJ PVC40	Each	\$ 22.50
8" Manhole with Cover	Each	\$ 40.00
12" Manhole with Cover	Each	\$ 80.00
Hollow-Stem Plug - 6"	Each	\$ 2.75
Well Centralizer - 2.00" S.S.	Each	\$ 28.00
Well Centralizer - 4.00" S.S.	Each	\$ 35.00
4.00" Protector Pipe - Aluminum	Each	\$ 96.00
6.00" Protector Pipe - Aluminum	Each	\$ 234.00
4.00" Protection Pipe - Black Steel	Each	\$ 102.00
6.00" Protection Pipe - Black Steel	Each	\$ 208.00

TERMS: All invoices are due and payable upon receipt unless other arrangements have been made previously. A finance charge of 1.5% per month, which is an annual interest rate of 18%, will be paid on all invoices not paid within 30 days. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.

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Dec. 12, 2016

Inwood Consulting Engineers, Inc.
Poinciana / I-4 Connector
Contract # 001251

Class I	Max Salary (based on category high)
Project Manager	\$41.50
Chief Engineer	\$75.50
QA/QC Officer	\$59.00
Principal Engineer	\$62.65
Senior Engineer	\$75.50
Senior Project Engineer	\$53.00
Project Engineer	\$46.00
Engineer	\$39.00
Engineering Intern	\$25.25
Chief Scientist	\$51.50
Senior Scientist	\$38.25
Senior Environmental Specialist	\$35.50
Public Information Officer	\$24.75
Chief Designer	\$44.50
Senior Designer	\$31.00
Designer	\$26.00
Contract Coordinator	\$30.50

Modica & Associates, Inc.
Poinciana / I-4 Connector
Contract # 001251

Class I	Max Salary (based on category high)
Senior Scientist	\$33.89

**Southeastern Archaeological Research Inc.
Poinciana / I-4 Connector
Contract # 001251**

Class I	Max Salary (based on category high)
Project Manager	\$130.49
Chief Archaeologist	\$50.27
Senior Specialist	\$45.22
Specialist	\$27.73
Senior Archaeologist	\$33.15
Archaeologist	\$23.64
GIS Specialist	\$24.69
Secretary/Clerical	\$26.00

**The Balmoral Group, LLC
Poinciana / I-4 Connector
Contract # 001251**

Class I	Max Salary (based on category high)
Project Manager	\$57.69
Chief Engineer	\$68.75
Senior Project Engineer	\$54.74
Project Engineer	\$45.00
Engineer	\$38.00
Engineering Intern	\$28.84
Engineering Technician	\$14.00
Senior Designer	\$34.05
Research Economist/GIS Specialist	\$28.98

**WBQ Design & Engineering, Inc.
Poinciana / I-4 Connector
Contract # 001251**

Class I	Max Salary (based on category high)
Project Manager	\$74.42
Chief Engineer	\$63.49
Sr. Utility Coordinator	\$53.06
Project Engineer	\$48.64
Engineer	\$28.54
Contract Coordinator	\$22.12
Sr. Surveyor & Mapper	\$55.49
Surveyor & Mapper	\$37.02
Survey Technician	\$26.64

**WBQ Design & Engineering, Inc.
Poinciana / I-4 Connector
Contract # 001251**

Class II	Unit Prices
2-person Survey Crew	\$1,220.40
3-person Survey Crew	\$1,533.68
4-person Survey Crew	\$1,846.88

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Concept, Feasibility & Mobility Study for the Poinciana / I-4 Connector
County: Osceola County, Polk County
FPN: Contract 001251
FAP No.:

Consult Name: Kimley-Horn and Associates, Inc.
Consult No. TBD
Date: 2/22/2017
Estimator: Cliff Tate

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Chief Engineer	Principal Engineer	Senior Engineer	Project Engineer	Engineering Intern	Project Planner	Planner	Chief Scientist	Senior Scientist	Environmental Specialist	Chief Designer	Specialist	Secretary /Clerical	SH By Activity	Salary Cost By Activity	Average Rate Per Task
Public Involvement	1,291	129	13	65	129	129	129	129	0	129	129	65	0	65	180	1,291	\$63,287	\$49.02
Engineering Analysis & Report	2,958	296	89	325	592	444	444	148	296	0	0	0	296	0	28	2,958	\$152,184	\$51.45
Environmental Analysis & Reports	249	12	0	0	0	0	0	0	0	112	75	50	0	0	0	249	\$13,203	\$53.02
Miscellaneous	436	218	0	0	0	0	0	0	0	0	0	0	0	0	218	436	\$22,768	\$52.22
Total Staff Hours	4,934	655	102	390	721	573	573	277	296	241	204	115	296	65	426	4,934		
Total Staff Cost		\$50,186.10	\$8,607.78	\$27,939.60	\$40,808.60	\$25,905.33	\$19,739.85	\$12,287.72	\$9,466.08	\$16,166.28	\$9,124.92	\$3,255.65	\$13,024.00	\$3,078.40	\$11,851.32		\$251,441.63	\$50.96

Survey Field Days by Subconsultant

4 - Person Crew:

Notes:

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

SALARY RELATED COSTS:

OVERHEAD:		194.83%	\$251,441.63
SUBTOTAL			\$741,325.36
PROFIT MARGIN (LS):		10.4220%	\$77,260.93
SALARY RELATED SUBTOTAL:			\$818,586.29
EXPENSES (LS):			\$13,141.19
Survey (Field - if by Prime)	0.00	4-man crew day: \$ * / day	\$0.00
SUBTOTAL - PRIME			\$831,727.48
Subconsultant: Inwood Consulting Engineers			\$130,038.37
Subconsultant: The Balmoral Group			\$85,244.10
Subconsultant: Ardaman & Associates			\$17,404.98
Subconsultant: WBQ Design & Engineering			\$76,462.34
Subconsultant: SEARCH, Inc.			\$8,393.03
Subconsultant: Modica & Associates			\$5,484.20
SUBTOTAL SUBCONSULTANTS:			\$323,027.02
Optional Services			\$0.00
GRAND TOTAL ESTIMATED FEE:			\$1,154,754.50

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

Name of Consultant: Kimley-Horn & Assoc., Inc.

Study for the Poinciana / I-4 Connector

Contract 001251

		Project Staff Hours													
Activity No.	Activity	Kimley-Horn & Assoc., Inc.	Inwood	Balmoral	WBQ	Modica	Ardaman	Search	Sub 7	Sub 8	Sub 9	Sub 10	Sub 11	Sub 12	Total Hours
1	Public Involvement	1291	108	12	0	0	0	0							1411
2	Engineering Analysis & Report	2958	663	672	470	0	120	0							4883
3	Environmental Analysis & Reports	249	0	0	0	66	0	97							412
4	Miscellaneous	436	28	0	0	0	0	0							464
Project Total		4,934	799	684	470	66	120	97	0	0	0	0	0	0	7,170

- Notes:
1. Staff hours for consultant come directly from each discipline's worksheet.
 2. Staff hours for subconsultants are to be entered manually into columns D through O.
 3. For workbooks prepared by subconsultants, their project hours will be totaled in column C.

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

Estimator:

Concept, Feasibility & Mobility Study for the Poinciana / I-4 Connector

Contract 001251

Representing		Print Name										Signature / Date	
NOTE: Signature Block is optional, per District preference						Sub Consultants							
Task No.	Task	Units	# of Units	Hours / Unit	KHA Hours	Inwood	Balmoral	WBQ	Modica	Ardaman	Search	Total Hours	Comments
NOTE: * subject to QC													
1.1	Public Involvement Program *	LS	1	66	66							66	Review and revise CH2M's PIP (we assume this is available)
1.2	Public Involvement Data Collection	LS	1	96	96							96	
1.3	Notice of Intent (EIS only) *	LS	1	0	0							0	
1.4	Advance Notification *	LS	1	0	0							0	
1.5	Scheduled Public Meetings												
Scoping Meeting													
Set Up/Scoping Package													
	Project Handouts *	LS	1	0	0							0	
	Exhibits *	LS	1	0	0							0	
	Site Selection *	LS	1	0	0							0	
	Notification Letters *	LS	1	0	0							0	
	Staff Briefing *	LS	1	0	0							0	
Participation and Notes													
	Participation	LS	1	0	0							0	
	Notes	LS	1	0	0							0	
Elected Officials/Agency Kickoff Meeting													
Set Up/Scoping Package													
	Project Handouts *	LS	1	0	0							0	
	Exhibits *	LS	1	0	0							0	
	Site Selection *	LS	1	0	0							0	
	Notification Letters *	LS	1	24	24							24	
	Press Release/Meeting Announcements *	LS	1	0	0							0	
	Staff Briefing *	LS	1	0	0							0	
Participation and Notes													
	Participation	LS	1	0	0							0	
	Notes	LS	1	0	0							0	
Advisory Group Meetings (6)													
Set Up													
	Project Handouts *	LS	1		0							0	
	Exhibits *	LS	1		0							0	
	Site Selection *	LS	1		0							0	
	Notification Letters *	LS	1		0							0	
	Press Release/Meeting Announcements *	LS	1		0							0	
	Staff Briefing *	LS	1		0							0	
Participation and notes													
	Participation	LS	1	162	162							162	Includes All Tasks associated with Advisory Group Meetings
	Notes	LS	1		0							0	

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

Task No.	Task	Units	# of Units	Hours / Unit	KHA Hours	Inwood	Balmoral	WBQ	Modica	Ardaman	Search	Total Hours	Comments
	Corridor or Informational Meeting												
	Set Up/Scoping Package												
	Project Handouts *	LS	1	60	60							60	
	Exhibits *	LS	1	128	128							128	
	Site Selection *	LS	1	4	4							4	
	Notification Letters *	LS	1	40	40							40	
	Press Release/Meeting Announcements *	LS	1	8	8							8	
	Staff Briefing *	LS	1	24	24							24	
	Participation and Notes												
	Participation	LS	1	117	117							117	
	Notes	LS	1	24	24							24	
	Alternatives Public Meeting												
	Set Up/Scoping Package												
	Project Handouts *	LS	1	0	0							0	
	Exhibits *	LS	1	0	0							0	
	Site Selection *	LS	1	0	0							0	
	Notification Letters *	LS	1	0	0							0	
	Press Release/Meeting Announcements *	LS	1	0	0							0	
	Staff Briefing *	LS	1	0	0							0	
	Participation and Notes												
	Participation	LS	1	0	0							0	
	Notes	LS	1	0	0							0	
	1.5 Scheduled Public Meetings Total				591	0	0	0	0	0	0	591	
1.6	Other (Unscheduled) Public and Agency Meetings	LS	1	228	228	24	12					264	
1.7	Public Hearing												
	Invitation / Notification / Set up / Follow-up												
	Project Handouts *	LS	1	0	0							0	
	Exhibits *	LS	1	0	0							0	
	Site Selection *	LS	1	0	0							0	
	Notification Letters *	LS	1	0	0							0	
	Press Release/Meeting Advertisement *	LS	1	0	0							0	
	Arrange for Court Reporter *	LS	1	0	0							0	
	Staff Briefing *	LS	1	0	0							0	
	Written Responses to Comments *	LS	1	0	0							0	
	Transcript, errata sheet and certification *	LS	1	0	0							0	
	Participation and Notes												
	Participation	LS	1	0	0							0	
	Notes	LS	1	0	0							0	
	1.7 Public Hearing Total				0	0	0	0	0	0	0	0	
1.8	Location and Design Concept Acceptance Notice/Notification of Approved Environmental Document from FHWA *	LS	1	0	0							0	
1.9	Special Public Involvement Requirements												
	General Public Correspondence *	LS	1	126	126							126	12 months (8*12) + 30 documentation
	News Letters, Preparation / Distribution *	LS	1	104	104							104	3 newsletters, English and Spanish
	Web Site Development *	LS	1	0	0							0	
	Web Site Maintenance *	LS	1	48	48							48	Use CFX website, provide information to CFX (12*4)
	Videos, Renderings, etc. *	LS	1	0	0	80						80	Video of PPT presentation with voice
	1.9 Special Public Involvement Requirements Total				278	80	0	0	0	0	0	358	
	Public Involvement Subtotal				1259	104	12	0	0	0	0	1375	
	Hours Subject to QC				632	80	0	0	0	0	0	712	
1.10	Quality Assurance / Quality Control	LS	%	5%	32	4	0	0	0	0	0	36	
	PUBLIC INVOLVEMENT TOTAL HOURS				1291	108	12	0	0	0	0	1411	

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

Estimator:

Concept, Feasibility & Mobility Study for the Poinciana / I-4 Connector
Contract 001251

Representing		Print Name										Signature / Date	
NOTE: Signature Block is optional, per District preference						Sub Consultants							
Task No.	Task	Units	# of Units	Hours / Unit	KHA Hours	Inwood	Balmoral	WBQ	Modica	Ardaman	Search	Total Hours	Comments
NOTE: * subject to QC													
2.1	Field Review	LS	1	32	44	16		12				72	3 reviews x 3 people x 8 hours = 72
2.2	Survey Coordination												
	Aerial Photography	LS	1	40	40							40	Obtain aerials through existing sources.
	Survey Coordination	LS	1	0	0							0	
	2.2 Survey Coordination Total				40	0	0	0	0	0	0	40	
2.3	Geotechnical												
	Soils	LS	1	0	0					120		120	
	Geotechnical Coordination	LS	1	8	8							8	sub coordination
	2.3 Geotechnical Total				8	0	0	0	0	120	0	128	
2.4	Traffic												
	Traffic Data	LS	1	12	12							12	Collect and organize count information from multiple sources in 2 counties and 2 Districts
	Traffic Analysis												
	+ Design Traffic *	LS	1	360	360							360	Three Corridors + No build. Includes coordination with T&E consultant on land use, alternatives, design traffic, T&E traffic, lane calls, interchange concepts, operating conditions, developing DDHV, Turning Movements, evaluating appropriate designs at interchanges. (3 x 100 + 1 x 60)
	- Traffic Operational Analysis *	LS	1	0	0							0	Included above
	- Design Traffic Documentation *	LS	1	0	0							0	Included above
	Traffic Data for Noise Analysis *	LS	1	0	0							0	n/a
	2.4 Traffic Total				372	0	0	0	0	0	0	372	
2.5	Safety												
	Crash Data	LS	1	12	12							12	I-4, SR 429 interchange, CR 532 interchange, CR 532, local roads serving movement
	Safety Analysis *	LS	1	40	40							40	For roadway segments above and proposed expressway rates
	2.5 Safety Total				52	0	0	0	0	0	0	52	
2.6	Utilities and Railroads												
	Data Collection	EA	0	0	0	48						48	Inwood
	Analysis and Report *	LS	1	0	0	188						188	Inwood
	2.6 Utilities and Railroads Total				0	236	0	0	0	0	0	236	
2.7	Needs												
	Transportation Plans	LS	1	32	32							32	8 agency plans, collect and summarize (8*4)
	Planning Consistency Form *	LS	1	0	0							0	
	Analysis of Existing Conditions *	LS	1	0	0							0	
	Purpose and Need *	LS	1	12	12							12	
	2.7 Needs Total				44	0	0	0	0	0	0	44	
2.8	Corridor Analysis	LS	1	0	0	80	0	0	0	0	0	80	LSM
2.9	Roadway												
	Existing Roadway Characteristics	LS	1	240	240							240	Existing Conditions Technical Memorandum and ACER review memorandum
	Typical Section Analysis *	EA	1	40	40							40	1 typical for expressway (8 hours) + 1 typical for CD system along I-4 (24 hours) + ramps typicals (8 hours)
	Corridor Analysis*	LS	1	0	0							0	
	Roadway Design Alternatives *	LS	1	728	728							728	3 alternatives x 6 miles x 16 hours (=288 hrs) + 3 I-4 interchange options (1 @ SR 429, 1@CR 532, 1@new alignment) + 80 hrs (=240 hrs) + 3@CR 532 or US 17-92 x 40 hours (=120 hrs) + 10 miles x 8 hrs (=80 hrs) = 728 hrs.

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

Task No.	Task	Units	# of Units	Hours / Unit	KHA Hours	Inwood	Balmoral	WBQ	Modica	Ardaman	Search	Total Hours	Comments
	Access Management *	LS	1	0	0							0	
	Identify Construction Segments *	LS	1	36	36							36	Interim construction to CR 532
	2.9 Roadway Total				1044	0	0	0	0	0	0	1044	
2.10	Structures												
	Existing Structure Characteristics	EA	1	0	0							0	
	Structures Typical Section Analysis *	EA	1	96	96							96	per negotiations
	Structures Design Alternatives *	EA	1	120	120							120	per negotiations
	2.10 Structures Total				216	0	0	0	0	0	0	216	
2.11	Drainage												
	Floodplain and Environmental Permit Data Collection*	LS	1	0	0		120					120	per negotiations
	Floodplain Compensation Analysis*	LS	1	0	0		318					318	per negotiations
	Pond Siting Analysis and Report*	LS	1	0	0		160					160	per negotiations
	Pond Siting Meetings	LS	1	0	0		0					0	
	Location Hydraulic Report*	LS	1	0	0		42					42	per negotiations
	Environmental Look Around (ELA) Meeting	LS	1	0	0							0	
	2.11 Drainage Total				0	0	640	0	0	0	0	640	
2.12	Concept Plans												
	Base Map *	Sheet	1	40	40							40	per negotiations
	Alternative Concept Plan *	Sheet	1	396	396	80		320				796	per negotiations
	Preferred Alternative *	Sheet	1	80	80							80	per negotiations
	2.12 Concept Plans Total				516	80	0	320	0	0	0	916	
2.13	Typical Section Package *	LS	1	0	0							0	
2.14	Design Exception and Variations												
	Identify Design Exceptions and Variations	LS	1	0	0							0	
	Prepare Design Exception and Variation Package(s) *	EA	0	0	0							0	
	2.14 Design Exception and Variation Total				0	0	0	0	0	0	0	0	
2.15	Multimodal Accommodations *	EA	1	100	100							100	
2.16	Park and Ride Lots	EA	1	40	40							40	
2.17	Maintenance of Traffic*	LS	1	0	0							0	
2.18	Comparative Analysis and Evaluation Matrix *	LS	1	40	40							40	
2.19	Selection of Preferred Alternative(s) *	LS	1	8	8							8	
2.20	Value Engineering Study	EA	0	0	0							0	
2.21	Risk Management	LS	1	0	0							0	
2.22	Construction Cost Estimates *	LS	1	0	0	120						120	
2.23	Right of Way Cost Estimates												
	Notes and Maps for Estimate *	LS	1	0	0			116				116	
	Preparation Cost Estimate *	LS	1	0	0							0	
	2.23 Right of Way Cost Estimates Total				0	0	0	116	0	0	0	116	
2.24	Preliminary Engineering Report (PER)												Concept, Feasibility and Mobility Study Report (Draft & Final)
	Draft *	LS	1	280	280							280	
	Final *	LS	1	140	140							140	
	2.24 Preliminary Engineering Report (PER) Total				420	0	0	0	0	0	0	420	
2.25	Other Engineering Services												
	IMR/IR Reports *	LS	1	0	0							0	
	Intelligent Transportation Systems *	LS	1	0	0							0	

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

Task No.	Task	Units	# of Units	Hours / Unit	KHA Hours	Inwood	Balmoral	WBQ	Modica	Ardaman	Search	Total Hours	Comments
	Roundabout Evaluation *	EA	1	0	0							0	
	Existing Signage Inventory *	LS	1	0	0							0	
	2.25 Other Engineering Services Total				0	0	0	0	0	0	0	0	
	Engineering Analysis and Report Subtotal				2944	532	640	448	0	120	0	4684	
	Hours Subject to QC				2516	388	640	436	0	0	0	3980	
2.25	Quality Assurance / Quality Control	LS	%	5%	14	131	32	22	0	0	0	199	QA/QC hours shifted from KHA to Inwood = 112 hrs.
	ENGINEERING ANALYSIS AND REPORT TOTAL HOURS				2958	663	672	470	0	120	0	4883	

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

Estimator:

Concept, Feasibility & Mobility Study for the Poinciana / I-4 Connector
Contract 001251

Representing	Print Name								Signature / Date	

NOTE: Signature Block is optional, per District preference

						Sub Consultants							
Task No.	Task	Units	# of Units	Hours / Unit	KHA Hours	Inwood	Balmoral	WBQ	Modica	Ardaman	Search	Total Hours	Comments

NOTE: * subject to QC

SOCIOCULTURAL EFFECTS

3.1	Social Resources												
	Land Use Changes *	LS	1	0	24							24	
	Social *	LS	1	0	24							24	
	Economic *	LS	1	0	18							18	
	Mobility *	LS	1	0	12							12	
	Aesthetics *	LS	1	0	4							4	
	3.1 Social Resources Total				82	0	0	0	0	0	0	82	
3.2	Sociocultural Effects Evaluation Report*	LS	1	0	32							32	
3.3	Relocation Potential												
	Review and Impact Determination *	LS	1	0	0							0	
	Conceptual Stage Relocation Plan *	LS	1	0	0							0	
	3.3 Relocation Potential Total				0	0	0	0	0	0	0	0	

CULTURAL RESOURCES

3.4	Archaeological and Historical Resources												
	Research Design Methodology As Required	LS	1	0	0							0	
	Cultural Resource Assessment Survey (CRAS) *	LS	1	8	8						92	100	Coordination with SEARCH
	CRAS Addendum or Technical Memorandum for Pond Sites	LS	1	0	0							0	
	Determination of Eligibility (DOE) As Required	LS	1	0	0							0	
	Case Study Report *	LS	1	0	0							0	
	Memorandum of Agreement (MOA) *	LS	1	0	0							0	
	Historic Resources, Section 4(f) Evaluation	LS	1	0	0							0	
	Section 106 Consultation Meetings	LS	1	0	0							0	
	Native American Coordination Meeting	LS	1	0	0							0	
	Section 106 Public Involvement	LS	1	0	0							0	
	Cultural Resource Committee Meetings	LS	1	0	0							0	
	3.4 Archaeological and Historical Resources Total				8	0	0	0	0	0	92	100	

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

Task No.	Task	Units	# of Units	Hours / Unit	KHA Hours	Inwood	Balmoral	WBQ	Modica	Ardaman	Search	Total Hours	Comments
3.5	Recreational, Section 4(f)												
	Section 4 (f) Determination of Applicability *	EA	0	0	0							0	
	Section 4(f) "de minimus" Documentation *	EA	0	0	0							0	
	Section 4 (f) Evaluation *	EA	0	0	0							0	
	3.5 Recreational, Section 4(f) Total				0	0	0	0	0	0	0	0	
NATURAL RESOURCES													
3.6	Wetlands and Essential Fish Habitat												
	Data Collection - Wetlands	LS	1	0	0				32			32	field verification/ground truthing: 2 people x 2 trips X 8 hours
	Data Collection - Essential Fish Habitat Assessment	LS	1	0	0							0	
	Conceptual Mitigation Plan *	LS	1	8	8							8	
	Analysis & Report - Essential Fish Habitat *	LS	1	0	0							0	
	Evaluation & Report - Wetlands *	LS	1	0	20				32			52	Prepare summary for draft and final report
	3.6 Wetlands and Essential Fish Habitat Total				28	0	0	0	64	0	0	92	
3.7	Water Quality *	LS	1	0	0							0	
3.8	Special Designations *	LS	1	2	2							2	
3.9	Wildlife and Habitat												
	Data collection	LS	1	16	16							16	field verification: 2 people x 8 hours
	Analysis and report *	LS	1	20	20							20	Prepare summary for draft and final report
	Conservation Measures and Mitigation Plan *	LS	1	10	10							10	
	3.9 Wildlife and Habitat Total				46	0	0	0	0	0	0	46	
3.10	Identify Permit Conditions *	LS	1	2	2							2	
3.11	Farmlands *	LS	1	0	0							0	
PHYSICAL EFFECTS													
3.12	Noise												
	Methodology Meeting	LS	1	0	0							0	
	Traffic Data Review	LS	1	0	0							0	
	Elevation Data	LS	1	0	0							0	
	Land Use Field Review/Outdoor Advertising Identification	LS	1	0	0							0	
	Field Measurement and Model Validation	LS	1	0	0							0	
	Outdoor Advertising Identification	LS	1	0	0							0	
	Construction Noise and Vibration	LS	1	0	0							0	
	Analysis and Noise Abatement Evaluation*	LS	1	0	0							0	
	Noise Report *	LS	1	0	0							0	
	3.12 Noise Total				0	0	0	0	0	0	0	0	
3.13	Air Quality												
	Screening Analysis *	LS	1	0	0							0	
	Air Quality Modeling * (As Required)	LS	1	0	0							0	
	3.13 Air Quality Total				0	0	0	0	0	0	0	0	

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

Task No.	Task	Units	# of Units	Hours / Unit	KHA Hours	Inwood	Balmoral	WBQ	Modica	Ardaman	Search	Total Hours	Comments
3.14	Construction Impact Analysis *	LS	1	0	0							0	
3.15	Contamination												
	Field Data	LS	1	8	8							8	1 person x 8 hours
	Analysis/Report *	LS	1	30	30							30	Prepare summary for draft and final report
	3.15 Contamination Total				38	0	0	0	0	0	0	38	
ENVIRONMENTAL REPORTS													
3.16	Class of Action Determination *	LS	1	0	0							0	
3.17	CATEX Type II * (if not part of 3.19 - Class of Action Determination)	LS	1	0	0							0	
3.18	SEIR * (if not part of 3.19 - Class of Action Determination)	LS	1	0	0							0	
3.19	Environmental Assessment *	LS	1	0	0							0	
3.20	FONSI *	LS	1	0	0							0	
3.21	Draft EIS *	LS	1	0	0							0	
3.22	Final EIS *	LS	1	0	0							0	
Environmental Analysis and Report Subtotal					238	0	0	0	64	0	92	394	
Hours Subject to QC					214	0	0	0	32	0	92	338	
3.23	Quality Assurance / Quality Control	LS	%	5%	11	0	0	0	2	0	5	18	
ENVIRONMENTAL ANALYSIS AND REPORT TOTAL HOURS					249	0	0	0	66	0	97	412	

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

Estimator:

Concept, Feasibility & Mobility Study for the Poinciana / I-4 Connector
Contract 001251

Representing	Print Name								Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	# of Units	Hours / Unit	KHA Hours	Inwood	Balmoral	WBQ	Modica	Ardaman	Search	Total Hours	Comments
4.1	Contract and Project Files	LS	1	128	128	16						144	12 months at 12 hrs each.
4.2	Project Management Meetings and Coordination	LS	1	308	308	12						320	
4.3	Additional Services												
	4. Roadway Analysis	LS	1	0	0							0	
	5. Roadway Plans	LS	1	0	0							0	
	6a. Drainage Analysis	LS	1	0	0							0	
	6b. Drainage Plans	LS	1	0	0							0	
	8. Environmental Permits	LS	1	0	0							0	
	27. Survey	LS	1	0	0							0	
	28. Photogrammetry	LS	1	0	0							0	
	29. Mapping	LS	1	0	0							0	
	32. Noise Update	LS	1	0	0							0	
	35. Geotechnical	LS	1	0	0							0	
	4.3 Additional Services Total				0	0	0	0	0	0	0	0	
	MISCELLANEOUS TOTAL HOURS				436	28	0	0	0	0	0	464	

Projected Expenses - Concept, Feasibility & Mobility Study for the Poinciana / I-4 Connector
Kimley-Horn

Task	Description	Item	Number	Units		Rate	Cost
6.6	Progress Meetings	Mileage	24	8	miles	0.445	\$ 85.44
7.3	Public Meeting	Color Handouts	200	2	11x17	1.1	\$ 440.00
		Typical Boards	40	1	Boards	30	\$ 1,200.00
		Large Boards	12	1	Boards	120	\$ 1,440.00
		Board Hinge	12	1	hinge	10	\$ 120.00
		Color Letter	2000	2	pages	0.6	\$ 2,400.00
		Stamps	2000	1	stamp	0.49	\$ 980.00
7.4	Board Meetings	Presentations	6	45	miles	0.445	\$ 120.15
		Color Handouts	300	1	pages	0.6	\$ 180.00
7.6	Kickoff Letter	Color Letter	2000	2	pages	0.6	\$ 2,400.00
7.7	Meetings	Mileage	24	50	miles	0.445	\$ 534.00
8	Data Collection	Mileage	24	120	miles	0.445	\$ 1,281.60
	Reports	BW Sheets	100	20	reports	0.04	\$ 80.00
		Color Sheets	30	20	reports	0.6	\$ 360.00
	Misc.	BW Sheets	2000	1		0.04	\$ 80.00
		Color Sheets	1000	1		0.6	\$ 600.00
		Plots	100	1		8.4	\$ 840.00
	Total						\$ 13,141.19

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Concept, Feasibility & Mobility Study for the Poinciana / I-4 Connector
County: Osceola/Orange
Contract: Contract 001251

Consult. Name: Inwood Consulting Engineers, Inc.
Consult. No.: K11A-004-01
Date: 2/21/2017
Estimator: Alex Hall, PE

Staff Classification	Total Staff Hours From "Sub Summary - Firm"	Project Manager	Chief Engineer	QA/QC Officer	Principal Engineer	Senior Engineer	Senior Project Engineer	Project Engineer	Engineer	Engineering Intern	Chief Scientist	Senior Scientist	Senior Environ. Specialist	Public Info. Officer	Chief Designer	Senior Designer	Designer	Contract Coordinator	SH	Salary	Average
		\$41,340	\$75,500	\$392,000	\$62,643	\$75,500	\$53,000	\$44,750	\$17,520	\$23,800	\$51,500	\$78,250	\$35,500	\$24,750	\$12,430	\$31,000	\$26,000	\$30,500	By Activity	Cost By Activity	Rate Per Task
Public Involvement	108	22	11	0	0	0	0	0	0	0	0	0	0	32	43	0	0	0	108	\$4,360	\$40.37
Engineering Analysis & Report	663	0	67	66	33	33	133	199	33	33	0	0	0	0	0	0	66	0	663	\$33,248	\$50.15
Environmental Analysis & Reports	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Miscellaneous	28	0	22	0	0	3	0	0	0	0	0	0	0	0	0	0	0	3	28	\$1,979	\$70.68
Total Staff Hours	799	22	100	66	33	36	133	199	33	33	0	0	0	32	43	0	66	3	799		
Total Staff Cost		\$913.00	\$7,550.00	\$3,894.00	\$2,067.44	\$2,718.00	\$7,049.00	\$8,005.25	\$1,238.16	\$827.97	\$0.00	\$0.00	\$0.00	\$792.00	\$1,824.49	\$0.00	\$1,716.00	\$91.50		\$39,586.82	\$49.55

Check = \$38,672.82

Note:

1. This sheet to be used by Subconsultant to calculate its fee.

SALARY-RELATED COSTS:		\$39,586.82
OVERHEAD:	195.60%	\$77,431.82
SUBTOTAL		\$117,018.64
PROFIT MARGIN (LS):	10.3810%	\$12,147.71
SALARY RELATED SUBTOTAL:		\$129,166.35
EXPENSES (LS):		\$872.02
Survey (Field - if by Sub)	0.00	\$0.00
4-man crew day: \$	4	/ day
SUBTOTAL - SUBCONSULTANT		\$130,038.37
Optional Services		\$0.00
SUBCONSULTANT TOTAL ESTIMATED FEE:		\$130,038.37

EXPENSES									
Prepared by:		Alex Hull, PE							
Project Description:		Concept, Feasibility & Mobility Study - Poinciana I-4 Connector							
REPRODUCTION		8½"x11"	8½"x11"	8½"x14"	11" X 17"	11" X 17"			
		<u>COLOR</u>	<u>BW</u>	<u>BW</u>	<u>COLOR</u>	<u>BW</u>			
Printing		220	1300		160	120			
Laminated Covers & Backs									
30%, 60% & Final Submittals									
<u>Signed & Sealed Originals</u>									
SUBTOTAL		220	1300	0	160	120			
UNIT COST		\$0.45	\$0.08	\$0.10	\$0.57	\$0.11			
TOTALS COST		\$99.00	\$104.00	\$0.00	\$91.20	\$13.20			
						Sub Total	\$307.40		
TRAVEL EXPENSES									
TRAVEL (From Oviedo Office)		Round Trip							
	To Project :	2	Trips @	150	Miles @	\$0.445	Per Mile =	\$133.50	
	Tolls:	2	Trips @	\$10.00	/round trip		=	\$20.00	
TRAVEL (From Oviedo Office)									
	To CFX Office:	4	Trips @	28	Miles @	\$0.445	Per Mile =	\$49.84	
	Tolls:	4	Trips @	\$8.00	/round trip		=	\$32.00	
						Sub Total	\$235.34		
SHIPPING		12	Months @	\$27.44	Per Month		=	\$329.28	
SHIPPING (Regular Mail)		6	Letters @	\$0.49	/letter		=	\$2.94	
SHIPPING (FEDEX)		2	Overnight Letters @	\$12.25	/letter		=	\$24.50	
						Monthly Total =	\$27.44		
						Sub Total	\$329.28		
TOTAL EXPENSES									\$872.02

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Concept, Feasibility & Mobility Study for the Poinciana / I-4 Connector
County: Osceola/Orange
Contract: 001251

Consult, Name: The Balmoral Group, LLC

Consult, No.

Date: 2/21/2017

Estimator:

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Chief Engineer	Senior Project Engineer	Project Engineer	Engineer	Engineering Intern	Engineering Technician	Senior Designer	Research Economist/GIS Specialist				SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$57.69	\$68.75	\$48.61	\$42.12	\$38.00	\$28.27	\$14.00	\$34.05	\$28.98	\$0.00	\$0.00	\$0.00			
Public Involvement	12	12	0	0	0	0	0	0	0	0	0	0	0	12	\$692	\$57.69
Engineering Analysis & Report	672	133	64	138	202	34	34	0	0	67	0	0	0	672	\$31,484	\$46.85
Environmental Analysis & Reports	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	684	145	64	138	202	34	34	0	0	67	0	0	0	684		
Total Staff Cost		\$8,365.05	\$4,400.00	\$6,708.18	\$8,508.24	\$1,292.00	\$961.18	\$0.00	\$0.00	\$1,941.66	\$0.00	\$0.00	\$0.00		\$32,176.31	\$47.04

Check

\$32,176.31

Note:

1. This sheet to be used by Subconsultant to calculate its fee.

SALARY-RELATED COSTS:

OVERHEAD: 135.52% \$32,176.31 \$43,605.34

SUBTOTAL \$75,781.65

PROFIT MARGIN (LS): 12.00% \$9,093.80

SALARY RELATED SUBTOTAL: \$84,875.45

EXPENSES (LS): \$368.65

Survey (Field - if by Sub) 0.00 4-man crew day: \$ / day \$0.00

SUBTOTAL - SUBCONSULTANT \$85,244.10

Optional Services \$0.00

SUBCONSULTANT TOTAL ESTIMATED FEE: \$85,244.10

MISCELLANEOUS & DIRECT EXPENSES

Central Florida Expressway Authority

Consultant: The Balmoral Group, LLC

Name of Job: **Concept, Feasibility & Mobility Study for the Poinciana / I-4 Connector**

Aerial Photography:	Sheets	Cost	Amount				
Right-of-Way Maps							
Drafting Medium (Mylar):	0	\$0.00	\$0			\$0.00	\$0.00
	BlueLine	Vellum	11X17	8.5X11			
Study Review (Draft & Final)			20	50	Sheets	5 draft & final	
Existing Conditions Report (Draft & Final)			100	150	Sheets	5 draft & final	
Concept Study Report (Draft & Final)			500	750	Sheets	5 draft + 20 final	
100% Plans				0	Sheets		
Final Plans				0	Sheets		
Misc. Prints			64	100	Sheets	QC	
Total	0	0	684	1050	Sheets		
Costs:	Blue Line		0	Sheets @	0.00	\$0.00	
	Vellum		0	Sheets @	0.00	\$0.00	
	Photocopy - 11X17		684	Sheets @	0.19	\$129.96	
	Photocopy - 8.5X11		1050	Sheets @	0.11	\$115.50	\$245.46
Travel From:	165 Lincoln Avenue Winter Park, FL						
To Project:	Trips						
(Overnight)	x	people x		days @\$50		\$0.00	
(Per Diem)	x	people x		days @\$6		\$0.00	
Transport. - (Comm.)	x	people x		0.00 per trip		\$0.00	
Public Mtg - (POV)	1 x	70 miles x		0.445 per mile		\$31.15	
- (Rental)	0 x	0 (days x \$		0.00 Day Rate)			
	+	0 (miles x \$		0.00 Mi. Rate)		\$0.00	
To District:	Trips						
(Per Diem)	0 x	0 people x		0.00 days @\$6		\$0.00	
Transport. - (Comm.)	0 x	0 people x		0.00 per trip		\$0.00	
Progress/AG - (POV)	4 x	18 miles x		0.445 per mile		\$32.04	
- (Rental)	0 x	0 (days x \$		0.00 Day Rate)			
		0 (miles x \$		0.00 Mi. Rate)		\$0.00	
							\$63.19
Shipping & Telephone	12 months @ \$	\$5.00 /Month)					\$60.00
TOTAL EXPENSES							LUMP SUM \$368.65
Date: 02/21/17							

PROJECT DEVELOPMENT & ENVIRONMENT PROJECT DATA

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Concept, Feasibility & Mobility Study for the Poinciana / I-4 Connector
 County: Osceola County, Polk County
 FPN: Contract 001251
 FAP No.: 0

Consult. Name: Ardaman & Associates, Inc.
 Consult. No. enter consultants proj. number
 Date: 2/22/2017
 Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Principal Engineer	Senior Project Engineer	Staff Engineer	Cadd Designer Technician	Administrative	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$0.00	\$214.90	\$174.04	\$91.06	\$80.96	\$61.19	\$9.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Engineering Analysis & Report	120	0	6	72	30	6	6	0	0	0	0	0	0	120	\$17,405	\$145.04
Environmental Analysis & Reports	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	120	0	6	72	30	6	6	0	0	0	0	0	0	120		
Total Staff Cost		\$0.00	\$1,289.40	\$12,530.88	\$2,731.80	\$485.76	\$367.14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$17,404.98	\$145.04

Check = \$17,404.98

SALARY RELATED COSTS:		\$17,404.98
OVERHEAD:	0.00%	\$0.00
SUBTOTAL		\$17,404.98
OPERATING MARGIN:	0.0000%	\$0.00
FCCM (Facilities Capital Cost Money):	0.00%	\$0.00
EXPENSES:		\$0.00
SALARY RELATED SUBTOTAL:		\$17,404.98
Survey (Field - if by Sub)	0.00 4-man crew days \$ = / day	\$0.00
SUBTOTAL - SUBCONSULTANT		\$17,404.98
Optional Services		\$0.00
SUBCONSULTANT TOTAL ESTIMATED FEE:		\$17,404.98

Note:

1. This sheet to be used by Subconsultant to calculate its fee.

PROJECT DEVELOPMENT & ENVIRONMENT PROJECT DATA

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Concept Feasibility & Mobility Study for the Poinciana / I-4 Connector
 County: Osceola County/Polk County
 CFX: Contract 001251
 FAP No.:

Consult Name: WBQ
 Consult No.
 Date: 2/21/2017
 Estimator:

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Chief Engineer	Sr. Utility Coordinator	Project Engineer	Engineer	Contract Coordinator	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$74.42	\$63.49	\$53.06	\$48.64	\$28.54	\$22.12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Engineering Analysis & Report	470	47	94	118	94	85	32	0	0	0	0	0	0	470	\$23,433	\$49.86
Environmental Analysis & Reports	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	470	47	94	118	94	85	32	0	0	0	0	0	0	470		
Total Staff Cost		\$3,497.74	\$5,968.06	\$6,261.08	\$4,572.16	\$2,425.90	\$707.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$23,432.78	\$49.86

Check: \$23,432.78

SALARY RELATED COSTS:		\$23,432.78
OVERHEAD:	195.6200%	\$45,839.20
SUBTOTAL		\$69,271.98
PROFIT MARGIN (LS):	10.3799%	\$7,190.36
SALARY RELATED SUBTOTAL:		\$76,462.34
EXPENSES (LS):		\$0.00
Survey (Field - if by Sub)	0.00 4-man crew days \$ / day	\$0.00
SUBTOTAL - SUBCONSULTANT		\$76,462.34
Optional Services		\$0.00
SUBCONSULTANT TOTAL ESTIMATED FEE:		\$76,462.34

Note:

1. This sheet to be used by Subconsultant to calculate its fee.

**PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA**

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Concept, Feasibility & Mobility Study for the Poinciana / I-4 Connector
 County: 0
 FPN: Contract 001251
 FAP No.: 0

Consult. Name: SEARCH
 Consult. No. enter consultants proj. number
 Date: 2/21/2017
 Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Chief Archaeologist	Sr. Specialist	Specialist	Sr. Archaeologist	Archaeologist	GIS Specialist	Secretary/ Clerical	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH	Salary	Average
		\$65.44	\$42.47	\$41.65	\$27.73	\$32.69	\$21.57	\$24.69	\$26.00	\$0.00	\$0.00	\$0.00	\$0.00	By Activity	Cost By Activity	Rate Per Task
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Engineering Analysis & Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Environmental Analysis & Reports	97	15	4	0	13	42	0	11	12	0	0	0	0	97	\$3,469	\$35.76
Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	97	15	4	0	13	42	0	11	12	0	0	0	0	97		
Total Staff Cost		\$981.60	\$169.88	\$0.00	\$360.49	\$1,372.98	\$0.00	\$271.59	\$312.00	\$0.00	\$0.00	\$0.00	\$0.00		\$3,468.54	\$35.76

Check - \$3,468.54

Note:

1. This sheet to be used by Subconsultant to calculate its fee.

SALARY RELATED COSTS:		\$3,468.54
OVERHEAD:	116.05%	\$4,025.24
SUBTOTAL		\$7,493.78
OPERATING MARGIN (LS):	12.00%	\$899.25
FCCM (Facilities Capital Cost Money):		\$0.00
EXPENSES (LS):		\$0.00
SALARY RELATED SUBTOTAL:		\$8,393.03
Survey (Field - if by Sub)	0.00 4-man crew day: \$ / day	\$0.00
SUBTOTAL - SUBCONSULTANT		\$8,393.03
Optional Services		\$0.00
SUBCONSULTANT TOTAL ESTIMATED FEE:		\$8,393.03

PROJECT DEVELOPMENT & ENVIRONMENT PROJECT DATA

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Concept, Feasibility & Mobility Study for the Poinciana / I-4 Connector
 County: Osceola County, Polk County
 FPN: Contract 001251
 FAP No.:

Consult Name: Modica and Associates, Inc.
 Consult No. enter consultants proj. number
 Date: 2/21/2017
 Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Senior Scientist	Staff Classification 2	Staff Classification 3	Staff Classification 4	Staff Classification 5	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$33.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Engineering Analysis & Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Environmental Analysis & Reports	66	66	0	0	0	0	0	0	0	0	0	0	0	66	\$2,231	\$33.80
Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	66	66	0	0	0	0	0	0	0	0	0	0	0	66		
Total Staff Cost		\$2,230.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$2,230.80	\$33.80

Check: \$2,230.80

Note:

1. This sheet to be used by Subconsultant to calculate its fee.

SALARY RELATED COSTS:		\$2,230.80
OVERHEAD:	119.50%	\$2,665.81
Subtotal		\$4,896.61
OPERATING MARGIN (LS):	12.00%	\$587.59
FCCM (Facilities Capital Cost Money):	0.00%	\$0.00
EXPENSES (LS):	0.00%	\$0.00
SALARY RELATED SUBTOTAL:		\$5,484.20
Survey (Field - if by Sub)	0.00 4-man crew days: \$ / day	\$0.00
SUBTOTAL - SUBCONSULTANT		\$5,484.20
Optional Services		\$0.00
SUBCONSULTANT TOTAL ESTIMATED FEE:		\$5,484.20

EXHIBIT D

PROJECT ORGANIZATIONAL CHART

Central Florida Expressway Authority

Principal-in-Charge

Ken Jackson, P.E.

Project Manager

Clif Tate, P.E.

Quality Control/Quality Assurance

Paul Cherry, P.E.

Engineering

Team Leader
Fred Burkett, P.E.

Corridor Analysis
Ryan Wetherell, P.E.
Lisa Stone, P.E.

Planning Consistency
Clif Tate, P.E.

Traffic Operations Review
Mike Woodward, P.E.
Heather Roberts, P.E.

Toll Coordination
Jim Sumislaski, P.E.

ITS
Jill Capelli, P.E.

Public Agency Coordination
Michael Garau, P.E.
Clif Tate, P.E.

Engineering Documentation
Lisa Stone, P.E.
Matt Fursetzer, P.E.

Concept/Interchange Development
Ramon Breton, P.E.
Jim Sumislaski, P.E.

Roadway Design
Ramon Breton, P.E.
Hao Chau, P.E.
Kevin Iannarone, P.E.¹

Structures
Jamea Long, P.E.

Drainage & Permitting
Renato Chuw, P.E.¹
Greg Seidel, P.E.²
Jennifer Nunn, P.E.²

Utility Coordination
David Ledgerwood, P.E.¹

Surveying & Mapping
Danny Williams, PSM⁴

Geotechnical
Ernie Cox, III, P.E.³
Colin Jewsbury, P.E.³

Aerial Photography
Steve Kuda, PSM, PPS⁵

ROW Support
Walter Carpenter, MAI, CRE⁸
Mark Carpenter, MAI⁸

Environmental

Team Leader
Lynn Kiefer

GIS/Land Suitability Mapping
Pam Turner, GISP
Erin Gentle, GISP

Socio-Cultural Effects
Kate Widness
Tori O'Malley

Wetlands
Brady Walker
Oliver Basse
Jason Houck, PWS, GISP¹
Alan Alshouse¹
Elaine Imbruglia⁷
Jim Modica⁷

Protected Species
Oliver Basse
Meredith Aiken
Tori O'Malley
Ben Shepherd, PWS¹
Alan Alshouse¹
Darla Miller⁷

Cultural Resources
Beth Chambless, RPA⁶
Melissa Dye, MA, RPA⁶
Jenna Higgins, MS⁶
Steven RabbySmith, MA, RPA⁶

Contamination
David Goldman, P.G.
Luke Davis, P.G.

Environmental Documentation
Lynn Kiefer
Oliver Basse
Elaine Imbruglia⁷

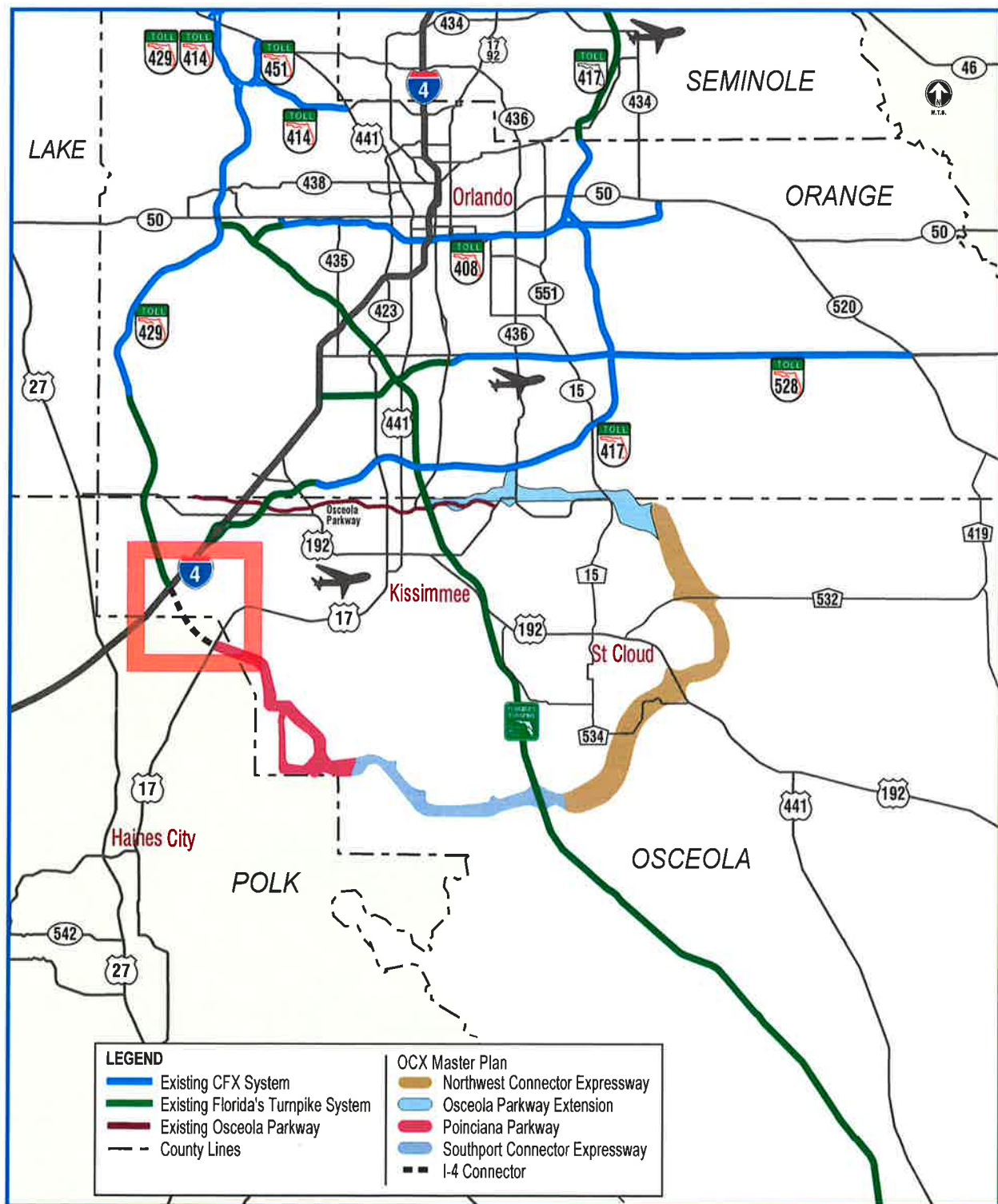
Technical Editor
Marcia Feldman

Subconsultant Partners

1. Inwood Consulting Engineers, Inc.
2. The Balmoral Group (SSBE/DBE/WBE)
3. Ardaman & Associates, Inc.
4. WBQ Design & Engineering, Inc. (DBE)
5. Aerial Cartographics of America, Inc.
6. SEARCH, Inc. (WBE)
7. Modica & Associates, Inc. (DBE/MBE)
8. Pinel & Carpenter, Inc.

EXHIBIT E

PROJECT LOCATION MAP



**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

Project Location Map for Poinciana Parkway Extension / I-4 Connector (599-224)

EXHIBIT F

SCHEDULE

**PROPOSED SCHEDULE - CONCEPT, FEASIBILITY, & MOBILITY STUDIES
OF THE OSCEOLA COUNTY EXPRESSWAY AUTHORITY MASTER PLAN PROJECTS**

[illegible]


CONSENT AGENDA ITEM

#7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth O. Williams 
Director of Procurement

DATE: February 28, 2017

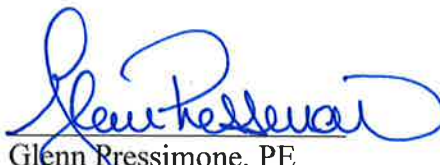
SUBJECT: Approval of Walker Parking Consultants as Subconsultant for the
General Engineering Consultant Services Contract with Dewberry Engineers, Inc.
Contract No. 001145

Dewberry Engineers, Inc., CFX's General Engineering Consultant, has requested approval to use Walker Parking Consultants to provide CFX with parking garage consulting.

The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by Dewberry Engineers, Inc., when its contract with CFX was originally awarded on November 10, 2016.

Board approval of Walker Parking Consultants as a subcontractor to Dewberry Engineers, Inc. is requested.

Reviewed by:


Glenn Pressimone, PE
Director of Engineering



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Dewberry Engineers, Inc. Date: 2/28/17

CFX Contract Name: General Engineering Consultant CFX Contract No.: 001145

Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant requests approval to sublet services to:

Subconsultant Name: Walker Parking Consultants

Address: 4904 Eisenhower Blvd, Suite 150 Tampa FL 33634

Phone No.: 813.888.5800

Federal Employee ID No.: _____

Description of Services to Be Sublet: parking garage consulting

Estimated Beginning Date of Sublet Services: March 2017

Estimated Completion Date of Sublet Services: November 2022

Estimated Value of Sublet Services*: \$ \$300,000

*(Not to exceed \$25,000 without prior Board Approval)

Consultant hereby certifies that the proposed subconsultant has been advised of, and agrees to, the terms and conditions in the Consultant's Contract with the Authority that are applicable to the subconsultant and the services to be sublet:

Requested By: _____

(Signature of Consultant Representative)

Assoc. Vice President / Program Manager

Title

Recommended by: _____

(Signature of Appropriate CFX Director/Manager)

Date: 2/28/2017

Approved by: _____

(Signature of Appropriate Chief)

Date: 2/28/17

Attach Subconsultant's Certificate of Insurance to this Request.


CONSENT AGENDA ITEM

#8

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: February 21, 2017

RE: Approval of Purchase Order to Convergent Technologies
For Security System Upgrade

Board authorization is requested to issue a purchase order to Convergent Technologies to purchase upgrades to and installation of infrastructure for CFX's security system in the amount of \$66,975.00.

The upgrade will replace obsolete, out-of-support hardware and expand the system capabilities. This is in support of the upgrades to the CFX headquarters building security system.

This purchase is funded in the five-year work plan.

Reviewed by:


Rafael Millan
Manager of Software Development




CONSENT AGENDA ITEM

#9

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: February 21, 2017


RE: Renewal of Agreement with
Computer Aid, Inc., for
Information Technology Services
Contract No. 000939

Board approval is requested for the second renewal of the referenced contract with Computer Aid, Inc., (CAI) in the amount of \$0.00. The renewal period will be from May 1, 2017, to April 30, 2018, at the same hourly rates currently being charged by CAI under the original Contract. The original contract term is three years with two one-year renewals.

Original Contract Amount	\$350,000.00
First Renewal	\$125,000.00
Second Renewal	\$ 0.00
Total Revised Contract Amount	\$452,000.00

CAI provides support personnel for the Information Technology (IT) Department on an as-needed basis.

This contract is budgeted for in the OM&A budget.

Reviewed by: 
Joann M. Chizlett
Director of Special Projects

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000939

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 9th day of March, 2017, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Computer Aid, Inc., hereinafter called "Contractor".

WITNESSETH

WHEREAS, CFX and Contractor entered into a Contract Agreement (the "Original Agreement") dated January 24, 2013, with a Notice to Proceed date of May 1, 2013, whereby CFX retained Contractor to perform information technology services in connection with CFX's business operations; and

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

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to the second renewal of said Original Agreement beginning the 1st day of May, 2017 and ending the 30th day of April, 2018, at the cost of \$0.00.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending April 30, 2017, Contractor shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending April 30, 2017.

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.

COMPUTER AID, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Print Name: _____

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) _____

LEGAL APPROVAL: _____
AS TO FORM General Counsel for CFX

Witness (2) _____

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000939

14 DEC 15 PM 1:54

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12th day of November, 2015, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Computer Aid, Inc., hereinafter called "Contractor".

14 DEC 15 PM 1:54

WITNESSETH

WHEREAS, CFX and Contractor entered into a Contract Agreement (the "Original Agreement") dated January 24, 2013, with a Notice to Proceed date of May 1, 2013, whereby CFX retained Contractor to perform information technology services in connection with CFX's business operations; and

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

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to the first renewal of said Original Agreement beginning the 1st day of May, 2016 and ending the 30th day of April, 2017, at the cost of \$125,000.00, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending April 30, 2016, Contractor shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending April 30, 2016.

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

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

COMPUTER AID, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:

Jennifer Boyer
Authorized Signature

BY:

Jim Howard
Director of Procurement

Print Name:

Jennifer Boyer

Title:

General Manager

ATTEST:

_____(SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1)

D. H. [Signature]

Witness (2)

B. [Signature]

LEGAL APPROVAL:
AS TO FORM

Joseph Hassiotou
General Counsel for CFX

CONTRACT NO. 000939

This Agreement entered into this 24th day of January, 2013, is by and between the Orlando-Orange County Expressway Authority ("AUTHORITY"), a body corporate and politic and agency of the State of Florida, having its principal place of business at 4974 ORL Tower Road, Orlando, Florida 32807 and Computer Aid, Inc. (CAI), a Pennsylvania corporation, having its principal place of business in Florida at ~~1451 West Cypress Creek Road, Suite 300, Ft. Lauderdale, Florida 33309~~ ("CAI").
6750 N. Andrews Ave., Suite 200

1. PURPOSE AND SCOPE

Whereas, AUTHORITY desires to retain CAI to perform information technology services on an ongoing basis in connection with AUTHORITY's business operations.

This Contract sets forth the terms and conditions under which CAI shall provide AUTHORITY time and materials or deliverable based services as defined in each Statement of Work, said services to be provided to AUTHORITY.

2. DEFINITIONS

A. ACCEPTANCE

Acceptance shall take the form of completed acceptance testing for deliverable work, in conformance with the requirements as set forth by the AUTHORITY in the applicable Statement of Work to CAI.

B. CONFIDENTIALITY

Notwithstanding anything in this Contract to the contrary, CAI acknowledges that AUTHORITY is a public agency of the State of Florida and as such, is subject to the requirements of Chapter 119, Florida Statutes, with regard to public records. Under no circumstances will AUTHORITY's compliance with the requirements of Chapter 119, Florida Statutes, constitute a breach of this contract or a violation of any copyright or other rights held by CAI. AUTHORITY agrees to acknowledge all legally allowable exemptions from Chapter 119's disclosure and public inspection and copying requirements, in the interest of protecting proprietary and confidential data (collectively, hereinafter, the "Chapter 119 Clause").

Subject to the foregoing, this contract includes proprietary and confidential data that shall not be disclosed outside AUTHORITY and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. This restriction does not limit any right to use information contained in this contract if it is obtained from another source without restriction.

C. DAYS

Unless specifically indicated otherwise, days mean regular business days that are not listed as official federal or state holidays.

D. DELIVERABLE(S)

Means the tangible embodiment of the product, service or result performed or provided by a CAI as described in the approved Statement of Work.

E. PARTY

A person or group involved in a legal contract.

F. SERVICE

Work done for others as an occupation or business.

G. STATEMENT OF WORK (SOW)

A Statement of Work means any incorporated, attached or subsequent document to an order which, upon acceptance by CAI in response thereto, shall be deemed a part of this Contract, and which describes the Deliverables, due dates, assignment duration and payment obligations for a specific project, engagement, or assignment for which CAI shall be providing Services.

H. WORK PRODUCT

The discovery, creation or development of inventions, combinations, machines, methods, formula, techniques, processes, improvements, software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship (collectively, the "Work Product").

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereto, intending to be legally bound, do hereby agree as follows:

3. TERM

The term of this Agreement shall be for three (3) years from the date of the Notice to Proceed from the AUTHORITY. Unless terminated by AUTHORITY or CAI giving written notice to the other not less than sixty (60) days prior to the end of its term, this Agreement may be renewed for two (2) additional one (1) year periods. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by CAI are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide CAI with written notice of its intent at least 90 days prior to the expiration of the initial three-year Contract Term.

4. SERVICES TO BE PROVIDED BY CAI

AUTHORITY shall issue a statement of work ("Statement of Work") for each project to be completed by CAI. The terms of each Statement of Work are incorporated herein by reference and will define the scope of work for a particular project assignment, the type of work, skill levels provided, location and approximate length of the project assignment, the applicable fee structure (e.g. fixed price, time and materials, or deliverable based), deliverable descriptions and due dates and criteria for successful completion and acceptance of the project assignment. Additional written and detailed technical specifications for the work to be performed may be attached to each Statement of Work as numbered exhibits. The Statement of Work shall be signed by both parties.

5. AUTHORITY RESPONSIBILITIES

AUTHORITY shall be responsible for providing those requirements as set forth in the Statement of Work.

6. FEES FOR SERVICES AND SUPPORT

AUTHORITY agrees to pay the charges as set forth in the Statement of Work. Additional expenses for materials and hardware may only be incurred by CAI and charged to AUTHORITY if prior written approval from AUTHORITY has been obtained. In the event any federal, state or local use, sales or other taxes or fees are assessed on, or in connection with, any of the services to be rendered herein, the amount of such tax or fee will be billed to AUTHORITY (excluding taxes based on CAI's net income). In the event that AUTHORITY approves overtime work under this Agreement, CAI will be compensated at overtime rates (time and one-half) for those positions required to be paid overtime under the Fair Labor Standards Act and governing state laws.

Fees for any renewal of this Agreement shall be at the then current rates charged by CAI for such services as outlined in Contract No. 973-561-06-1 between CAI and the State of Florida, and its renewal dated August 31, 2012, both of which are incorporated by reference as if fully set forth herein. Total fees incurred and paid under this Agreement shall not exceed \$350,000.00 (Three Hundred and Fifty Thousand Dollars) during the original three year period.

7. INSPECTION AND ACCEPTANCE OF DELIVERABLES

Acceptance of work performed for Time and Materials Statements of Work is the approval of the submitted timesheet. If AUTHORITY deems the work to be unacceptable AUTHORITY shall identify to CAI, in writing, the failure of the work to comply with the direction, provided listing all such errors and omissions with reasonable detail.

If, in the opinion of AUTHORITY, the work continues to not meet direction AUTHORITY shall have the option either to:

- (1) Request a replacement resource; or
- (2) Terminate the applicable Statement of Work and no further payment under it shall be rendered.

Acceptance of deliverables will occur in accordance with the deliverable approval plan and/or criteria set forth in the Deliverable Statement of Work. For Statements of Work where software is the deliverable, the deliverable approval plan must include an acceptance test plan. The acceptance test plan will provide for a final acceptance test, and may provide for interim milestone acceptance tests. Each acceptance test will be designed to demonstrate that the developed materials conform to the functional specification for the developed materials, if any, and/or the requirements of the Statement of Work. CAI shall notify AUTHORITY when the deliverable is completed and ready for acceptance testing. AUTHORITY will not unreasonably delay commencement of acceptance testing.

CAI shall certify, in writing, to AUTHORITY when a particular milestone, interim or final, is completed and ready for acceptance (hereinafter Acceptance). Unless otherwise agreed to in a Statement of Work, the Acceptance period shall be ten (10) days for interim milestones and thirty (30) days for final milestones. On or before the 10th day for interim milestones or 30th day for the final milestone, following receipt by AUTHORITY of CAI's certification of completion of a particular milestone, AUTHORITY shall either: (1) provide CAI with its written conditional acceptance of the developed materials in the completed milestone, subject to AUTHORITY's final acceptance or (2) identify to CAI, in writing, the failure of the developed materials to comply with the specifications, listing all such errors and omissions with reasonable detail.

If, in the opinion of AUTHORITY, the corrected developed materials still contain material failures, AUTHORITY shall have the option either to:

- (1) repeat the procedure set forth above; or
- (2) terminate the applicable Statement of Work and no further payment under it shall be rendered

If the AUTHORITY fails to notify CAI in writing of any failures in the developed materials within the applicable Acceptance period, the developed materials shall be deemed accepted.

8. CHANGES

At any time during the performance of a Statement of Work, AUTHORITY may request a change to the Statement of Work, CAI will make reasonable efforts to investigate the impact of the change request on the price, timetable, specifications, and other terms and conditions of the Statement of Work. If AUTHORITY is the requestor of the change, CAI will inform the requestor if there will be any charges for CAI's services in investigating the change request prior to incurring such charges. If AUTHORITY and CAI agree on the results of the investigation and any necessary amendments to the Statement of Work, the Statement of Work will be modified to take into account the agreed upon changes and the change will be implemented. If the parties cannot agree upon the results of the investigation or the necessary amendments to the Statement of Work, the change request will not be implemented.

Changes outside the scope of a Statement of Work shall not be accomplished until an amended Statement of Work or a new Statement of Work has been executed in accordance with the provisions of this Agreement.

9. BACKGROUND CHECKS / SECURITY POLICY

If requested by AUTHORITY, CAI will, at its expense, arrange for background checks for each of its employees, as well as the employees of any of its subcontractors. Background checks will include the following: (i) State Police Criminal History Record as governed by local code, and (ii) a drug test. Requests for additional background checks beyond those cited must be documented in the Statement of Work and will be charged to AUTHORITY. AUTHORITY may request a quote prior to the additional checks being performed and work commencing. Prior to any employee/subcontractor performing work for AUTHORITY, CAI shall provide written proof to AUTHORITY that such employee/subcontractor has not had positive responses to the criminal history and/or the drug test referenced above. Additionally, all CAI employees/subcontractors shall be bound by and adhere to the AUTHORITY's Security Policy, a copy of which is attached hereto and incorporated herein as Exhibit "A."

10. PAYMENT TERMS

AUTHORITY will be invoiced monthly for any charges incurred pursuant to the Statement of Work. Payment shall be due thirty (30) days after receipt of the invoice unless AUTHORITY notifies CAI of a billing dispute in writing prior to the payment due date.

11. TERMINATION

This Agreement may be terminated by AUTHORITY at any time with or without cause upon ten (10) days written notice to CAI. In the event of a termination of this Agreement, AUTHORITY shall be liable for any materials, articles, and work already furnished to AUTHORITY; for work performed to the date of termination; and for materials already purchased by CAI specifically for the performance of the project referenced herein unless the breach is caused by CAI. Upon final payment, AUTHORITY shall be entitled to all such materials or the product of any such work.

12. CONFIDENTIALITY

Subject to the Chapter 119 Clause at the beginning of this Contract, each party shall hold in confidence all materials or information disclosed to it in confidence hereunder ("Confidential Information") which are marked as confidential or proprietary, or if disclosed verbally, would ordinarily be regarded as confidential in the course of business on account of the nature of the information or the circumstances of its disclosure. Each party agrees to take precautions to prevent any unauthorized disclosure or use of Confidential Information consistent with precautions used to protect such party's own confidential or proprietary information, but in no event less than reasonable care. The obligations of the parties hereunder shall not apply to any Confidential Information which: (i) is no, or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available; (ii) is known by the receiving party at the time of receiving such information; (iii) is hereafter furnished to the receiving party by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by the receiving party without use of any of the other party's Confidential Information, or (v) is non-exempt information under Chapter 119, Florida Statutes. Notwithstanding the foregoing, disclosure of Confidential Information shall also not be precluded if such disclosure is in response to a valid order of a court or other governmental body or otherwise required by law; provided, however, that

the responding party shall first have given notice to the other party hereto to enable such other party to timely seek a protective order or otherwise prevent such disclosure.

13. EMPLOYEE NON-SOLICITATION

During the term of this Agreement and for a period of twelve (12) months thereafter, neither Party may directly or indirectly through a third party (including, but not limited to, an associate, affiliate or group company), refer employment, solicit, offer employment nor employ the other Party's employees without the written consent of the other Party. AUTHORITY contracts with numerous consultants in connection with its IT activities and does not have an employer/employee relationship with said consultants. Therefore, AUTHORITY does not warrant or represent an employer/employee relationship with said consultants.

14. LIMITATION OF LIABILITY

CAI agrees that it will take necessary steps consistent with accepted business practices to safeguard programs, files and data from loss or damage due to inadvertent action by the computer system or by CAI personnel. AUTHORITY agrees that CAI is an independent contractor and is solely responsible for providing the services described in this Agreement.

AUTHORITY agrees that CAI shall not be liable to AUTHORITY for (1) any liability claims, loss, damages or expense of any kind arising directly or indirectly out of services provided herein unless caused by the gross negligence of CAI; or (2) for any consequential, exemplary, punitive, incidental, lost profits or lost opportunity or special damages (even if it has been advised of the possibility of such damages), however caused, and AUTHORITY agrees to indemnify and hold CAI harmless against such liabilities, claims, losses, damages (consequential or otherwise) or expenses, or actions in respect thereof, asserted or brought against CAI by or in right of third parties.

CAI's liability to AUTHORITY under any Statement of Work issued under this Agreement shall in no event exceed the amount of fees paid by CAI to AUTHORITY as of the date the alleged damages were incurred. This limitation will apply, except as otherwise stated in this Section, regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not, however, apply to damages for: a) bodily injury; b) damage to real property or tangible personal property for which CAI is legally liable; or c) CAI's indemnity of AUTHORITY for patent, copyright, trade secret, or trademark protection. In no event will CAI be liable for lost profits, lost revenue or lost savings unless otherwise stated and agreed to by AUTHORITY and CAI in the Statement of Work.

Notwithstanding the foregoing, CAI will indemnify and hold AUTHORITY harmless from and against any and all loss, damage, claims or liability resulting from personal injury or property damage caused by the gross negligence or willful misconduct of CAI or its employees or agents.

CAI shall be liable for all worker's compensation benefits, employment, wage, income and other taxes which may be payable by it on behalf of its employees and/or agents.

15. WARRANTY AND DISCLAIMER OF WARRANTIES

CAI warrants that the services performed under this Agreement will be of a quality conforming to generally accepted industry standards and practices.

Where specific Statements of Work pertain to software projects, CAI warrants all programs developed as part of the services described in the Statement of Work to be free of programming defects for a period of sixty (60) days from turnover to AUTHORITY. This Warranty will become null and void should any code turned over to AUTHORITY be modified by non-CAI personnel during the warranty period. CAI does not warrant that the functions contained in a program will meet AUTHORITY's requirements. However, each warranted program will conform, when CAI delivers it, to the program specifications, if applicable. This Warranty applies only if the program is executed in the specified operating environment. A program may not operate in the combinations which AUTHORITY selects for its use other than as set forth in the Statement of Work.

Where Statements of Work are for time and material services, CAI will operate under a Best Efforts Basis. Under a time and material Statement of Work, AUTHORITY's obligation for payment to CAI is unconditional (subject only to the work having been performed) and not contingent upon the work product of CAI staff. The acceptance criterion is solely the approval of weekly timesheets.

Where Statements of Work are for deliverable based services, CAI will operate under a Best Efforts Basis. Under a deliverables based Statement of Work, AUTHORITY's obligation for payment to CAI is conditional upon acceptance of each deliverable using the criteria as defined in the Statement of Work.

CAI DOES NOT MAKE ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW, FROM A COURSE OF DEALING OR A USAGE OF TRADE, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

AUTHORITY represents and warrants that it has valid ownership or licenses for all of the software with which CAI will work and/or perform services and that it is entitled to modify or alter said software and AUTHORITY will indemnify, defend and hold CAI harmless from and against all claims, demands, suits, actions or damages of any kind resulting from claims that AUTHORITY does not have the rights as represented herein.

16. OWNERSHIP OF WORK PRODUCT

CAI hereby agrees that AUTHORITY shall own all rights, title and interest, including but not limited to copyright, patent, trademarks, trade secrets, and all other intellectual property rights in any and all software, technical information, specifications, drawings, records, documentation, creative works, concepts, residual knowledge or data, written, oral or otherwise arising out of, related to or resulting from this Agreement ("Work Product").

CAI hereby agrees that the Work Product is being developed as a "work made for hire", provided the Work Product qualifies as such in accordance with the United States copyright laws. If, for any reason, CAI is ever held or deemed to be the owner of any intellectual property rights set forth herein in the Work Product, then CAI hereby irrevocably assigns to AUTHORITY all such

rights, title and interest and agrees to execute all documents necessary to implement and confirm the letter and intent of this section. To the extent that any intellectual property owned by CAI is incorporated into any Work Product, then CAI hereby grants an irrevocable, nonexclusive, fully paid-up license to AUTHORITY for the use of said intellectual property.

If CAI or one or more of its employees, consultants, representatives, subcontractors or agents (collectively called "Associates") first conceives, reduces to practice, makes or develops in the course of work performed under this Agreement any inventions, discoveries or improvements (collectively called "Inventions"), CAI hereby agrees to assign to AUTHORITY all of CAI's and its Associates' entire right, title and interest in and to such Inventions and any patents any country may grant thereon.

17. GOVERNING LAW

The validity, construction, interpretation and enforceability of this Agreement and the capacity of the parties shall be determined and governed by the laws of the State of Florida. The forum for any dispute or litigation arising out of this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida. The prevailing party in any litigation shall be entitled to recover its reasonable attorney's fees and costs from the other party. BOTH PARTIES HEREBY WAIVE THE RIGHT TO A JURY TRIAL AND AGREE TO SUBMIT ANY DISPUTE TO A JUDGE AS THE TRIER OF FACT.

18. ASSIGNMENT

Neither party may assign nor delegate any of the rights or obligations herein without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.

19. RIGHTS AND REMEDIES

The rights and remedies provided each of the parties herein shall be cumulative and in addition to any other rights and remedies provided by law or otherwise. Any failure in the exercise by either party of its right to terminate this Agreement or to enforce any provision of this Agreement for default or violation by the other party shall not prejudice such party's rights of termination or enforcement for any further or other's default or violation.

20. INSURANCE

CAI shall purchase and maintain insurance for protection from claims under the Worker's Compensation Act and other statutory employee benefit provisions which are applicable in the state in which this Agreement is being performed. CAI shall obtain and keep in force throughout the term of this Agreement, comprehensive general liability insurance to cover claims for damages because of bodily injury, including death, of AUTHORITY personnel and third parties and from claims for damage to property of AUTHORITY or third parties which may arise out of or result from CAI's performance of work under the Agreement whether such work be by CAI or by a subcontractor or anyone directly or indirectly employed by any of them. Such liability insurance shall have the following: single limit liability with a minimum amount of \$2,000,000 in coverage. Further, CAI shall maintain errors and omissions coverage in the minimum amount of \$1,000,000. CAI shall submit a Certificate of Insurance to AUTHORITY listing AUTHORITY as an additional

insured and stating that thirty (30) days prior written notice must be given to AUTHORITY before cancellation of the policy.

21. ENTIRE AGREEMENT

This Agreement together with the Exhibits attached hereto and referenced herein and any Statements of Work constitute the entire agreement between the parties and supersedes any prior agreements and there are no representations, warranties, commitments, agreements or understandings, verbal or otherwise, relative to its subject matter except as set forth herein and on said Exhibits. This Agreement and the Exhibits may be amended only by an instrument in writing executed by the parties hereto.

22. ADVERTISING AND USE OF PROPRIETARY MARKS

CAI shall not use any AUTHORITY's name or refer to any AUTHORITY directly or indirectly, in any press release or formal advertisement without receiving prior written consent of AUTHORITY respectfully. In no event may CAI use a proprietary mark without receiving the prior written consent of AUTHORITY.

23. FORCE MAJEURE

Neither party shall be responsible for failure to meet its obligations under this Agreement if the failure arises from causes beyond the control and without the fault or negligence of the non-performing party. If any performance date under this Agreement is postponed or extended pursuant to this section for longer than thirty (30) calendar days, AUTHORITY, by written notice given during the postponement or extension, may terminate CAI's right to render further performance after the effective date of termination without liability for that termination.

24. NOTICES

Any notice, demand, request, or other communication (any "Communication") required or permitted to be given or made to or by either party hereunder or under the Agreement shall be in writing. Any Communication shall be deemed to have been delivered on the earlier of the day actually received (by whatever means sent) if received on a business day (or if not received on a business day, on the first business day after the day of receipt) or, regardless of whether or not received after the dates hereinafter specified, on the first business day after having been delivered to Federal Express or comparable air courier service, or on the second business day after having been deposited with the United States Postal Service, Express Mail, return receipt requested, or on the third business day after having been deposited with the United States Postal Service, registered or certified mail, return receipt requested, in each case addressed to the respective party at the several addresses indicated below or to such other addresses as may hereafter be indicated by notice delivered in accordance with the terms hereof to the other party:

If to CAI:

Contract Administrator
Computer Aid, Inc.
1390 Ridgeview Drive
Allentown, PA 18104-9065

If to AUTHORITY:

Joann Chizlett, Director of I.T.
OOCEA
4974 ORL Tower Road
Orlando, FL 32807

Copy to:

Gregg M. Feinberg, Esq.
Feinberg Law Office
1390 Ridgeview Drive, Suite 301
Allentown, PA 18104-9065

25. MISCELLANEOUS

All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective heirs, successors, legal representatives and permitted assigns. Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, except an assignment to a successor corporation of either one of the parties.

If the Party signing this Agreement is doing so as representative of either Party, that person guarantees and represents that they have the express authority to bind their respective Party.

If any of the provisions of this Agreement are ultimately deemed by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be deleted and the remaining terms and provisions of this Agreement shall continue in full force and effect.

Each party hereto shall be excused from performance hereunder for any period and to the extent that it is prevented from performing any services pursuant hereto in whole or in part, as a result of delays caused by the other party or an act of God, or other cause beyond its reasonable control and which it could not have prevented by reasonable precautions, including failures or fluctuations in electric power, heat, light or telecommunication equipment, and such nonperformance shall not be a default hereunder or a ground for termination hereof. CAI's time of performance shall be enlarged, if and to the extent reasonably necessary, in the event that: (i) AUTHORITY fails to submit input data in the prescribed form or in accordance with the agreed upon schedules; (ii) special request by AUTHORITY or any governmental agency authorized to regulate, supervise, or impact CAI's normal processing schedule; (iii) AUTHORITY fails to provide any equipment, software, premises or performance called for by this Agreement, and the same is necessary for CAI's performance hereunder. CAI will notify AUTHORITY of the estimated impact on its processing schedule, if any. In the event CAI is responsible for an error in processing AUTHORITY's data, CAI promptly will correct such error.

The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly by negotiations between senior staff/executives of the parties who have authority to settle the controversy.

The disputing party shall give the other party written notice of the dispute. Within twenty days after receipt of said notice, the receiving party shall submit to the other a written response. The notice and response shall include (a) a statement of each party's position and a summary of the evidence and arguments supporting its position, and (b) the name and title of the executive who will represent that party. The executives shall meet at a mutually acceptable time and place within thirty days of the date of the disputing party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

In the event a dispute arising out of or related to this Agreement (on the Services performed thereunder) has not been resolved pursuant to the aforesaid procedure within sixty days of the initiation of such procedures, or if either party will not participate in the resolution procedure, such dispute shall be resolved by binding arbitration conducted pursuant to the Rules of the American Arbitration Association. The arbitration shall occur in Orange County, Florida.

If any dispute regarding CAI claims arising hereunder or relating to the Agreement (and CAI's services hereunder) results in binding arbitration, the prevailing party in such arbitration shall be entitled to recover reasonable attorney's fees and costs including costs and expenses of expert witnesses.

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

For purposes of determining whether the judgment or award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to CAI for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to the AUTHORITY (exclusive of interest, costs or expenses) on claims asserted by the AUTHORITY against CAI in connection with the Agreement, and (ii) any amount offered in settlement prior to initiation of CAI arbitration claims (exclusive of interest, cost or expenses).

The term "contested claim" or "claims" shall mean the initial written claim(s) submitted to the AUTHORITY by CAI (disputed by the AUTHORITY) which have not otherwise been resolved prior to the initiation of binding arbitration. CAI claims or portions thereof which the AUTHORITY agreed to pay or offered to pay prior to initiation of arbitration shall not be deemed contested claims for purposes of this provision. If CAI submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CAI's claim(s).

Attorney's fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted through and including the arbitration hearing, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether such original claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

The term "costs" shall include any and all costs incurred, including without limitation consultant fees, expert witness fees, court reporter costs, photocopy costs, telephone charges and travel expenses, whether or not such costs are provided by statute or contained in the Florida State-Wide Guidelines.

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.

The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

26. INDEPENDENT CONTRACTOR

It is expressly understood that CAI, its agents, successors and assigns are independent contractors and are not employees, officers, directors, agents, successors or assigns of AUTHORITY, and have no authority whatsoever to bind AUTHORITY, by contract or otherwise. CAI's personnel and subcontractors shall observe the working hours, working rules and policies of AUTHORITY while working on AUTHORITY's premises.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement as of the date first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: *Paul Miller*
Director of Procurement

COMPUTER AID, INC.

By: *Kim Boyer*
Authorized Signature
Jennifer Boyer
Print Name
General Manager, CAE Florida
Title

Attest: *Lavern C. Dye* (Seal)
Secretary or Notary



LAVERN C. DYE
MY COMMISSION # DD 065702
EXPIRES: July 1, 2013
Bonded Thru Budget Notary Services

Approved as to form and execution, only.

Joseph Hossatore
General Counsel for the Orlando-Orange County
Expressway Authority

RECEIVED
CONTRACTS DEPT
ces *3/20/13*
SIGNATURE / DATE

PROJECT AREA 1: Analysis & Design	Job No.	Job Title	Scope Variant	Computer Aid, Inc.
Senior IT Leadership	1000.00	Chief Information Officer		
			No Variance	175.00
	1010.00	Chief Technology Officer		
			No Variance	175.00
	1020.00	IT Chief Operating Officer		
			No Variance	175.00
	1030.00	Operating Unit IT Executive		
			No Variance	150.00
	1040.00	Departmental IT Executive		
			No Variance	150.00
	1050.00	E-Business Executive		
			No Variance	150.00
	1060.00	Chief Information Security Officer		
			No Variance	150.00
Applications Development	1200.00	Director Systems and Programming		
			1. Team Leader	110.00
			2. Manager	125.00
			3. Sr. Manager	135.00
			4. Executive	150.00
	1210.00	Mgmt. Applications Development		
			1. Team Leader	110.00
			2. Manager	125.00
			3. Sr. Manager	135.00
			4. Executive	150.00
	1220.00	Applications Architect		
			A. Entry	86.00
			B. Intermediate	92.00
			C. Advanced	98.00
			D. Expert	108.00
	1230.00	Enterprise Application Integration (EA) Engineer		
			No Variance	115.00
	1240.00	Systems Analyst		
			A. Entry	60.00
			B. Intermediate	90.00
			C. Advanced	95.00
			D. Expert	115.00
	1250.00	Applications Development Analyst		
			A. Entry	65.00
			B. Intermediate	82.00
			C. Advanced	93.00
			D. Expert	105.00
Data Strategy and Management	1400.00	Database Manager		

			1. Team Leader	90.00
			2. Manager	110.00
			3. Sr. Manager	125.00
1410.00	Data Architect			
			A. Entry	75.00
			B. Intermediate	90.00
			C. Advanced	120.00
			D. Expert	135.00
1420.00	Data Modeler			
			A. Entry	65.00
			B. Intermediate	89.00
			C. Advanced	108.00
1430.00	Database Analyst			
			A. Entry	80.00
			B. Intermediate	95.00
			C. Advanced	105.00
			D. Expert	120.00
1440.00	Database Administrator			
			A. Entry	65.00
			B. Intermediate	85.00
			C. Advanced	100.00
			D. Expert	120.00
Quality Assurance	1600.00	Mgmt. Quality Assurance		
			1. Team Leader	85.00
			2. Manager	105.00
			3. Sr. Manager	120.00
			4. Executive	135.00
	1610.00	Quality Engineering Consultant		
			No Variance	95.00
	1620.00	Quality Assurance Analyst		
			A. Entry	58.00
			B. Intermediate	68.00
			C. Advanced	83.00
			D. Expert	89.00
Technology Research	1800.00	Manager, Technology Research		
			No Variance	100.00
	1810.00	Technology Research Analyst		
			A. Entry	70.00
			B. Intermediate	86.00
			C. Advanced	105.00
			D. Expert	120.00
Client Technologies	2000.00	Manager, Client Technologies		
			1. Team Leader	75.00
			2. Manager	106.00
			3. Sr. Manager	146.00
	2010.00	Client Technologies Analyst		
			A. Entry	51.00
			B. Intermediate	66.00
			C. Advanced	80.00
			D. Expert	96.00
	2020.00	Client Technologies Technician		

			A. Entry	51.00
			B. Intermediate	56.00
			C. Advanced	75.00
Customer Support	2200.00	Mgmt. Customer Support		
			1. Team Leader	65.00
			2. Manager	90.00
			3. Sr. Manager	110.00
	2210.00	Customer Support Analyst		
			A. Entry	38.00
			B. Intermediate	45.00
			C. Advanced	72.00
			D. Expert	95.00
	2220.00	Customer Support Technician		
			A. Entry	47.00
			B. Intermediate	50.00
			C. Advanced	65.00
Network Management	2400.00	Director, Network Operations		
			1. Team Leader	110.00
			2. Manager	120.00
			3. Sr. Manager	150.00
	2410.00	Manager, Network Operations		
			1. Team Leader	75.00
			2. Manager	105.00
			3. Sr. Manager	135.00
	2420.00	Network Architect		
			A. Entry	80.00
			B. Intermediate	95.00
			C. Advanced	100.00
			D. Expert	120.00
	2430.00	Network Engineer		
			B. Intermediate	90.00
			C. Advanced	100.00
			D. Expert	110.00
	2440.00	Network Analyst		
			A. Entry	63.00
			B. Intermediate	70.00
			C. Advanced	80.00
			D. Expert	105.00
	2450.00	Network Administrator		
			A. Entry	57.00
			B. Intermediate	70.00
			C. Advanced	85.00
			D. Expert	101.00
	2460.00	Network Technician		
			A. Entry	55.00
			B. Intermediate	65.00
			C. Advanced	67.00
			D. Expert	75.00
Internet Planning, Eng. & Operations	2600.00	Mgmt. Internet Operations		
			1. Team Leader	100.00
			2. Manager	125.00
			3. Sr. Manager	140.00
	2610.00	Internet/Web Architect		

		A. Entry	65.00
		B. Intermediate	81.00
		C. Advanced	104.00
		D. Expert	115.00
2620.00	Internet/Web Engineer		
		A. Entry	65.00
		B. Intermediate	90.00
		C. Advanced	108.00
2630.00	Web Applications Programmer		
		A. Entry	63.00
		B. Intermediate	88.00
		C. Advanced	100.00
		D. Expert	118.00
2640.00	Web Designer		
		A. Entry	50.00
		B. Intermediate	61.00
		C. Advanced	96.00
2650.00	Webmaster		
		A. Entry	55.00
		B. Intermediate	65.00
		C. Advanced	89.00
2660.00	Internet/Web Systems Administrator		
		A. Entry	53.00
		B. Intermediate	80.00
		C. Advanced	85.00
2670.00	Web Customer Support Specialist		
		A. Entry	51.00
		B. Intermediate	59.00
		C. Advanced	72.00
Operations	2800.00	Director, Data Center Operations	
		No Variance	125.00
	2810.00	Manager, Computer Operations	
		1. Team Leader	70.00
		2. Manager	95.00
		3. Sr. Manager	125.00
	2820.00	Supervisor, Computer Operations	
		1. Team Leader	70.00
		2. Manager	80.00
	2830.00	Computer Operator	
		A. Entry	42.00
		B. Intermediate	45.00
		C. Advanced	50.00
		D. Expert	56.00
	2840.00	Manager, Capacity Planning	
		No Variance	100.00
	2850.00	Manager, Production Support	
		1. Team Leader	100.00
		2. Manager	115.00
	2860.00	Production Support Analyst	
		A. Entry	55.00
		B. Intermediate	62.00

			C. Advanced	80.00
			D. Expert	85.00
Telecommunications	3000.00	Manager, Telecommunication Operations		
			1. Team Leader	90.00
			2. Manager	100.00
			3. Sr. Manager	125.00
	3010.00	Telecommunication Engineer		
			A. Entry	48.00
			B. Intermediate	71.00
			C. Advanced	86.00
			D. Expert	111.00
	3020.00	Telecommunication Technician		
			A. Entry	49.00
			B. Intermediate	56.00
			C. Advanced	75.00
Electronic Commerce	3200.00	Director, Electronic Commerce		
			No Variance	125.00
	3210.00	Manager, Electronic Commerce		
			No Variance	100.00
	3220.00	Electronic Commerce Analyst		
			A. Entry	53.00
			B. Intermediate	75.00
			C. Advanced	100.00
	3230.00	EDI Specialist		
			A. Entry	72.00
			B. Intermediate	80.00
			C. Advanced	85.00
Business Intelligence Systems Management	3400.00	Director, Data Warehouse		
			1. Team Leader	115.00
			2. Manager	125.00
			3. Sr. Manager	140.00
	3410.00	Manager, Data Warehouse		
			No Variance	135.00
	3420.00	Business Intelligence Analyst		
			No Variance	120.00
	3430.00	Data Warehouse Analyst		
			A. Entry	75.00
			B. Intermediate	86.00
			C. Advanced	105.00
			D. Expert	111.00
	3440.00	Data Warehouse Administrator		
			No Variance	100.00
	3600.00	Manager, Decision Support		
			No Variance	110.00
	3610.00	Decision Support Specialist		
			A. Entry	58.00
			B. Intermediate	70.00
			C. Advanced	80.00

			D. Expert	95.00
	3620.00	Decision Support Administrator		
			A. Entry	70.00
			B. Intermediate	85.00
			C. Advanced	110.00
	3800.00	Manager, CRM Technology		
			No Variance	150.00
	4000.00	Knowledge Engineer		
			No Variance	128.00
Enterprise Resource Planning (ERP)	4200.00	ERP Team Lead		
			No Variance	140.00
	4210.00	ERP Team Member		
			No Variance	110.00
	4220.00	ERP Configurer		
			No Variance	75.00
	4230.00	ERP Programmer/Analyst		
			A. Entry	68.00
			B. Intermediate	83.00
			C. Advanced	100.00
			D. Expert	115.00
	4240.00	ERP Systems Support Specialist		
			No Variance	85.00
	4250.00	ERP Systems Administrator		
			No Variance	100.00
	4600.00	Basis/Ale Technical Consultant		
			No Variance	115.00
Sourcing and Vendor Relationship Management	4800.00	Chief Sourcing Officer		
			No Variance	150.00
	4810.00	Manager IT Procurement		
			No Variance	125.00
	4820.00	IT Procurement Specialist		
			No Variance	70.00
	5000.00	Manager, Vendor Relationships		
			1. Team Leader	75.00
			2. Manager	100.00
			3. Sr. Manager	125.00
	5010.00	Manager, Outsourcing Contracts		
			No Variance	125.00
	5020.00	Contracts Manager		
			No Variance	89.00
	5040.00	Finance/Administration Specialist		
			A. Entry	60.00
			B. Intermediate	85.00
			C. Advanced	110.00
	5200.00	Technical Advisor		
			No Variance	120.00
Business Management / Administration	5400.00	Asset Manager		

		No Variance	110.00
5410.00	Asset Management Administrator		
		A. Entry	54.00
		B. Intermediate	61.00
		C. Advanced	66.00
5500.00	Director, HR/IT		
		No Variance	150.00
5600.00	Manager, HR/IT Staffing		
		No Variance	100.00
5610.00	Technical Recruiter		
		A. Entry	50.00
		B. Intermediate	65.00
		C. Advanced	80.00
5620.00	HR/IT Generalist		
		A. Entry	50.00
		B. Intermediate	59.00
		C. Advanced	75.00
5800.00	Documentation Specialist/Technical Writer		
		A. Entry	54.00
		B. Intermediate	66.00
		C. Advanced	80.00
6000.00	Manager, IT Finance		
		No Variance	120.00
6100.00	Director, IT Risk and Compliance		
		No Variance	150.00
6200.00	Manager, IT Audit		
		No Variance	125.00
6210.00	IT Auditor		
		No Variance	100.00
6400.00	Business Management Specialist		
		No Variance	100.00
Training	6600.00	Manager, Technical Training	
		1. Team Leader	75.00
		2. Manager	85.00
		3. Sr. Manager	110.00
	6610.00	Technical Trainer	
		A. Entry	52.00
		B. Intermediate	58.00
		C. Advanced	71.00
		D. Expert	85.00
Security Management	6800.00	Security Manager	
		1. Team Leader	86.00
		2. Manager	110.00
		3. Sr. Manager	120.00
	6810.00	Security Analyst	
		A. Entry	60.00
		B. Intermediate	75.00
		C. Advanced	90.00
		D. Expert	115.00
	6820.00	Data Security Specialist	
		No Variance	98.00
	6830.00	Network Security Specialist	

			No Variance	125.00
	6840.00	System Security Specialist		
			No Variance	90.00
	6850.00	Web Security Specialist		
			No Variance	100.00
Business Continuanace Management	7000.00	Manager, Business Continuance		
			No Variance	125.00
	7010.00	Business Continuanace Specialist		
			No Variance	90.00
Product Development	7200.00	Manager, Product Development		
			1. Team Leader	85.00
			2. Manager	110.00
			3. Sr. Manager	135.00
	7210.00	Product Architect		
			No Variance	130.00
	7220.00	Product Engineer		
			A. Entry	60.00
			B. Intermediate	80.00
			C. Advanced	90.00
			D. Expert	130.00
	7230.00	Product Developer		
			A. Entry	73.00
			B. Intermediate	85.00
			C. Advanced	95.00
			D. Expert	120.00
Systems Programming & Admin.	7400.00	Manager, Systems Software		
			1. Team Leader	90.00
			2. Manager	125.00
			3. Sr. Manager	150.00
	7410.00	Systems Architect		
			A. Entry	65.00
			B. Intermediate	80.00
			C. Advanced	105.00
			D. Expert	135.00
	7420.00	Systems Software Programmer		
			A. Entry	65.00
			B. Intermediate	81.00
			C. Advanced	99.00
			D. Expert	115.00
	7430.00	Groupware Specialist		
			A. Entry	70.00
			B. Intermediate	90.00
			C. Advanced	98.00
	7440.00	Systems Administrator		
			A. Entry	59.00
			B. Intermediate	69.00
			C. Advanced	89.00
			D. Expert	100.00
	7450.00	UNIX System Administrator		
			No Variance	105.00

			C. Advanced	110.00
			D. Expert	115.00
	8235.00	Project Management Specialist		
			No Variance	85.00
	8240.00	Resource Manager		
			No Variance	110.00
Customer Service Hotline	8400.00	Manager, Customer Service Hotline		
			No Variance	75.00
	8410.00	Customer Service Hotline Representative		
			A. Entry	40.00
			B. Intermediate	43.00
			C. Advanced	50.00
Technical Product Support	8600.00	Manager, Technical Product Support		
			1. Team Leader	75.00
			2. Manager	85.00
			3. Sr. Manager	95.00
	8610.00	Technical Product Support Analyst		
			No Variance	70.00
	8620.00	Technical Product Support Specialist		
			A. Entry	40.00
			B. Intermediate	55.00
			C. Advanced	68.00

	7460.00	Storage Management Specialist			
				No Variance	100.00
Business Analysis and Planning	7500.00	Director, Enterprise Architecture			
				No Variance	150.00
	7600.00	Manager, IT Business Planning			
				1. Team Leader	100.00
				2. Manager	125.00
				3. Sr. Manager	150.00
	7610.00	Enterprise Architect			
				No Variance	125.00
	7620.00	Business Process Consultant			
				A. Entry	50.00
				B. Intermediate	71.00
				C. Advanced	93.00
				D. Expert	117.00
	7630.00	IT Business Consultant			
				A. Entry	65.00
				B. Intermediate	90.00
				C. Advanced	97.00
				D. Expert	124.00
	7640.00	Business Analyst			
				A. Entry	46.00
				B. Intermediate	72.00
				C. Advanced	82.00
				D. Expert	91.00
	7700.00	Director, Business Relationships			
				No Variance	150.00
	7800.00	Manager, Customer Relations			
				No Variance	100.00
Release Management	8000.00	Configuration Management Analyst			
				A. Entry	55.00
				B. Intermediate	75.00
				C. Advanced	80.00
	8010.00	Release/Build Engineer			
				No Variance	75.00
Program Management	8200.00	Director, Program Management			
				No Variance	150.00
	8210.00	Program Manager			
				1. Team Leader	90.00
				2. Manager	100.00
				3. Sr. Manager	125.00
				4. Executive	150.00
	8220.00	Project Manager			
				1. Team Leader	90.00
				2. Manager	100.00
				3. Sr. Manager	120.00
				4. Executive	135.00
	8230.00	Project Leader			
				A. Entry	65.00
				B. Intermediate	103.00

PROJECT AREA 2: Development & Integration	Job No.	Job Title	Scope Variant	Computer Aid, Inc.
Senior IT Leadership	1000.00	Chief Information Officer		
			No Variance	175.00
	1010.00	Chief Technology Officer		
			No Variance	175.00
	1020.00	IT Chief Operating Officer		
			No Variance	175.00
	1030.00	Operating Unit IT Executive		
			No Variance	150.00
	1040.00	Departmental IT Executive		
			No Variance	150.00
	1050.00	E-Business Executive		
			No Variance	150.00
	1060.00	Chief Information Security Officer		
			No Variance	150.00
Applications Development	1200.00	Director Systems and Programming		
			1. Team Leader	110.00
			2. Manager	125.00
			3. Sr. Manager	135.00
			4. Executive	150.00
	1210.00	Mgmt. Applications Development		
			1. Team Leader	110.00
			2. Manager	125.00
			3. Sr. Manager	135.00
			4. Executive	150.00
	1220.00	Applications Architect		
			A. Entry	86.00
			B. Intermediate	92.00
			C. Advanced	98.00
			D. Expert	108.00
	1230.00	Enterprise Application Integration (EA) Engineer		

			No Variance	115.00
	1240.00	Systems Analyst		
			A. Entry	60.00
			B. Intermediate	90.00
			C. Advanced	95.00
			D. Expert	115.00
	1250.00	Applications Development Analyst		
			A. Entry	65.00
			B. Intermediate	82.00
			C. Advanced	93.00
			D. Expert	105.00
Data Strategy and Management	1400.00	Database Manager		
			1. Team Leader	90.00
			2. Manager	110.00
			3. Sr. Manager	125.00
	1410.00	Data Architect		
			A. Entry	75.00
			B. Intermediate	90.00
			C. Advanced	120.00
			D. Expert	135.00
	1420.00	Data Modeler		
			A. Entry	65.00
			B. Intermediate	89.00
			C. Advanced	108.00
	1430.00	Database Analyst		
			A. Entry	80.00
			B. Intermediate	95.00
			C. Advanced	105.00
			D. Expert	120.00
	1440.00	Database Administrator		
			A. Entry	65.00
			B. Intermediate	85.00
			C. Advanced	100.00
			D. Expert	120.00
Quality Assurance	1600.00	Mgmt. Quality Assurance		
			1. Team Leader	85.00
			2. Manager	105.00

			3. Sr Manager	120.00
			4. Executive	135.00
	1610.00	Quality Engineering Consultant		
			No Variance	95.00
	1620.00	Quality Assurance Analyst		
			A. Entry	58.00
			B. Intermediate	68.00
			C. Advanced	83.00
			D. Expert	89.00
Technology Research	1800.00	Manager, Technology Research		
			No Variance	100.00
	1810.00	Technology Research Analyst		
			A. Entry	70.00
			B. Intermediate	86.00
			C. Advanced	105.00
			D. Expert	120.00
Client Technologies	2000.00	Manager, Client Technologies		
			1. Team Leader	75.00
			2. Manager	106.00
			3. Sr Manager	146.00
	2010.00	Client Technologies Analyst		
			A. Entry	51.00
			B. Intermediate	66.00
			C. Advanced	80.00
			D. Expert	96.00
	2020.00	Client Technologies Technician		
			A. Entry	51.00
			B. Intermediate	56.00
			C. Advanced	75.00
Customer Support	2200.00	Mgmt. Customer Support		
			1. Team Leader	65.00
			2. Manager	90.00
			3. Sr Manager	110.00
	2210.00	Customer Support Analyst		
			A. Entry	38.00
			B. Intermediate	45.00
			C. Advanced	72.00
			D. Expert	95.00
	2220.00	Customer Support Technician		
			A. Entry	47.00
			B. Intermediate	50.00
			C. Advanced	65.00
Network Management	2400.00	Director, Network Operations		
			1. Team Leader	110.00

			2. Manager	120.00
			3. Sr. Manager	150.00
2410.00	Manager, Network Operations			
			1. Team Leader	75.00
			2. Manager	105.00
			3. Sr. Manager	135.00
2420.00	Network Architect			
			A. Entry	80.00
			B. Intermediate	95.00
			C. Advanced	100.00
			D. Expert	120.00
2430.00	Network Engineer			
			B. Intermediate	90.00
			C. Advanced	100.00
			D. Expert	110.00
2440.00	Network Analyst			
			A. Entry	63.00
			B. Intermediate	70.00
			C. Advanced	80.00
			D. Expert	105.00
2450.00	Network Administrator			
			A. Entry	57.00
			B. Intermediate	70.00
			C. Advanced	85.00
			D. Expert	101.00
2460.00	Network Technician			
			A. Entry	55.00
			B. Intermediate	65.00
			C. Advanced	67.00
			D. Expert	75.00
Internet Planning, Eng. & Operations	2600.00	Mgmt. Internet Operations		
			1. Team Leader	100.00
			2. Manager	125.00
			3. Sr. Manager	140.00
2610.00	Internet/Web Architect			
			A. Entry	65.00
			B. Intermediate	81.00
			C. Advanced	104.00
			D. Expert	115.00

Operations	2620.00	Internet/Web Engineer		
			A. Entry	65.00
			B. Intermediate	90.00
			C. Advanced	108.00
	2630.00	Web Applications Programmer		
			A. Entry	63.00
			B. Intermediate	88.00
			C. Advanced	100.00
			D. Expert	118.00
	2640.00	Web Designer		
			A. Entry	50.00
			B. Intermediate	61.00
			C. Advanced	96.00
	2650.00	Webmaster		
			A. Entry	55.00
			B. Intermediate	65.00
			C. Advanced	89.00
	2660.00	Internet/Web Systems Administrator		
			A. Entry	53.00
			B. Intermediate	80.00
			C. Advanced	85.00
	2670.00	Web Customer Support Specialist		
			A. Entry	51.00
			B. Intermediate	59.00
			C. Advanced	72.00
	2800.00	Director, Data Center Operations		
			No Variance	125.00
	2810.00	Manager, Computer Operations		
			1. Team Leader	70.00
			2. Manager	95.00
			3. Sr. Manager	125.00
	2820.00	Supervisor, Computer Operations		
			1. Team Leader	70.00
			2. Manager	80.00
	2830.00	Computer Operator		
			A. Entry	42.00
			B. Intermediate	45.00
			C. Advanced	50.00
			D. Expert	56.00
	2840.00	Manager, Capacity Planning		
			No Variance	100.00
	2850.00	Manager, Production Support		
			1. Team Leader	100.00
			2. Manager	115.00
	2860.00	Production Support Analyst		
			A. Entry	55.00
			B. Intermediate	62.00
			C. Advanced	80.00

			D. Expert	85.00
Telecommunications	3000.00	Manager, Telecommunication Operations		
			1. Team Leader	90.00
			2. Manager	100.00
			3. Sr. Manager	125.00
	3010.00	Telecommunication Engineer		
			A. Entry	48.00
			B. Intermediate	71.00
			C. Advanced	86.00
			D. Expert	111.00
	3020.00	Telecommunication Technician		
			A. Entry	49.00
			B. Intermediate	56.00
			C. Advanced	75.00
Electronic Commerce	3200.00	Director, Electronic Commerce		
			No Variance	125.00
	3210.00	Manager, Electronic Commerce		
			No Variance	100.00
	3220.00	Electronic Commerce Analyst		
			A. Entry	53.00
			B. Intermediate	75.00
			C. Advanced	100.00
	3230.00	EDI Specialist		
			A. Entry	72.00
			B. Intermediate	80.00
			C. Advanced	85.00
Business Intelligence Systems Management	3400.00	Director, Data Warehouse		
			1. Team Leader	115.00
			2. Manager	125.00
			3. Sr. Manager	140.00
	3410.00	Manager, Data Warehouse		
			No Variance	135.00
	3420.00	Business Intelligence Analyst		
			No Variance	120.00
	3430.00	Data Warehouse Analyst		
			A. Entry	75.00
			B. Intermediate	86.00
			C. Advanced	105.00
			D. Expert	111.00

	3440.00	Data Warehouse Administrator		
			No Variance	100.00
	3600.00	Manager, Decision Support		
			No Variance	110.00
	3610.00	Decision Support Specialist		
			A. Entry	58.00
			B. Intermediate	70.00
			C. Advanced	80.00
			D. Expert	95.00
	3620.00	Decision Support Administrator		
			A. Entry	70.00
			B. Intermediate	85.00
			C. Advanced	110.00
	3800.00	Manager, CRM Technology		
			No Variance	150.00
Enterprise Resource Planning (ERP)	4000.00	Knowledge Engineer		
			No Variance	128.00
	4200.00	ERP Team Lead		
			No Variance	140.00
	4210.00	ERP Team Member		
			No Variance	110.00
	4220.00	ERP Configurer		
			No Variance	75.00
	4230.00	ERP Programmer/Analyst		
			A. Entry	68.00
			B. Intermediate	83.00
			C. Advanced	100.00
			D. Expert	115.00
	4240.00	ERP Systems Support Specialist		
			No Variance	85.00
Sourcing and Vendor Relationship Management	4250.00	ERP Systems Administrator		
			No Variance	100.00
	4600.00	Basis/Ale Technical Consultant		
			No Variance	115.00
	4800.00	Chief Sourcing Officer		
			No Variance	150.00
	4810.00	Manager IT Procurement		
			No Variance	125.00
	4820.00	IT Procurement Specialist		
			No Variance	70.00
	5000.00	Manager, Vendor Relationships		
			1. Team Leader	75.00

			2. Manager	100.00
			3. Sr. Manager	125.00
5010.00	Manager, Outsourcing Contracts			
			No Variance	125.00
5020.00	Contracts Manager			
			No Variance	89.00
5040.00	Finance/Administration Specialist			
			A. Entry	60.00
			B. Intermediate	85.00
			C. Advanced	110.00
5200.00	Technical Advisor			
			No Variance	120.00
Business Management / Administration	5400.00	Asset Manager		
			No Variance	110.00
5410.00	Asset Management Administrator			
			A. Entry	54.00
			B. Intermediate	61.00
			C. Advanced	66.00
5500.00	Director, HR/IT			
			No Variance	150.00
5600.00	Manager, HR/IT Staffing			
			No Variance	100.00
5610.00	Technical Recruiter			
			A. Entry	50.00
			B. Intermediate	65.00
			C. Advanced	80.00
5620.00	HR/IT Generalist			
			A. Entry	50.00
			B. Intermediate	59.00
			C. Advanced	75.00
5800.00	Documentation Specialist/Technical Writer			
			A. Entry	54.00
			B. Intermediate	66.00
			C. Advanced	80.00
6000.00	Manager, IT Finance			
			No Variance	120.00
6100.00	Director, IT Risk and Compliance			
			No Variance	150.00
6200.00	Manager, IT Audit			
			No Variance	125.00
6210.00	IT Auditor			
			No Variance	100.00
6400.00	Business Management Specialist			

			No Variance	100.00
Training	6600.00	Manager, Technical Training		
			1. Team Leader	75.00
			2. Manager	85.00
			3. Sr. Manager	110.00
	6610.00	Technical Trainer		
			A. Entry	52.00
			B. Intermediate	58.00
			C. Advanced	71.00
			D. Expert	85.00
Security Management	6800.00	Security Manager		
			1. Team Leader	86.00
			2. Manager	110.00
			3. Sr. Manager	120.00
	6810.00	Security Analyst		
			A. Entry	60.00
			B. Intermediate	75.00
			C. Advanced	90.00
			D. Expert	115.00
	6820.00	Data Security Specialist		
			No Variance	98.00
	6830.00	Network Security Specialist		
			No Variance	125.00
	6840.00	System Security Specialist		
			No Variance	90.00
	6850.00	Web Security Specialist		
			No Variance	100.00
Business Continuity Management	7000.00	Manager, Business Continuity		
			No Variance	125.00
	7010.00	Business Continuity Specialist		
			No Variance	90.00
Product Development	7200.00	Manager, Product Development		
			1. Team Leader	85.00
			2. Manager	110.00
			3. Sr. Manager	135.00
	7210.00	Product Architect		
			No Variance	130.00
	7220.00	Product Engineer		
			A. Entry	60.00
			B. Intermediate	80.00

			C. Advanced	90.00
			D. Expert	130.00
	7230.00	Product Developer		
			A. Entry	73.00
			B. Intermediate	85.00
			C. Advanced	95.00
			D. Expert	120.00
Systems Programming & Admin.	7400.00	Manager, Systems Software		
			1. Team Leader	90.00
			2. Manager	125.00
			3. Sr. Manager	150.00
	7410.00	Systems Architect		
			A. Entry	65.00
			B. Intermediate	80.00
			C. Advanced	105.00
			D. Expert	135.00
	7420.00	Systems Software Programmer		
			A. Entry	65.00
			B. Intermediate	81.00
			C. Advanced	99.00
			D. Expert	115.00
	7430.00	Groupware Specialist		
			A. Entry	70.00
			B. Intermediate	90.00
			C. Advanced	98.00
	7440.00	Systems Administrator		
			A. Entry	59.00
			B. Intermediate	69.00
			C. Advanced	89.00
			D. Expert	100.00
	7450.00	UNIX System Administrator		
			No Variance	105.00
	7460.00	Storage Management Specialist		
			No Variance	100.00
Business Analysis and Planning	7500.00	Director, Enterprise Architecture		
			No Variance	150.00
	7600.00	Manager, IT Business Planning		

			1. Team Leader	100.00
			2. Manager	125.00
			3. Sr. Manager	150.00
7610.00	Enterprise Architect			
			N. Variance	125.00
7620.00	Business Process Consultant			
			A. Entry	50.00
			B. Intermediate	71.00
			C. Advanced	93.00
			D. Expert	117.00
7630.00	IT Business Consultant			
			A. Entry	65.00
			B. Intermediate	90.00
			C. Advanced	97.00
			D. Expert	124.00
7640.00	Business Analyst			
			A. Entry	46.00
			B. Intermediate	72.00
			C. Advanced	82.00
			D. Expert	91.00
7700.00	Director, Business Relationships			
			N. Variance	150.00
7800.00	Manager, Customer Relations			
			N. Variance	100.00
Release Management	8000.00	Configuration Management Analyst		
			A. Entry	55.00
			B. Intermediate	75.00
			C. Advanced	80.00
	8010.00	Release/Build Engineer		
			N. Variance	75.00
Program Management	8200.00	Director, Program Management		
			N. Variance	150.00
	8210.00	Program Manager		
			1. Team Leader	90.00
			2. Manager	100.00
			3. Sr. Manager	125.00
			4. Executive	150.00
	8220.00	Project Manager		
			1. Team Leader	90.00
			2. Manager	100.00

			3	Tr. Manager	120.00
			7	Executive	135.00
8230.00	Project Leader				
				A. Entry	5.00
				B. Intermediate	103.00
				Advanced	110.00
				C. Expert	115.00
8235.00	Project Management Specialist				
8240.00	Resource Manager			D. Variance	5.00
				E. Variance	10.00
Customer Service Hotline	8400.00	Manager, Customer Service Hotline			
				F. Variance	5.00
	8410.00	Customer Service Hotline Representative			
				A. Entry	0.00
				B. Intermediate	0.00
				Advanced	0.00
Technical Product Support	8600.00	Manager, Technical Product Support			
				1. Team Leader	5.00
				Manager	5.00
				3. Tr. Manager	5.00
8610.00	Technical Product Support Analyst				
				D. Variance	0.00
8620.00	Technical Product Support Specialist				
				A. Entry	4.00
				B. Intermediate	5.00
				Advanced	6.00

PROJECT AREA 3: Operational & Support	Job No.	Job Title	Scope Variant	Computer Aid, Inc.
Senior IT Leadership	1000.00	Chief Information Officer		
			No Variance	175.00
	1010.00	Chief Technology Officer		
			No Variance	175.00
	1020.00	IT Chief Operating Officer		
			No Variance	175.00
	1030.00	Operating Unit IT Executive		
			No Variance	150.00
	1040.00	Departmental IT Executive		
			No Variance	150.00
	1050.00	E-Business Executive		
			No Variance	150.00
	1060.00	Chief Information Security Officer		
			No Variance	150.00
Applications Development	1200.00	Director Systems and Programming		
			1. Team Leader	110.00
			2. Manager	125.00
			3. Sr. Manager	135.00
			4. Executive	150.00
	1210.00	Mgmt. Applications Development		
			1. Team Leader	110.00
			2. Manager	125.00
			3. Sr. Manager	135.00
			4. Executive	150.00
	1220.00	Applications Architect		
			A. Entry	86.00
			B. Intermediate	92.00
			C. Advanced	98.00
			D. Expert	108.00
	1230.00	Enterprise Application Integration (EA) Engineer		
			No Variance	115.00
	1240.00	Systems Analyst		
			A. Entry	60.00
			B. Intermediate	90.00
			C. Advanced	95.00
			D. Expert	115.00
	1250.00	Applications Development Analyst		
			A. Entry	65.00
			B. Intermediate	82.00
			C. Advanced	93.00
			D. Expert	105.00
Data Strategy and Management	1400.00	Database Manager		
			1. Team Leader	90.00
			2. Manager	110.00
			3. Sr. Manager	125.00
	1410.00	Data Architect		

			A. Entry	75.00
			B. Intermediate	90.00
			C. Advanced	120.00
			D. Expert	135.00
1420.00	Data Modeler			
			A. Entry	65.00
			B. Intermediate	89.00
			C. Advanced	108.00
1430.00	Database Analyst			
			A. Entry	80.00
			B. Intermediate	95.00
			C. Advanced	105.00
			D. Expert	120.00
1440.00	Database Administrator			
			A. Entry	65.00
			B. Intermediate	85.00
			C. Advanced	100.00
			D. Expert	120.00
Quality Assurance	1600.00	Mgmt. Quality Assurance		
			1. Team Leader	85.00
			2. Manager	105.00
			3. Sr. Manager	120.00
			4. Executive	135.00
	1610.00	Quality Engineering Consultant		
			No Variance	95.00
	1620.00	Quality Assurance Analyst		
			A. Entry	58.00
			B. Intermediate	68.00
			C. Advanced	83.00
			D. Expert	89.00
Technology Research	1800.00	Manager, Technology Research		
			No Variance	100.00
	1810.00	Technology Research Analyst		
			A. Entry	70.00
			B. Intermediate	86.00
			C. Advanced	105.00
			D. Expert	120.00
Client Technologies	2000.00	Manager, Client Technologies		
			1. Team Leader	75.00
			2. Manager	106.00
			3. Sr. Manager	146.00
	2010.00	Client Technologies Analyst		
			A. Entry	51.00
			B. Intermediate	66.00
			C. Advanced	80.00
			D. Expert	96.00
	2020.00	Client Technologies Technician		
			A. Entry	51.00
			B. Intermediate	56.00
			C. Advanced	75.00
Customer Support	2200.00	Mgmt. Customer Support		
			1. Team Leader	65.00
			2. Manager	90.00
			3. Sr. Manager	110.00
	2210.00	Customer Support Analyst		

			A. Entry	38.00
			B. Intermediate	45.00
			C. Advanced	72.00
			D. Expert	95.00
	2220.00	Customer Support Technician		
			A. Entry	47.00
			B. Intermediate	50.00
			C. Advanced	65.00
Network Management	2400.00	Director, Network Operations		
			1. Team Leader	110.00
			2. Manager	120.00
			3. Sr. Manager	150.00
	2410.00	Manager, Network Operations		
			1. Team Leader	75.00
			2. Manager	105.00
			3. Sr. Manager	135.00
	2420.00	Network Architect		
			A. Entry	80.00
			B. Intermediate	95.00
			C. Advanced	100.00
			D. Expert	120.00
	2430.00	Network Engineer		
			B. Intermediate	90.00
			C. Advanced	100.00
			D. Expert	110.00
	2440.00	Network Analyst		
			A. Entry	63.00
			B. Intermediate	70.00
			C. Advanced	80.00
			D. Expert	105.00
	2450.00	Network Administrator		
			A. Entry	57.00
			B. Intermediate	70.00
			C. Advanced	85.00
			D. Expert	101.00
	2460.00	Network Technician		
			A. Entry	55.00
			B. Intermediate	65.00
			C. Advanced	67.00
			D. Expert	75.00
Internet Planning, Eng. & Operations	2600.00	Mgmt. Internet Operations		
			1. Team Leader	100.00
			2. Manager	125.00
			3. Sr. Manager	140.00
	2610.00	Internet/Web Architect		
			A. Entry	65.00
			B. Intermediate	81.00
			C. Advanced	104.00
			D. Expert	115.00
	2620.00	Internet/Web Engineer		
			A. Entry	65.00
			B. Intermediate	90.00
			C. Advanced	108.00
	2630.00	Web Applications Programmer		

			A. Entry	63.00
			B. Intermediate	88.00
			C. Advanced	100.00
			D. Expert	118.00
2640.00	Web Designer			
			A. Entry	50.00
			B. Intermediate	61.00
			C. Advanced	96.00
2650.00	Webmaster			
			A. Entry	55.00
			B. Intermediate	65.00
			C. Advanced	89.00
2660.00	Internet/Web Systems Administrator			
			A. Entry	53.00
			B. Intermediate	80.00
			C. Advanced	85.00
2670.00	Web Customer Support Specialist			
			A. Entry	51.00
			B. Intermediate	59.00
			C. Advanced	72.00
Operations	2800.00	Director, Data Center Operations		
			No Variance	125.00
	2810.00	Manager, Computer Operations		
			1. Team Leader	70.00
			2. Manager	95.00
			3. Sr.Manager	125.00
	2820.00	Supervisor, Computer Operations		
			1. Team Leader	70.00
			2. Manager	80.00
	2830.00	Computer Operator		
			A. Entry	42.00
			B. Intermediate	45.00
			C. Advanced	50.00
			D. Expert	56.00
	2840.00	Manager, Capacity Planning		
			No Variance	100.00
	2850.00	Manager, Production Support		
			1. Team Leader	100.00
			2. Manager	115.00
	2860.00	Production Support Analyst		
			A. Entry	55.00
			B. Intermediate	62.00
			C. Advanced	80.00
			D. Expert	85.00
Telecommunications	3000.00	Manager, Telecommunication Operations		
			1. Team Leader	90.00
			2. Manager	100.00
			3. Sr.Manager	125.00
	3010.00	Telecommunication Engineer		
			A. Entry	48.00
			B. Intermediate	71.00
			C. Advanced	86.00
			D. Expert	111.00
	3020.00	Telecommunication Technician		
			A. Entry	49.00

			B. Intermediate	56.00
			C. Advanced	75.00
Electronic Commerce	3200.00	Director, Electronic Commerce		
			No Variance	125.00
	3210.00	Manager, Electronic Commerce		
			No Variance	100.00
	3220.00	Electronic Commerce Analyst		
			A. Entry	53.00
			B. Intermediate	75.00
			C. Advanced	100.00
	3230.00	EDI Specialist		
			A. Entry	72.00
			B. Intermediate	80.00
			C. Advanced	85.00
Business Intelligence Systems Management	3400.00	Director, Data Warehouse		
			1. Team Leader	115.00
			2. Manager	125.00
			3. Sr.Manager	140.00
	3410.00	Manager, Data Warehouse		
			No Variance	135.00
	3420.00	Business Intelligence Analyst		
			No Variance	120.00
	3430.00	Data Warehouse Analyst		
			A. Entry	75.00
			B. Intermediate	86.00
			C. Advanced	105.00
			D. Expert	111.00
	3440.00	Data Warehouse Administrator		
			No Variance	100.00
	3600.00	Manager, Decision Support		
			No Variance	110.00
	3610.00	Decision Support Specialist		
			A. Entry	58.00
			B. Intermediate	70.00
			C. Advanced	80.00
			D. Expert	95.00
	3620.00	Decision Support Administrator		
			A. Entry	70.00
			B. Intermediate	85.00
			C. Advanced	110.00
	3800.00	Manager, CRM Technology		
			No Variance	150.00
	4000.00	Knowledge Engineer		
			No Variance	128.00
Enterprise Resource Planning (ERP)	4200.00	ERP Team Lead		
			No Variance	140.00
	4210.00	ERP Team Member		
			No Variance	110.00
	4220.00	ERP Configurer		
			No Variance	75.00
	4230.00	ERP Programmer/Analyst		
			A. Entry	68.00

			B. Intermediate	83.00
			C. Advanced	100.00
			D. Expert	115.00
	4240.00	ERP Systems Support Specialist		
			No Variance	85.00
	4250.00	ERP Systems Administrator		
			No Variance	100.00
	4600.00	Basis/Ale Technical Consultant		
			No Variance	115.00
Sourcing and Vendor Relationship Management	4800.00	Chief Sourcing Officer		
			No Variance	150.00
	4810.00	Manager IT Procurement		
			No Variance	125.00
	4820.00	IT Procurement Specialist		
			No Variance	70.00
	5000.00	Manager, Vendor Relationships		
			1. Team Leader	75.00
			2. Manager	100.00
			3. Sr. Manager	125.00
	5010.00	Manager, Outsourcing Contracts		
			No Variance	125.00
	5020.00	Contracts Manager		
			No Variance	89.00
	5040.00	Finance/Administration Specialist		
			A. Entry	60.00
			B. Intermediate	85.00
			C. Advanced	110.00
	5200.00	Technical Advisor		
			No Variance	120.00
Business Management / Administration	5400.00	Asset Manager		
			No Variance	110.00
	5410.00	Asset Management Administrator		
			A. Entry	54.00
			B. Intermediate	61.00
			C. Advanced	66.00
	5500.00	Director, HR/IT		
			No Variance	150.00
	5600.00	Manager, HR/IT Staffing		
			No Variance	100.00
	5610.00	Technical Recruiter		
			A. Entry	50.00
			B. Intermediate	65.00
			C. Advanced	80.00
	5620.00	HR/IT Generalist		
			A. Entry	50.00
			B. Intermediate	59.00
			C. Advanced	75.00
	5800.00	Documentation Specialist/Technical Writer		
			A. Entry	54.00
			B. Intermediate	66.00
			C. Advanced	80.00

	6000.00	Manager, IT Finance			
				No Variance	120.00
	6100.00	Director, IT Risk and Compliance			
				No Variance	150.00
	6200.00	Manager, IT Audit			
				No Variance	125.00
	6210.00	IT Auditor			
Training				No Variance	100.00
	6400.00	Business Management Specialist			
				No Variance	100.00
	6600.00	Manager, Technical Training			
				1. Team Leader	75.00
				2. Manager	85.00
				3. Sr. Manager	110.00
	6610.00	Technical Trainer			
				A. Entry	52.00
				B. Intermediate	58.00
				C. Advanced	71.00
				D. Expert	85.00
Security Management	6800.00	Security Manager			
				1. Team Leader	86.00
				2. Manager	110.00
				3. Sr. Manager	120.00
	6810.00	Security Analyst			
				A. Entry	60.00
				B. Intermediate	75.00
				C. Advanced	90.00
				D. Expert	115.00
	6820.00	Data Security Specialist			
				No Variance	98.00
	6830.00	Network Security Specialist			
				No Variance	125.00
	6840.00	System Security Specialist			
Business Continuity Management				No Variance	90.00
	6850.00	Web Security Specialist			
				No Variance	100.00
Business Continuity Management	7000.00	Manager, Business Continuity			
				No Variance	125.00
	7010.00	Business Continuity Specialist			
				No Variance	90.00
Product Development	7200.00	Manager, Product Development			
				1. Team Leader	85.00
				2. Manager	110.00
				3. Sr. Manager	135.00
	7210.00	Product Architect			
				No Variance	130.00
	7220.00	Product Engineer			
				A. Entry	60.00
				B. Intermediate	80.00
				C. Advanced	90.00
				D. Expert	130.00
	7230.00	Product Developer			

			A. Entry	73.00
			B. Intermediate	85.00
			C. Advanced	95.00
			D. Expert	120.00
Systems Programming & Admin.	7400.00	Manager, Systems Software		
	7410.00	Systems Architect		
	7420.00	Systems Software Programmer		
	7430.00	Groupware Specialist		
	7440.00	Systems Administrator		
	7450.00	UNIX System Administrator		
	7460.00	Storage Management Specialist		
Business Analysis and Planning	7500.00	Director, Enterprise Architecture		
	7600.00	Manager, IT Business Planning		
	7610.00	Enterprise Architect		
	7620.00	Business Process Consultant		
	7630.00	IT Business Consultant		
	7640.00	Business Analyst		

			Expert	91.00
	7700.00	Director, Business Relationships		
			Associate	150.00
	7800.00	Manager, Customer Relations		
			Associate	100.00
Release Management	8000.00	Configuration Management Analyst		
			Associate	55.00
			Associate	75.00
			Associate	80.00
	8010.00	Release/Build Engineer		
			Associate	75.00
Program Management	8200.00	Director, Program Management		
			Associate	150.00
	8210.00	Program Manager		
			Associate	90.00
			Associate	100.00
			Associate	125.00
			Associate	150.00
	8220.00	Project Manager		
			Associate	90.00
			Associate	100.00
			Associate	120.00
			Associate	135.00
	8230.00	Project Specialist		
			Associate	65.00
			Associate	103.00
			Associate	110.00
			Associate	115.00
	8235.00	Project Manager Specialist		
			Associate	85.00
	8240.00	Resource Manager		
			Associate	110.00
Customer Service Hotline	8400.00	Manager, Customer Service Hotline		
			Associate	75.00
	8410.00	Customer Service Representative		
			Associate	40.00
			Associate	43.00
			Associate	50.00
Technical Product Support	8600.00	Manager, Technical Product Support		
			Associate	75.00
			Associate	85.00
			Associate	95.00
	8610.00	Technical Product Support Analyst		
			Associate	70.00
	8620.00	Technical Product Support Specialist		
			Associate	40.00
			Associate	55.00
			Associate	68.00

PROJECT AREA 4: Staff Augmentation	Job No.	Job Title	Scope Variant	Computer Aid, Inc.
Senior IT Leadership	1000.00	Chief Information Officer		
			No Variance	175.00
	1010.00	Chief Technology Officer		
			No Variance	175.00
	1020.00	IT Chief Operating Officer		
			No Variance	175.00
	1030.00	Operating Unit IT Executive		
			No Variance	150.00
	1040.00	Departmental IT Executive		
			No Variance	150.00
	1050.00	E-Business Executive		
			No Variance	150.00
	1060.00	Chief Information Security Officer		
			No Variance	150.00
Applications Development	1200.00	Director Systems and Programming		
			1. Team Leader	110.00
			2. Manager	125.00
			3. Sr. Manager	135.00
			4. Executive	150.00
	1210.00	Mgmt. Applications Development		
			1. Team Leader	110.00
			2. Manager	125.00
			3. Sr. Manager	135.00
			4. Executive	150.00
	1220.00	Applications Architect		
			A. Entry	86.00
			B. Intermediate	92.00
			C. Advanced	98.00
			D. Expert	108.00
	1230.00	Enterprise Application Integration (EA) Engineer		
			No Variance	115.00
	1240.00	Systems Analyst		
			A. Entry	60.00
			B. Intermediate	90.00
			C. Advanced	95.00
			D. Expert	115.00
	1250.00	Applications Development Analyst		
			A. Entry	65.00
			B. Intermediate	82.00
			C. Advanced	93.00
			D. Expert	105.00
Data Strategy and Management	1400.00	Database Manager		
			1. Team Leader	90.00
			2. Manager	110.00
			3. Sr. Manager	125.00

	1410.00	Data Architect		
			A. Entry	75.00
			B. Intermediate	90.00
			C. Advanced	120.00
			D. Expert	135.00
	1420.00	Data Modeler		
			A. Entry	65.00
			B. Intermediate	89.00
			C. Advanced	108.00
	1430.00	Database Analyst		
			A. Entry	80.00
			B. Intermediate	95.00
			C. Advanced	105.00
			D. Expert	120.00
	1440.00	Database Administrator		
			A. Entry	65.00
			B. Intermediate	85.00
			C. Advanced	100.00
			D. Expert	120.00
Quality Assurance	1600.00	Mgmt. Quality Assurance		
			1. Team Leader	85.00
			2. Manager	105.00
			3. Sr.Manager	120.00
			4. Executive	135.00
	1610.00	Quality Engineering Consultant		
			No Variance	95.00
	1620.00	Quality Assurance Analyst		
			A. Entry	58.00
			B. Intermediate	68.00
			C. Advanced	83.00
			D. Expert	89.00
Technology Research	1800.00	Manager, Technology Research		
			No Variance	100.00
	1810.00	Technology Research Analyst		
			A. Entry	70.00
			B. Intermediate	86.00
			C. Advanced	105.00
Client Technologies			D. Expert	120.00
	2000.00	Manager, Client Technologies		
			1. Team Leader	75.00
			2. Manager	106.00
			3. Sr.Manager	146.00
	2010.00	Client Technologies Analyst		
			A. Entry	51.00
			B. Intermediate	66.00
			C. Advanced	80.00
			D. Expert	96.00
	2020.00	Client Technologies Technician		
			A. Entry	51.00
			B. Intermediate	56.00
			C. Advanced	75.00
Customer Support	2200.00	Mgmt. Customer Support		
			1. Team Leader	65.00
			2. Manager	90.00
			3. Sr.Manager	110.00

	2210.00	Customer Support Analyst		
			A. Entry	38.00
			B. Intermediate	45.00
			C. Advanced	72.00
			D. Expert	95.00
	2220.00	Customer Support Technician		
			A. Entry	47.00
			B. Intermediate	50.00
			C. Advanced	65.00
Network Management	2400.00	Director, Network Operations		
			1. Team Leader	110.00
			2. Manager	120.00
			3. Sr. Manager	150.00
	2410.00	Manager, Network Operations		
			1. Team Leader	75.00
			2. Manager	105.00
			3. Sr. Manager	135.00
	2420.00	Network Architect		
			A. Entry	80.00
			B. Intermediate	95.00
			C. Advanced	100.00
			D. Expert	120.00
	2430.00	Network Engineer		
			B. Intermediate	90.00
			C. Advanced	100.00
			D. Expert	110.00
	2440.00	Network Analyst		
			A. Entry	63.00
			B. Intermediate	70.00
			C. Advanced	80.00
			D. Expert	105.00
	2450.00	Network Administrator		
			A. Entry	57.00
			B. Intermediate	70.00
			C. Advanced	85.00
			D. Expert	101.00
	2460.00	Network Technician		
			A. Entry	55.00
			B. Intermediate	65.00
			C. Advanced	67.00
			D. Expert	75.00
Internet Planning, Eng. & Operations	2600.00	Mgmt. Internet Operations		
			1. Team Leader	100.00
			2. Manager	125.00
			3. Sr. Manager	140.00
	2610.00	Internet/Web Architect		
			A. Entry	65.00
			B. Intermediate	81.00
			C. Advanced	104.00
			D. Expert	115.00
	2620.00	Internet/Web Engineer		
			A. Entry	65.00
			B. Intermediate	90.00
			C. Advanced	108.00

	2630.00	Web Applications Programmer		
			A. Entry	63.00
			B. Intermediate	88.00
			C. Advanced	100.00
			D. Expert	118.00
	2640.00	Web Designer		
			A. Entry	50.00
			B. Intermediate	61.00
			C. Advanced	96.00
	2650.00	Webmaster		
			A. Entry	55.00
			B. Intermediate	65.00
			C. Advanced	89.00
	2660.00	Internet/Web Systems Administrator		
			A. Entry	53.00
			B. Intermediate	80.00
			C. Advanced	85.00
Operations	2670.00	Web Customer Support Specialist		
			A. Entry	51.00
			B. Intermediate	59.00
			C. Advanced	72.00
	2800.00	Director, Data Center Operations		
			No Variance	125.00
	2810.00	Manager, Computer Operations		
			1. Team Leader	70.00
			2. Manager	95.00
			3. Sr. Manager	125.00
	2820.00	Supervisor, Computer Operations		
			1. Team Leader	70.00
			2. Manager	80.00
	2830.00	Computer Operator		
			A. Entry	42.00
			B. Intermediate	45.00
			C. Advanced	50.00
			D. Expert	56.00
Telecommunications	2840.00	Manager, Capacity Planning		
			No Variance	100.00
	2850.00	Manager, Production Support		
			1. Team Leader	100.00
			2. Manager	115.00
	2860.00	Production Support Analyst		
			A. Entry	55.00
			B. Intermediate	62.00
			C. Advanced	80.00
			D. Expert	85.00
	3000.00	Manager, Telecommunication Operations		
			1. Team Leader	90.00
			2. Manager	100.00
			3. Sr. Manager	125.00
	3010.00	Telecommunication Engineer		
			A. Entry	48.00
			B. Intermediate	71.00
			C. Advanced	86.00
			D. Expert	111.00
	3020.00	Telecommunication Technician		

			A. Entry	49.00
			B. Intermediate	56.00
			C. Advanced	75.00
Electronic Commerce	3200.00	Director, Electronic Commerce		
			No Variance	125.00
	3210.00	Manager, Electronic Commerce		
			No Variance	100.00
	3220.00	Electronic Commerce Analyst		
			A. Entry	53.00
			B. Intermediate	75.00
			C. Advanced	100.00
	3230.00	EDI Specialist		
			A. Entry	72.00
			B. Intermediate	80.00
			C. Advanced	85.00
Business Intelligence Systems Management	3400.00	Director, Data Warehouse		
			1. Team Leader	115.00
			2. Manager	125.00
			3. Sr. Manager	140.00
	3410.00	Manager, Data Warehouse		
			No Variance	135.00
	3420.00	Business Intelligence Analyst		
			No Variance	120.00
	3430.00	Data Warehouse Analyst		
			A. Entry	75.00
			B. Intermediate	86.00
			C. Advanced	105.00
			D. Expert	111.00
	3440.00	Data Warehouse Administrator		
			No Variance	100.00
	3600.00	Manager, Decision Support		
			No Variance	110.00
	3610.00	Decision Support Specialist		
			A. Entry	58.00
			B. Intermediate	70.00
			C. Advanced	80.00
			D. Expert	95.00
	3620.00	Decision Support Administrator		
			A. Entry	70.00
			B. Intermediate	85.00
			C. Advanced	110.00
	3800.00	Manager, CRM Technology		
			No Variance	150.00
	4000.00	Knowledge Engineer		
			No Variance	128.00
Enterprise Resource Planning (ERP)	4200.00	ERP Team Lead		
			No Variance	140.00
	4210.00	ERP Team Member		
			No Variance	110.00
	4220.00	ERP Configurer		
			No Variance	75.00
	4230.00	ERP Programmer/Analyst		

			A. Entry	68.00
			B. Intermediate	83.00
			C. Advanced	100.00
			D. Expert	115.00
	4240.00	ERP Systems Support Specialist		
			No Variance	85.00
	4250.00	ERP Systems Administrator		
			No Variance	100.00
	4600.00	Basis/Ale Technical Consultant		
			No Variance	115.00
Sourcing and Vendor Relationship Management	4800.00	Chief Sourcing Officer		
			No Variance	150.00
	4810.00	Manager IT Procurement		
			No Variance	125.00
	4820.00	IT Procurement Specialist		
			No Variance	70.00
	5000.00	Manager, Vendor Relationships		
			1. Team Leader	75.00
			2. Manager	100.00
			3. Sr. Manager	125.00
	5010.00	Manager, Outsourcing Contracts		
			No Variance	125.00
	5020.00	Contracts Manager		
			No Variance	89.00
	5040.00	Finance/Administration Specialist		
			A. Entry	60.00
			B. Intermediate	85.00
			C. Advanced	110.00
	5200.00	Technical Advisor		
			No Variance	120.00
Business Management / Administration	5400.00	Asset Manager		
			No Variance	110.00
	5410.00	Asset Management Administrator		
			A. Entry	54.00
			B. Intermediate	61.00
			C. Advanced	66.00
	5500.00	Director, HR/IT		
			No Variance	150.00
	5600.00	Manager, HR/IT Staffing		
			No Variance	100.00
	5610.00	Technical Recruiter		
			A. Entry	50.00
			B. Intermediate	65.00
			C. Advanced	80.00
	5620.00	HR/IT Generalist		
			A. Entry	50.00
			B. Intermediate	59.00
			C. Advanced	75.00
	5800.00	Documentation Specialist/Technical Writer		
			A. Entry	54.00
			B. Intermediate	66.00

			C. Advanced	80.00
	6000.00	Manager, IT Finance		
			No Variance	120.00
	6100.00	Director, IT Risk and Compliance		
			No Variance	150.00
	6200.00	Manager, IT Audit		
			No Variance	125.00
	6210.00	IT Auditor		
			No Variance	100.00
	6400.00	Business Management Specialist		
			No Variance	100.00
Training	6600.00	Manager, Technical Training		
			1. Team Leader	75.00
			2. Manager	85.00
			3. Sr. Manager	110.00
	6610.00	Technical Trainer		
			A. Entry	52.00
			B. Intermediate	58.00
			C. Advanced	71.00
			D. Expert	85.00
Security Management	6800.00	Security Manager		
			1. Team Leader	86.00
			2. Manager	110.00
			3. Sr. Manager	120.00
	6810.00	Security Analyst		
			A. Entry	60.00
			B. Intermediate	75.00
			C. Advanced	90.00
			D. Expert	115.00
	6820.00	Data Security Specialist		
			No Variance	98.00
	6830.00	Network Security Specialist		
			No Variance	125.00
	6840.00	System Security Specialist		
			No Variance	90.00
	6850.00	Web Security Specialist		
			No Variance	100.00
Business Continuance Management	7000.00	Manager, Business Continuance		
			No Variance	125.00
	7010.00	Business Continuance Specialist		
			No Variance	90.00
Product Development	7200.00	Manager, Product Development		
			1. Team Leader	85.00
			2. Manager	110.00
			3. Sr. Manager	135.00
	7210.00	Product Architect		
			No Variance	130.00
	7220.00	Product Engineer		
			A. Entry	60.00
			B. Intermediate	80.00
			C. Advanced	90.00

			D. Expert	130.00
	7230.00	Product Developer		
			A. Entry	73.00
			B. Intermediate	85.00
			C. Advanced	95.00
			D. Expert	120.00
Systems Programming & Admin.	7400.00	Manager, Systems Software		
			1. Team Leader	90.00
			2. Manager	125.00
			3. Sr. Manager	150.00
	7410.00	Systems Architect		
			A. Entry	65.00
			B. Intermediate	80.00
			C. Advanced	105.00
			D. Expert	135.00
	7420.00	Systems Software Programmer		
			A. Entry	65.00
			B. Intermediate	81.00
			C. Advanced	99.00
			D. Expert	115.00
	7430.00	Groupware Specialist		
			A. Entry	70.00
			B. Intermediate	90.00
			C. Advanced	98.00
	7440.00	Systems Administrator		
			A. Entry	59.00
			B. Intermediate	69.00
			C. Advanced	89.00
			D. Expert	100.00
	7450.00	UNIX System Administrator		
			No Variance	105.00
	7460.00	Storage Management Specialist		
			No Variance	100.00
Business Analysis and Planning	7500.00	Director, Enterprise Architecture		
			No Variance	150.00
	7600.00	Manager, IT Business Planning		
			1. Team Leader	100.00
			2. Manager	125.00
			3. Sr. Manager	150.00
	7610.00	Enterprise Architect		
			No Variance	125.00
	7620.00	Business Process Consultant		
			A. Entry	50.00
			B. Intermediate	71.00
			C. Advanced	93.00
			D. Expert	117.00
	7630.00	IT Business Consultant		
			A. Entry	65.00
			B. Intermediate	90.00
			C. Advanced	97.00
			D. Expert	124.00
	7640.00	Business Analyst		
			A. Entry	46.00

			B. Intermediate	72.00
			C. Advanced	82.00
			D. Expert	91.00
	7700.00	Director, Business Relationships		
			No Variance	150.00
	7800.00	Manager, Customer Relations		
			No Variance	100.00
Release Management	8000.00	Configuration Management Analyst		
			A. Entry	55.00
			B. Intermediate	75.00
			C. Advanced	80.00
	8010.00	Release/Build Engineer		
			No Variance	75.00
Program Management	8200.00	Director, Program Management		
			No Variance	150.00
	8210.00	Program Manager		
			1. Team Leader	90.00
			2. Manager	100.00
			3. Sr. Manager	125.00
			4. Executive	150.00
	8220.00	Project Manager		
			1. Team Leader	90.00
			2. Manager	100.00
			3. Sr. Manager	120.00
			4. Executive	135.00
	8230.00	Project Leader		
			A. Entry	65.00
			B. Intermediate	103.00
			C. Advanced	110.00
			D. Expert	115.00
	8235.00	Project Management Specialist		
			No Variance	85.00
	8240.00	Resource Manager		
			No Variance	110.00
Customer Service Hotline	8400.00	Manager, Customer Service Hotline		
			No Variance	75.00
	8410.00	Customer Service Hotline Representative		
			A. Entry	40.00
			B. Intermediate	43.00
			C. Advanced	50.00
Technical Product Support	8600.00	Manager, Technical Product Support		
			1. Team Leader	75.00
			2. Manager	85.00
			3. Sr. Manager	95.00
	8610.00	Technical Product Support Analyst		
			No Variance	70.00
	8620.00	Technical Product Support Specialist		
			A. Entry	40.00
			B. Intermediate	55.00
			C. Advanced	68.00


CONSENT AGENDA ITEM

#10

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth O. Williams 
Director of Procurement

DATE: February 21, 2017

SUBJECT: Authorization to Negotiate with the Orlando Venues and the Orlando Magic for E-PASS Services in the Amway Parking Garage

Board authorization is requested to negotiate with the Orlando Venues and the Orlando Magic to designate the parking garage serving the Amway Center as an E-PASS facility and provide electronic payment (E-PASS) services. The negotiated contract will be presented to the Board for final approval.

This project will be included in the Five-Year Work Plan.

Reviewed by: 
Joann Chizlett
Director of Special Projects


CONSENT AGENDA ITEM

#11

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: February 21, 2017

RE: *Central Florida Expressway Authority v. Orange County Florida, et al.*
Case No. 2014-06812-O, Project: 429-202, Parcel 135
Owner: Orange County, Florida
Area: West Side of Plymouth Sorrento Road, North of Yothers Road
Size of Parent Tract: 27.391 acres; Amount Taken: 8.334 acres
Proposed Settlement

DESCRIPTION OF PARCEL 135

By deposit made pursuant to an Order of Taking on August 8, 2014, CFX acquired title to Parcel 135. Parcel 135 is an 8.334-acre taking from a 27.391-acre parent tract that Orange County acquired in 1964 and used as a former clay pit. The parent tract is irregular in shape and has numerous depressions in the southeast, central and western portions. The parent tract is west of Plymouth Sorrento Road and north of Yothers Road in unincorporated Orange County.

The taking bisects the property. The east and west remainders are 8.772 and 10.285 acres, respectively. The tax map, aerials and photographs of the property are attached. Access to the property before the taking is from Sorrento Avenue, which is an unpaved 20-foot-wide right of way along the length of the property. Sorrento Avenue is not maintained by either Orange County or City of Apopka. After the taking, access to the eastern remainder remains unchanged and access to the western remainder has been reestablished through a new right of way from Yothers Road.

Walter N. Carpenter, Jr., MAI, CRE, appraised the property as of June 14, 2013. The property is currently zoned as A-1, Citrus Rural Agricultural District, with a future land use of R, Rural /Agricultural. After considering what is physically possible, legally permissible, financially feasible, and maximally productive, Mr. Carpenter determined that the highest and best use of the property is for rural low-density residential uses of one to two residences. He utilized the comparable sale approach, located sales ranging in price per net acre from \$4,286 to \$19,825, and estimated the value of the land at \$12,000 per acre. Based upon the proximity of the expressway, Mr. Carpenter valued severance damages at 10%. Thus, his estimate of full compensation is the sum of the following:

Project: 429-202, Parcel 135
Owner: Orange County, Florida

Land (8.334 acres @ \$12,000/acre)	\$100,000
Improvements	0
Severance Damages (10%)	\$ 25,000
Total	\$125,000

NEGOTIATIONS

After reviewing the appraisal report, the construction plans, and the new access to the western remainder, Orange County staff offered to settle this matter for the all-inclusive amount of \$205,000. In the interest of keeping costs to a minimum, Orange County did not retain an appraiser or present CFX with expert reports. Instead, Orange County's counteroffer reflects a land value of \$20,000 per acre, which is at the top of Mr. Carpenter's range of comparable sales. A table comparing CFX's appraisal report with the proposed settlement is below.

Description	CFX	Proposed Settlement
Price per Acre	\$12,000	\$20,000
Land (8.334 acres)	\$100,000	\$166,680
Improvements	0	0
Percent Severance Damages	10%	10%
Severance Damages Eastern Remainder: 8.772 acres Western Remainder 10.285 acres	\$ 25,000	\$ 38,114
Total	\$125,000	\$205,000

REQUEST

Board approval is requested to accept the all-inclusive settlement in the amount of \$205,000, for all compensation arising from the taking of Parcel 135, including severance damages, interest, attorney's fees, expert fees, and costs.

The Right of Way Committee recommended approval on February 22, 2017.

ATTACHMENTS

Tax Map
Aerials and Photographs
Proposed Settlement Agreement

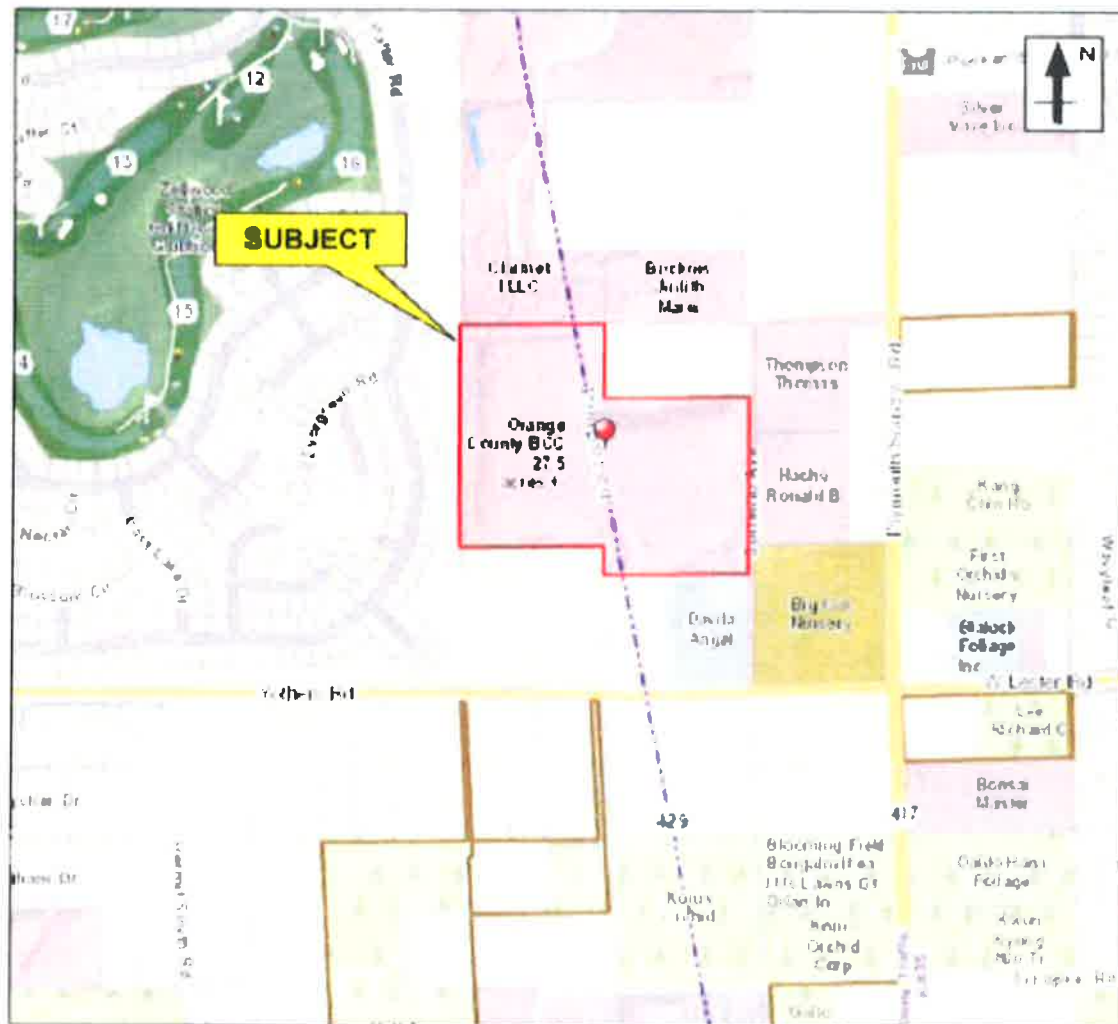
Reviewed by: Joseph F. Lassiatore

Project: 429-202, Parcel 135
Owner: Orange County, Florida

PARCEL NO 135
OWNER ORANGE COUNTY
PROJECT SR 429 WELIVA PARKWAY EXTENSION PROJECT NO 429-202
CITY/COUNTY ORANGE

15

TAX MAP



Approximate Representation
Source: Orange County Property Appraiser

Project: 429-202, Parcel 135
Owner: Orange County, Florida

PARCEL NO	135
OWNER	ORANGE COUNTY
PROJECT	SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-202
CITY/COUNTY	ORANGE

17

SUBJECT PHOTOGRAPHS



View of the parent tract facing west from Sorrento Ave



View of the central area of the parent tract facing northwest

Project: 429-202, Parcel 135
Owner: Orange County, Florida

PARCEL NO 135
OWNER ORANGE COUNTY
PROJECT SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO 429-202
CITY/COUNTY: ORANGE

61

AERIAL PHOTO (ACQUISITION)



Project: 429-202, Parcel 135
Owner: Orange County, Florida

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA**

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

Petitioner,

v.

CASE NO. 2014-CA-006812-O

**ORANGE COUNTY, FLORIDA, a political
subdivision of the State of Florida; and
SCOTT RANDOLPH, Orange County Tax Collector,**

Parcel 135

Division 39

Respondents.

PROPOSED SETTLEMENT AGREEMENT

Petitioner, Central Florida Expressway Authority, and Respondent, Orange County, Florida, by and through the undersigned staff members, agree to recommend to their respective Boards the following to settle and fully resolve Parcel 135:

1. Petitioner will pay to Respondent, Orange County, Florida ("Respondent") the sum of Two Hundred Five Thousand Dollars (\$205,000), in full settlement of all claims for compensation from Petitioner resulting from the taking of Parcel 135, including severance damages, interest, attorney's fees, expert fees, and costs.
2. Petitioner is entitled to a credit in the amount of One Hundred Twenty-Five Thousand Dollars (\$125,000), which sum was previously deposited in the Registry of the Court in this case by Petitioner.
3. Within twenty (20) days of the actual date of receipt by Petitioner's counsel of a conformed copy of the aforesaid Stipulated Final Judgment from the Court, Petitioner will deposit into the Registry of the Court the total amount of Eighty Thousand Dollars (\$80,000), which represents the difference between full compensation and the amount previously deposited.
4. This Agreement is contingent upon approval of the Central Florida Expressway Authority ("CFX") Right of Way ("ROW") Committee and the CFX Board of Directors and the approval of the Orange County Board of County Commissioners ("Orange County BCC"). Staff for both parties agree to submit this Agreement to their respective Boards at the next available meeting.

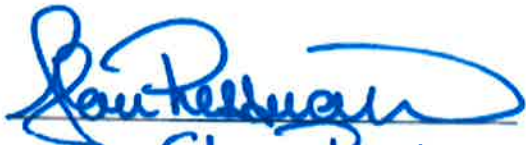
Project: 429-202, Parcel 135
Owner: Orange County, Florida


5. Counsel for Petitioner and Respondent will jointly submit to the Court for signature a mutually approved Stipulated Final Judgment in this matter as soon as practicable after the approval of this Agreement by the CFX Board and the Orange County BCC.

6. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcel 135, such as severance damages, business damages, tort damages, interest, attorney's fees, expert fees, costs, and any other claim.


7. This Agreement, effective on the last day executed below, contain(s) all the agreements of the parties.


CENTRAL FLORIDA EXPRESSWAY
AUTHORITY


Print Name: Glenn Pressimone
Title: Director of Engineering
Date: 1/30/2017


Linda Brehmer Lanosa, Esq. for
Central Florida Expressway Authority
Date: 1/30/2017

ORANGE COUNTY, FLORIDA


Print Name: RAYMOND L.A. WILLIAMS
Title: Manager, Engineering
Date: 1/19/17


Andrea Azuka Adibe, Esq., for
Orange County, Florida
Date: 1/25/17

CONSENT AGENDA ITEM

#12

WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.
329 Park Avenue North
Second Floor
Post Office Box 880
Winter Park, Florida 32790-0880
Telephone (407) 423-4246
Facsimile (407) 645-3728

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: James Edward Cheek, III, Right of Way Counsel HAO
Winderweeidle, Haines, Ward & Woodman, P.A.

DATE: February 21, 2017

RE: S.R. 429 Wekiva Parkway, Project 429-202; Parcel 158 (Parts A and B)
Approval of Settlement Proposal

Winderweeidle, Haines, Ward & Woodman, P.A., right of way counsel, seeks this Board's approval of a settlement with Shirley Merrill and S&L Nurseries for Parcel 158 (Parts A and B), which was acquired by eminent domain for construction of the State Road 429 Wekiva Parkway, Project 202. The Court entered an Order of Taking on July 10, 2014.

DESCRIPTION and BACKGROUND:

The subject property was owned by Clifton and Shirley Merrill (Mr. Merrill is now deceased), and is located at 3229 W. Ponkan Road in unincorporated Orange County, Florida, near Apopka. This is a total taking of 2.558 acres, which contained a working nursery known as S & L Nursery, a small residence, and other site improvements such as an office, pole barn, and various storage buildings. The Landowners purchased the property in 1977, and built and operated the nursery themselves. They rented the single-family home for \$7,200 per year, until the tenant vacated the premises in 2012, allegedly as a result of the pending taking.

S & L Nursery specialized in growing Dieffenbachia, an ornamental plant. The nursery contained approximately 44,000 square feet of greenhouse space. The greenhouses were largely constructed in two phases. The greenhouse located towards the front of the property was constructed in a more modern style, using steel beams and a polyethylene covering, and contained 14,080-15,600 square feet (measurements by the parties varied). This greenhouse was initially constructed in 1991, but 63% of it was rebuilt in 2007 after sustaining hurricane damage. The greenhouse located towards the back of the property was constructed in 1977 using wood and fiberglass, and contained approximately 28,800 square feet. At the time CFX took possession of the property, approximately 100,000 plants remained. While the owners attempted to sell as many of the plants as possible, there was no market for these items during the time of year that CFX took possession, and much of the inventory was either donated to local schools, sold at a deep discount, or disposed of.

CFX retained the services of Mr. Chad Durrance with Durrance and Associates to appraise the property. Mr. Durrance found that the highest and best use of the property was for continued use as a nursery, which is consistent with its current zoning of A-1 (Citrus Rural District). To determine land value, Mr. Durrance considered seven comparable sales which occurred between 1/14 and 1/15 (the date of deposit was 7/30/14). The sales prices ranged from \$23,400 to \$29,300 per acre, for uses that included agricultural, rural residential, and residential subdivision. All of Mr. Durrance's sales are located within close proximity to the subject, and have either similar or superior zoning designations. Mr. Durrance reconciled on the high end of the range, concluding on **\$27,500 per acre**, or **\$70,500** for the total value of the property taken.

Mr. Durrance considered the contributory value of the improvements on the property, including the greenhouses, utilizing both the Cost Approach and Sales Comparison Approach. For the Cost Approach, Mr. Durrance relied on the services of John Speer and Fred LaDue to assist in valuing the improvements and immovable fixtures. Mr. Speer estimated that the cost to replace the improvements new, including the greenhouses, would be \$795,100. Mr. Durrance then applied a **70% depreciation rate**, after determining that the economic life for greenhouses generally ranges from 30 to 40 years. He therefore concluded that the improvements have a value of \$238,500. Mr. LaDue estimated the value of the immovable fixtures to be \$119,800, for a total improvement value of \$358,300. Utilizing the Sales Comparison Approach, Mr. Durrance considered seven greenhouse comparable sales to determine that the subject improvements were worth approximately \$8.50 per square foot, for a total improvement value of \$365,000. Mr. Durrance ultimately reconciled on a value in between these two approaches, for a total compensation estimate as follows:

Land Value	\$70,500
Improvement Value	\$244,700
<u>Immovable Equipment</u>	<u>\$119,800</u>
Total Compensation to Landowners	\$435,000

The owner is represented by Kent Hipp of Gray Robinson, P.A., who retained the appraisal services of Rick Dreggors with Calhoun, Dreggors & Associates, Inc. As to land value, Mr. Dreggors theorized that the proposed Wekiva Parkway and its various alignments have negatively impacted development in this area, and he therefore only considered sales outside the subject neighborhood. These sales ranged in value from about \$38,000-\$68,000 per acre. Mr. Dreggors ultimately reconciled on a value of **\$50,000 per acre**, or **\$128,000** for the total land value.

The most significant difference in valuation opinions relates to the nursery improvements. In the interest of minimizing expert fees, the Landowners largely adopted the findings of CFX's experts (in particular, Mr. Speer and Mr. LaDue) regarding the value of the improvements and immovable property. However, Mr. Dreggors then adjusted particular valuation items within CFX's experts' reports. Relying in part on the expertise of IBD Construction, Inc., Mr. Dreggors determined that the depreciation rate for the newer phase of greenhouses should be **35%** (rather than 70%), due in part to the fact that most of the greenhouse was replaced in 2007 after the hurricane. He then determined that the older greenhouse should be depreciated at a rate of **60%**. After making other adjustments to Mr. Speer's and Mr. LaDue's analysis, Mr. Dreggors reconciled on a value of **\$558,100** for improvements and immovable items using the Cost Approach method. Mr. Dreggors did not utilize the Sales Comparison Approach to value the improvements, as it is his

opinion that the subject is a special use property that is unique and cannot be adequately valued by looking at other nursery sales.

In addition, the Landowner submitted a claim for Special Damages resulting from lost plant inventory suffered as a result of the taking. The Landowner is seeking \$70,000 for the value of lost plants, supplies and other inventory.

The Landowner's compensation claims are summarized as follows:

Land Value	\$128,000
Improvement Value	\$558,100*
Immovable Equipment	\$130,800
<u>Special Damages (i.e. plant inventory)</u>	<u>\$ 70,000</u>
Total Compensation to Landowners	\$886,900*

(*these amounts have been updated since the initial reports)

EXPERT and ATTORNEY FEES / SETTLEMENT PROPOSAL:

The Landowners have submitted expert invoices in the amount of \$33,169 as summarized below:

Calhoun, Dreggors & Assoc.	\$32,269.00
<u>IB&S Imperial Builders and Supply</u>	<u>900.00</u>
Total Landowner Expert Fees	\$33,169.00

CFX's expert fees in this case totaled \$58,667, as summarized below:

Durrance & Associates	\$48,464.75
Speer Construction	\$ 3,257.25
<u>Fred B. Ladue II</u>	<u>\$ 6,945.00</u>
Total CFX Expert Fees	\$58,667.00

The undersigned counsel has analyzed the invoice amounts of the Landowner's experts and believes that the negotiated rate included within the "all-in" settlement amount indicated below is reasonable. The Landowner's fees are below CFX's largely because of the cost-saving strategy employed by Landowner's counsel of adapting portions of CFX's experts' analysis rather than unnecessarily duplicating these efforts.

Mediation was conducted on February 2, 2017, which resulted in the mediation settlement agreement whereby the Landowners agreed to accept \$772,250 "all-in" to resolve this case. The parties executed a Settlement Agreement (attached to this memo) which states that the all-inclusive settlement proposal consists of \$650,000 of compensation to the Landowner, subject to apportionment claims, and \$122,250 for attorneys' fees, expert fees and costs. While the settlement proposal does not apportion the attorney's fee and expert fee settlement sum, an estimated break-down of this amount based on the statutory betterment formula is provided for informational purposes:

Compensation to Landowners	\$650,000
Attorney's fees (Kent Hipp) (estimate)	96,250
<u>Expert fees and costs (estimate)</u>	<u>26,000</u>
Total "All-In" Settlement	\$772,250

CFX previously deposited \$345,000 into the court registry as its good faith estimate of value. A settlement in the amount of \$772,250 would require CFX to deposit an additional sum of \$427,250.

This case is scheduled to go to trial during the July 3, 2017 trial docket. Acceptance of the proposed settlement is recommended and is in CFX's best interest. Prolonged litigation will subject CFX to additional attorneys' fees and costs as well as additional expert fees and costs, which CFX would ultimately be responsible for as part of the Landowner's compensation as provided by §73.091 and §73.092, Florida Statutes. Acceptance of the proposal will eliminate further risk and unnecessary expenses for CFX in this case.

RECOMMENDATION:

The Right of Way Committee recommended CFX Board approval of the proposed settlement on February 22, 2017. The undersigned counsel respectfully requests that this Board approve the proposed settlement in the amount of \$772,250.00 to fully resolve Shirley Merrill's and S & L Nursery's interest in this case, including attorney's fees and expert fees and costs.

ATTACHMENTS:

Exhibit A - Sketch of Subject Property
Exhibit B – Map Depicting Location of Property
Exhibit C – Mediated Settlement Agreement

REVIEWED BY: _____

SECTION 24,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST



DRAWN: PMM CHECKED: JMS

VOICE: (407) 660-2322 FAX: 660-8223
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	LT	= LEFT
(D)	= DEED	N:	= NORTHING
(F)	= FIELD	NO.	= NUMBER
CCR	= CERTIFIED CORNER RECORD	ORB	= OFFICIAL RECORDS BOOK
CM	= CONCRETE MONUMENT	PL	= PROPERTY LINE
DB	= DEED BOOK	PG	= PAGE
E:	= EASTING	P.O.B.	= POINT OF BEGINNING
FND	= FOUND	P.O.C.	= POINT OF COMMENCEMENT
ID	= IDENTIFICATION	RT	= RIGHT
IP	= IRON PIPE	R/W	= RIGHT OF WAY
IR	= IRON ROD	SQ	= SQUARE
IRC	= IRON ROD AND CAP	STA	= STATION
LA	= LIMITED ACCESS		

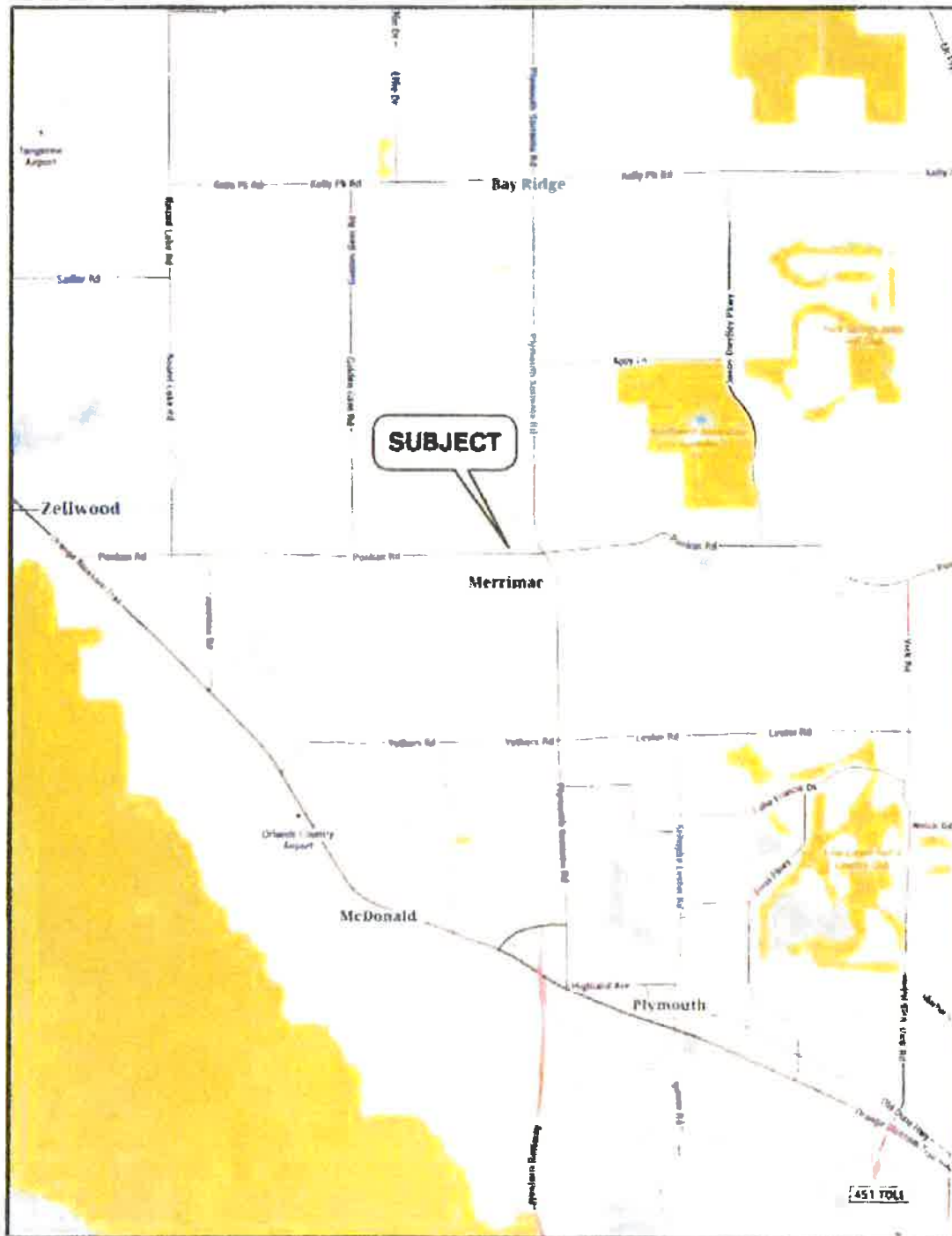
GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF NORTH 89°49'04" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED OCTOBER 24, 2012, FILE NO. 2037-2833368, WAS REVIEWED BY THE SURVEYOR. EXCEPTIONS LISTED THEREIN (IF ANY) WHICH AFFECT THE PARCEL DESCRIBED HEREON, WHICH CAN BE DELINEATED OR NOTED, ARE SHOWN HEREON.
6. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
7. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
8. THIS SKETCH IS NOT A SURVEY.

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

SHEET 3 OF 3

				I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 31-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.	
				9-11-2013	
REVISED PER COMMENTS		PMM	05/09/2013	H. Paul deVivero, Professional Land Surveyor No. 4990	
REVISION		BY	DATE	DATE	
FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429		GEODATA CONSULTANTS, INC.	
DATE: MARCH 28, 2013		OOCEA PROJECT NO. 429-202		SURVEYING & MAPPING	
PROJECT NO.: H20-01		PARCEL NO. 158		2700 WESTHALL LANE	
DRAWN: PMM				SUITE 137	
CHECKED: JMS				MAITLAND, FLORIDA 32751	
				VOICE: (407) 660-2322 FAX: 660-8223	
				LAND SURVEYOR BUSINESS LICENSE NO. 6556	



LOCATION MAP

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

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

CASE NO: 2014-CA-001972-0

Subdivision 39

Petitioner,

Parcel 158 (Parts A + B)

vs.

Clifton J Merrill, Jr., Shirley Ann Merrill,
St L Nursery, et. al.

Respondent(s).

MEDIATED SETTLEMENT AGREEMENT

At the Mediation Conference held on Feb 2, 2017,
Respondent(s), Clifton J Merrill, Jr., Shirley Ann Merrill + St L Nursery and
representatives of the Central Florida Expressway Authority reached the following Settlement
Agreement:

1. Petitioner will pay to Respondent(s), Clifton J Merrill, Jr., Shirley Ann Merrill, and St L Nursery
(referred to as "Respondent") the sum of Seven Hundred Seventy-Two Thousand Two Hundred Fifty Dollars
exactly (\$772,250), in full settlement of all claims for compensation from Petitioner
whatsoever for the taking of Parcel 158 (Parts A + B), including statutory interest and all
claims related to real estate and business damages, severance damages, tort damages, attorney's
fees and litigation costs, expert witness fees, and costs. The settlement sum may be subject to
claims of apportionment by any party in this case having a property interest in or a lien on the
subject property. Petitioner previously deposited in the Registry of the Court Petitioner's good
faith estimate in the amount of
Three Hundred Forty-Five Thousand
Dollars (\$345,000). Within thirty days (30) days from the date of receipt by
Petitioner's counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to
Respondent, by deposit in the Registry of the Court the sum of Four Hundred
Twenty-Seven Thousand Two Hundred Fifty Dollars Dollars
exactly (\$427,250), representing the difference between the total settlement sum
referenced above and the Petitioner's previous deposit in this case.

2. This Settlement Agreement will be placed on the agenda for the Right of Way
("ROW") Committee and Central Florida Expressway Authority ("CFX") Board and is S.M.
conditioned upon final approval by the ROW Committee and then the CFX Board.

* This amount consists of \$650,000 of compensation due
to the Respondents, subject to apportionment claims, and
\$122,250 of attorneys' fees, expert fees and costs

3. The parties agree to continue the trial of this matter pending review by the CFX ROW Committee and CFX Board.

4. The parties agree to waive any confidentiality provisions set forth in Chapter 44 of Florida Statutes, the Florida Rules of Civil Procedure, and the Florida Rules of Evidence, if applicable, for the limited purpose of consideration of this proposed Settlement Agreement by the ROW Committee and the CFX Board.

5. Counsel for Petitioner will submit to the Court a standard Motion for Stipulated Final Judgment containing the terms and conditions of this Settlement Agreement within fifteen (15) days from the date of approval of this Settlement Agreement by the CFX Board.

6. This Agreement resolves all claims whatsoever, including claims of S.M. compensation arising from the taking of Parcel 158 (Parts A & B), severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim. In addition, this sum resolves all apportionment claims including supplemental attorneys fees and costs related to

7. This Settlement Agreement, executed by the parties and their counsel on this 2 day of February, 2017, contains all the agreements of the parties. ment

claims

Print Name: LINDA S.B. LARSON
Central Florida Expressway Authority

Print Name: Richard Weinman
Counsel for CFX

Print Name: LAWRENCE M. WATSON JR
Mediator

Print Name: Shirley Ann Merrill
as Owner, Owner of SGL Nursery and as Personal Representative of the Estate of Clifton J. Merrill, Jr.

Print Name: Clifton J. Merrill, Jr.
Owner Personal Representative of the Estate of Clifton J. Merrill, Jr.

Print Name: Kent L. Hiepp
Attorney for Owner

CONSENT AGENDA ITEM

#13

WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.
329 Park Avenue North
Second Floor
Post Office Box 880
Winter Park, Florida 32790-0880
Telephone (407) 423-4246
Facsimile (407) 645-3728

MEMORANDUM

TO: **Central Florida Expressway Authority Board Members** HAC
FROM: **James Edward Cheek, III, Right of Way Counsel**
Winderweeidle, Haines, Ward & Woodman, P.A.
DATE: **February 21, 2017**
RE: **S.R. 429 Wekiva Parkway, Project 429-204; Parcels 255 - Approval for Settlement**

Winderweeidle, Haines, Ward & Woodman, P.A., right of way counsel, seeks this Board's approval of a settlement with Khoi Nguyen and Thuynhan Huynh ("Owners"), for Parcel 255 (the "Taking" or "Property"), which was acquired by eminent domain for the construction of the S.R. 429 Wekiva Parkway, Project 429-204.

DESCRIPTION and BACKGROUND:

Parcel 255 involves the total taking of a 2.435 acre piece of property located on 3129 Ondich Road, approximately 1,150 feet west of Plymouth Sorrento Road, in unincorporated Orange County. The property is improved with a 1,490 square foot, three bedroom, two bathroom residence which was built in 1971. Other site improvements include a shed, wood fence with metal gates, well, septic system, and gravel driveway and parking area. The property is zoned A-1, Citrus Rural District by Orange County, and the future land use designation is Rural/Agricultural, with a maximum of one dwelling unit per ten acres.

The landowners purchased the property in 2005 for \$269,900. The property has since been abandoned, and Nationstar Mortgage Company holds an outstanding mortgage with a payoff amount of \$259,542.59. In addition, Orange County has a special assessment lien in the amount of \$2,892.43. Thus, the total amount of the outstanding obligations for the parcel is \$262,435.02.

CFX's appraisal of the property was prepared by David Hall of Bullard, Hall & Adams, Inc. Mr. Hall determined that the highest and best use of the property was for single family residential use, and that the improvements are consistent with this use and have a remaining economic life. To determine land value, Mr. Hall considered four comparable sales which were all located within very close proximity to the subject, and closed within one year of the date of taking. These sales range from an adjusted price of \$19,531 per acre to \$39,373 per acre. Mr. Hall ultimately reconciled on a value of **\$39,000 per acre, or \$95,000 for the total value of the land taken.**

To determine the value of the improvements, Mr. Hall considered five improved sales which ranged in value between \$76.18 per square foot and \$99.42 per square foot. He ultimately concluded on a value of **\$95.00 per square foot**, for a total value of **\$141,600 for the improvements**. Mr. Hall's valuation conclusions can be summarized as follows:

Land Value	\$ 95,000
<u>Improvement Value</u>	<u>\$141,600</u>
Total Compensation	\$236,600

The landowners are represented by Kent Hipp of Gray Robinson, P.A., who retained the appraisal services of Rick Dreggors with Calhoun, Dreggors & Associates, Inc. As of the date of settlement negotiations, the Court had not yet issued a case management order requiring the landowners to complete an appraisal report. However, the landowners have submitted the preliminary analysis of Mr. Dreggors, including his improved and unimproved comparable sales charts, sales write-ups, and background information.

The landowners appear to agree that the highest and best use of the subject is for continued rural residential use, with the improvements being consistent with this use and continuing to have a remaining economic life. Mr. Dreggors considered six comparable land sales with per acre values ranging from \$41,667 per acre to \$76,923 per acre. The sales identified by Mr. Dreggors are located farther away from the subject than the sales identified by Mr. Hall, based on the contention that the sales close to the subject were negatively influenced by the expressway project. The landowners concluded that the subject property's land value, as though vacant, was worth **\$50,000 per acre**, for a total land value of **\$121,750**.

Mr. Dreggors then considered seven improved comparable sales to determine the contributory value of the improvements on the subject. The value of these improvements ranged from \$108 per square foot to \$143 per square foot. The landowners reconciled on a value of **\$140 per square foot**, for a total improvement claim of **\$208,600**. Thus, the total value sought by the landowners in this case was \$330,400, as summarized below:

Land Value	\$121,750
<u>Improvement Value</u>	<u>\$208,600</u>
Total Compensation	\$330,350

EXPERT AND ATTORNEY FEES:

As the proposed settlement was reached early in the negotiation process, the landowners have submitted the invoice of only one expert: Calhoun, Dreggors & Associates in the amount of \$9,306. The landowners are willing to accept an "all-in" settlement in the amount of \$310,000. While this settlement does not apportion the settlement sum among the landowners, attorneys, and experts, an allocation can be estimated based in part on the statutory attorney fee formula provided in §73.092(c), Florida Statutes. This estimated allocation is provided below for informational purposes:

Compensation to the Landowner	\$280,000
Attorneys' Fees	\$ 24,000
Expert Fees	\$ 6,000
Total "All-In" Settlement	\$310,000

CFX previously deposited \$207,200 as its good faith estimate of value. Settlement in the amount of \$310,000 would require CFX to deposit an additional \$102,800 into the court registry.

Acceptance of the proposed settlement is recommended and is in CFX's best interest. Prolonging litigation will subject CFX to additional attorney's fees and costs as well as additional expert fees and costs, which CFX would ultimately be responsible for as part of the landowner's compensation as provided by §73.091 and §73.092, *Florida Statutes*. The proposed settlement provides an estimated amount of \$280,000 to the landowners, which is only \$10,000 above the original purchase price of \$270,000 on November 10, 2005. This settlement significantly minimizes expert fees at only \$6,000, and minimizes litigation expenses by resolving this case in advance of extensive discovery, depositions, motion practice, and trial preparation. Acceptance of the proposal further eliminates the risk of a jury trial. The proposed settlement will resolve all pending matters in this case, including the property owner's attorney's fees and expert fees and costs.

RECOMMENDATION:

The Right of Way Committee recommended CFX Board approval of the proposed settlement on February 22, 2017. The undersigned respectfully requests that this Board approve the proposed settlement in the amount of \$310,000 in full settlement of all claims for compensation for the acquisition of Parcel 255.

ATTACHMENT:

Exhibit A-Sketch of Subject Property
Exhibit B-Map Depicting Location of Property

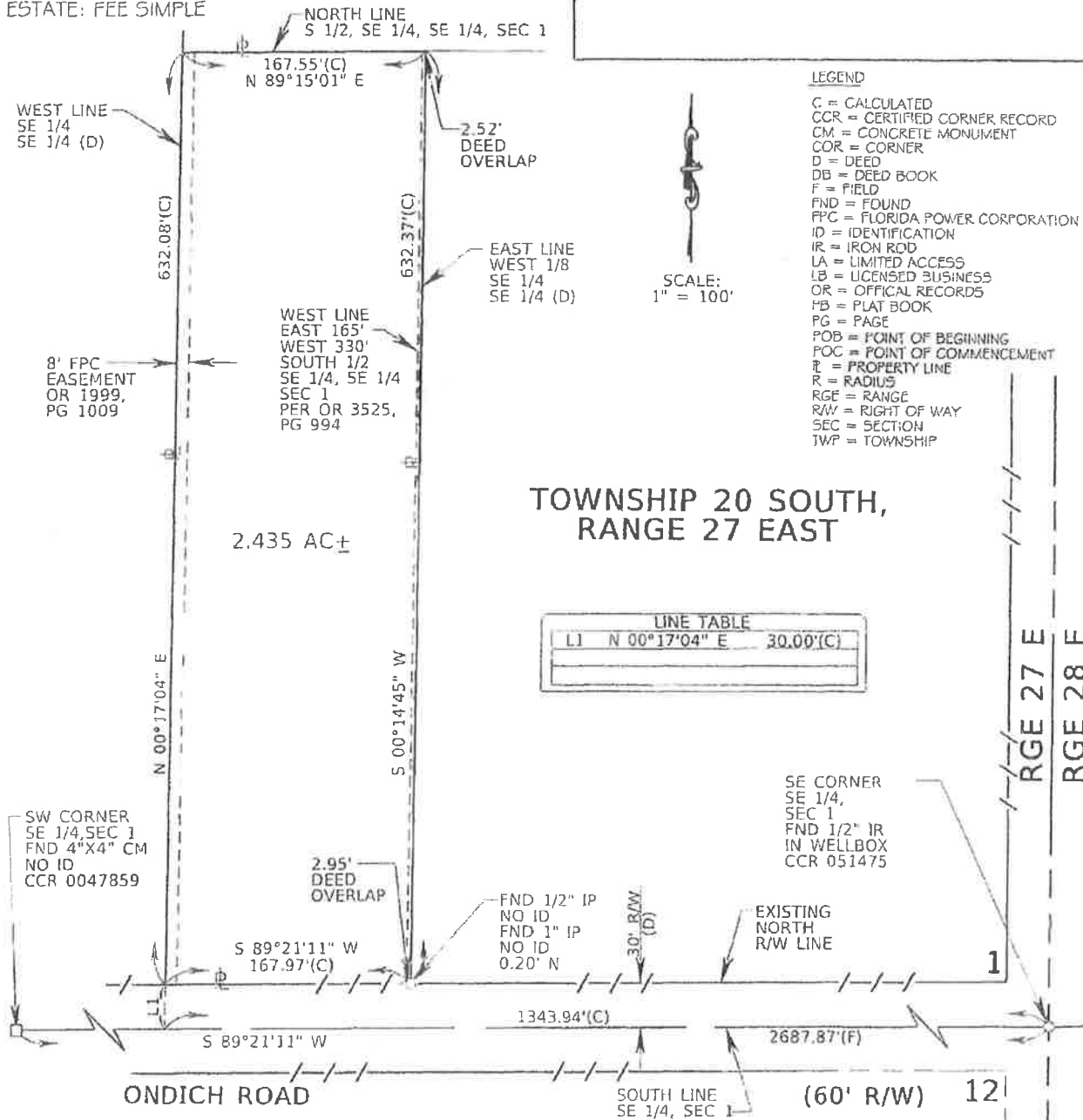
REVIEWED BY: _____

SKETCH OF DESCRIPTION

PARCEL 255

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE



LEGEND

C = CALCULATED
 CCR = CERTIFIED CORNER RECORD
 CM = CONCRETE MONUMENT
 COR = CORNER
 D = DEED
 DB = DEED BOOK
 F = FIELD
 FND = FOUND
 FPC = FLORIDA POWER CORPORATION
 ID = IDENTIFICATION
 IR = IRON ROD
 LA = LIMITED ACCESS
 LB = LICENSED BUSINESS
 OR = OFFICIAL RECORDS
 PB = PLAT BOOK
 PG = PAGE
 POB = POINT OF BEGINNING
 POC = POINT OF COMMENCEMENT
 PL = PROPERTY LINE
 R = RADIUS
 RGE = RANGE
 R/W = RIGHT OF WAY
 SEC = SECTION
 TWP = TOWNSHIP

SCALE:
 1" = 100'

TOWNSHIP 20 SOUTH,
 RANGE 27 EAST

LINE TABLE		
L1	N 00°17'04" E	30.00'(C)

GENERAL NOTES:

- THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.
- THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
- ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
- A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 21, 2012, FILE NO. 2037-2857094 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 12/18/13

DRAWN BY: DJK

JOB NO:

APPROVED BY: RJM

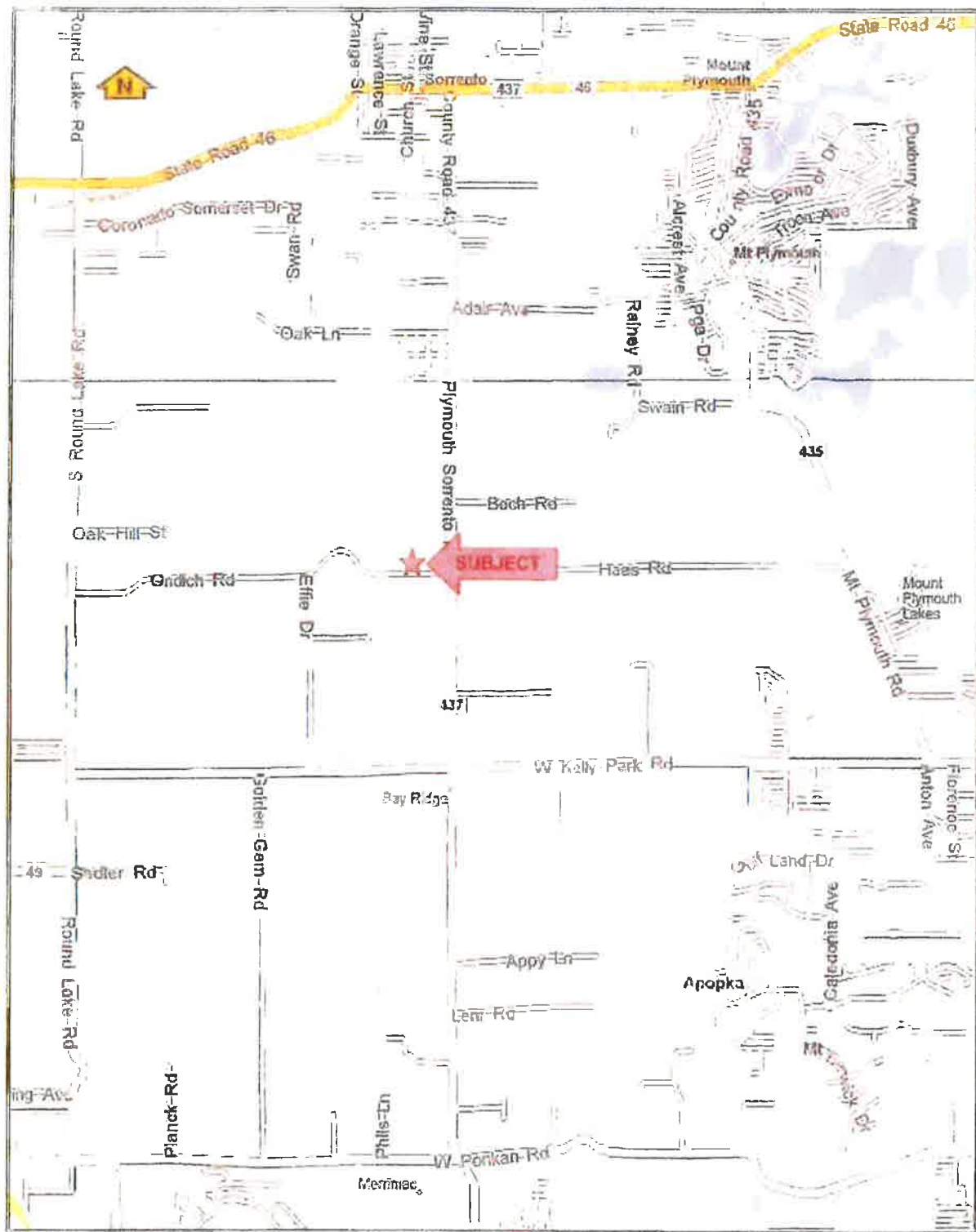
OOCEA PROJECT NO: 429-204

URS

URS CORPORATION
 315 E. ROBINSON STREET
 SUITE 245
 ORLANDO, FL 32801-1949
 PH (407) 422-0353
 LICENSED BUSINESS NO. 6839

REVISIONS:

SHEET: 2 OF 2



SUBJECT LOCATION MAP
PARCEL 255


CONSENT AGENDA ITEM

#14



MEMORANDUM

TO: Central Florida Expressway Authority CLIENT-MATTER NO.: 19125.0085
Board Members

FROM: Suzanne M. Driscoll, Esq., Right-of-Way Counsel 

CC: Linda Brehmer Lanosa

DATE: February 21, 2017

RE: State Road 429 Wekiva Parkway, Project 429-203; Parcel 168 (Simmons)
Proposed Settlement Offer for Klepzig Easement Interest

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of the CFX Board of a negotiated settlement between the Central Florida Expressway Authority ("CFX") and Dennis R. Klepzig and Joann Klepzig, husband and wife, Ellen Christine Potts n/k/a Ellen Christine Klepzig Potts, James Roger Klepzig and Jill Lynette Klepzig n/k/a Jill Lynette Klepzig-Fox (collectively "Klepzig"), for the acquisition of their Ingress/Egress Easement held over a portion of Parcel 168 which was acquired for the construction of State Road 453 Wekiva Parkway, Project 429-203.

DESCRIPTION AND BACKGROUND

Parcel 168 comprises a partial taking of a residentially improved property owned by Phillip M. Simmons. ("Simmons"). CFX took title to the Parcel on June 3, 2014, and resolved the claims of Simmons, as well as 24 other interested parties, with the exception of Klepzig, pursuant to a Stipulated Final Judgment and Order of Apportionment, copies of which are attached hereto as **Exhibit "A" and "B."**

KLEPZIG SETTLEMENT

Klepzig asserted a claim for the value of their easement and on October 3, 2014, served CFX with an Offer of Judgment in the amount of \$10,000. The Offer was rejected by CFX. Following the owner's (Simmons) acceptance of CFX's Offer of Judgment, Klepzig asserted that it had an apportionment claim against the proceeds to be awarded to Simmons. While the Klepzig' apportionment claim appeared frivolous, negotiations were undertaken in an effort to

avoid any further litigation costs. Ultimately, Klepzig agreed to accept the nominal sum of \$100.00, exclusive of fees and costs.

FEES AND COSTS

Section 73.092(2), Florida Statutes, requires condemning authorities to pay reasonable attorney's fees incurred by a respondent in connection with claims for apportionment. Those fees are calculated on an hourly basis. We received and reviewed the attorney time records maintained by Klepzig's attorney, Harold Lassman, of the Maguire Lassman Firm. It appears from the records that Mr. Lassman devoted approximately 15 hours of time in connection with Parcel 168. We negotiated \$1,400.00 as full payment for the attorney's fees for Parcel 168 (4 hours @ \$350/hr.). Furthermore, Section 73.091, Florida Statutes, requires the payment of all reasonable costs incurred by a party in defense of his or her claims. Attached as **Exhibit "C"** is a copy of Florida Real Estate Analysts, Inc.'s appraisal invoice in the amount of \$1,125.00. We negotiated \$1,000.00 as full payment for this invoice.

RECOMMENDATION

For the above-cited reasons, Right-of-Way counsel respectfully requests that the CFX Board approve a total settlement, inclusive of attorney's fees and expert costs, in the amount of \$2,500.00, in full settlement of all compensation for all claims asserted by Respondents, Klepzig with respect to the acquisition of Parcel 168 which is in CFX best interest. A copy of the executed Settlement Agreement between CFX and Klepzig is attached as **Exhibit "D."**

The Right-of-Way Committee recommended approval of the proposed Settlement Agreement at its February 22, 2017, meeting.

ATTACHMENTS

- Exhibit "A" - Stipulated Final Judgment Upon Offer of Judgment as to Parcel 168
- Exhibit "B" - Order Granting Respondent's Motion for Withdrawal and Apportionment of Funds for Parcel 168
- Exhibit "C" – Florida Real Estate Analysts, Inc. Invoice
- Exhibit "D" – Settlement Agreement

Reviewed by: _____



ORLDOCS 15227307 1

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA**

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

Petitioner,

v.

CASE NO.: 2014-CA-003698-O

DARRELL D. REID and KATIE J. REID, et al.,

Parcel 168

Respondents.

Subdivision 39

**STIPULATED FINAL JUDGMENT UPON
OFFER OF JUDGMENT AS TO PARCEL 168**

THIS CAUSE having come on for consideration upon the Joint Motion made by the Petitioner, **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** ("CFX"), and the Respondent, **PHILLIP M. SIMMONS**, ("Respondent") as the fee owner of Parcel 168, for entry of a Final Judgment in accordance with Respondent's acceptance of the Offer of Judgment of Petitioner, and it appearing to the Court that the parties were authorized to enter into such motion, the Court finding that the compensation to be paid by the Petitioner is full, just and reasonable for all parties concerned, and the Court being otherwise fully advised in the premises, it is now, therefore

ORDERED AND ADJUDGED as follows:

1. That the Respondent, **PHILLIP M. SIMMONS**, does have and recover of and from the Petitioner the sum of **THREE HUNDRED, THIRTY THOUSAND AND NO/100 DOLLARS (\$330,000.00)**, subject to apportionment claims, if any, in full payment for the property designated as Parcel 168 herein taken, severance damages, business damages, tort

damages, if any, and all other damages and claims with the exception of attorney's fees, expert fees and costs.

2. That title to the following described property, to wit: **Exhibit "A"** which vested in the Petitioner pursuant to the Stipulated Order of Taking and deposit on June 3, 2014, heretofore made, is hereby approved, confirmed and ratified.

3. That within twenty (20) days after receipt by the Petitioner of this Final Judgment, Petitioner shall deposit into the Registry of the Court the sum of **ONE HUNDRED THIRTY-NINE THOUSAND, EIGHT HUNDRED SEVENTY AND NO/100 DOLLARS (\$139,870.00)**, this sum being the difference between the Petitioner's initial deposit of \$190,300.00 and the final award pursuant to Paragraph 1 herein (subject to apportionment claims, if any), plus a \$170.00 clerk's fee.

4. That this Court retains and reserves jurisdiction to enforce the terms of this judgment, and to determine any supplementary and post judgment matters, if applicable.

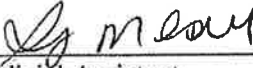
DONE AND ORDERED at Orlando, Orange County, Florida, this 1 day of February, 2017

/s/ CHRISTI UNDERWOOD
Circuit Judge

CHRISTI L. UNDERWOOD
Circuit Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing was filed with the Clerk of the Court this 2 day of February 2017, by using the Florida Courts E-Filing Portal System. Accordingly, a copy of the foregoing is being served on this day to all attorneys/interested parties identified on the ePortal Electronic Service List, via transmission of Notices of Electronic Filing generated by the ePortal System. Petitioner's counsel is responsible for the service by US Mail of any party or interest with a mailing address only.



Judicial Assistant

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA**

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

Petitioner,

v.

CASE NO.: 2014-CA-003698-O

DARRELL D. REID and KATIE J. REID, et al.,

Parcel 168

Respondents.

Subdivision 39

**JOINT MOTION FOR ENTRY OF STIPULATED FINAL JUDGMENT
UPON OFFER OF JUDGMENT AS TO PARCEL 168**

The Petitioner, **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, and the
Respondent, **PHILLIP M. SIMMONS**, by and through their undersigned counsel, respectfully
move for entry of the foregoing Stipulated Final Judgment Upon Offer of Judgment as to Parcel
168. The undersigned are authorized to enter into this Motion.


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Dated: February 1, 2017


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Attorneys for Respondent,
Phillip M. Simmons
Dated: February 1, 2017

CFX v Darrell D. Reid and Katie J. Reid, Etc., et al.
Case Number 2014-CA-3698-O
Parcel 168
SERVICE LIST

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Maguire & Lassman, P.A.

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n/k/a Ellen Christine Klepzig Potts

James Roger Klepzig

Jill Lynette Klepzig,

n/k/a Jill Lynette Klepzig-Fox

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FLService@gtlaw.com

Attorneys for Respondent,

The Patriot Group, LLC

Served via U.S. Mail Only:

Project Orlando, LLC,

a Florida limited liability company

James R. Palmer, Registered Agent

1900 Summit Tower Blvd., Suite 600

Orlando, FL 32810

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
WEKIVA PARKWAY - PROJECT NO. 429-203
LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND RAILROAD SPIKE WITH NO IDENTIFICATION MARKING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH $89^{\circ}27'56''$ WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 1336.19 FEET TO ITS INTERSECTION WITH THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID NORTH LINE RUN SOUTH $00^{\circ}14'39''$ WEST ALONG SAID EAST LINE, A DISTANCE OF 1322.99 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER AS MONUMENTED AND OCCUPIED FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH $00^{\circ}14'39''$ WEST ALONG SAID EAST LINE, A DISTANCE OF 661.25 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE DEPARTING SAID EAST LINE RUN NORTH $89^{\circ}59'38''$ WEST ALONG SAID SOUTH LINE, A DISTANCE OF 15.00 FEET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH $00^{\circ}14'39''$ EAST, A DISTANCE OF 661.21 TO A POINT ON AFORESAID SOUTH LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE NORTH $89^{\circ}50'02''$ EAST ALONG SAID SOUTH LINE, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 9918 SQUARE FEET, MORE OR LESS

NOTE:

THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AS TO FILE NO. 2037-2846784 DATED 11/02/2012, UPDATED FILE NO. 19125-0085 DATED 10/24/2013 AND UPDATED FILE FROM SHUTTS AND BOWEN LLP, REVISION "B", FIDELITY NATIONAL TITLE INSURANCE COMPANY ORDER NO. 4592225, DATED 11/07/2013

LEGEND & ABBREVIATIONS

CB	= CHORD BEARING	ID.	= IDENTIFICATION	P.I.	= POINT OF INTERSECTION	(R)	= RADIAL
C.C.R.	= CERTIFIED CORNER RECORD	J.R.	= IRON ROD	P.O.B.	= POINT OF BEGINNING	SEC.	= SECTION
CL	= CHORD LENGTH	L	= ARC LENGTH	P.O.C.	= POINT OF COMMENCEMENT	TIME	= TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
COR.	= CORNER	L.A.	= LIMITED ACCESS	PROJ.	= PROJECT	W	= WITH
ICI	= CALCULATED DISTANCE	LT	= LICENSED SURVEY BUSINESS	P.T.	= POINT OF TANGENCY	R	= PROPERTY LINE
D.B.	= DEED BOOK	NO.	= NUMBER	(P)	= PLAT	X	= SAME PROPERTY OWNER
EASMT.	= EASEMENT	O.R.B.	= OFFICIAL RECORDS BOOK	R	= RADIUS	o	= DELTA (CENTRAL ANGLE)
EXIST.	= EXISTING	P.C.	= POINT OF CURVATURE	R.B.M.	= ROAD BOND MAP	+	= CHANGE IN DIRECTION
FND.	= FOUND	PG.	= PAGE / PAGES	RT	= RIGHT	---	= LIMITED ACCESS R/W LINE
IPC	= FLORIDA POWER CORPORATION			R/W	= RIGHT OF WAY		
(P)	= FIELD DISTANCE						


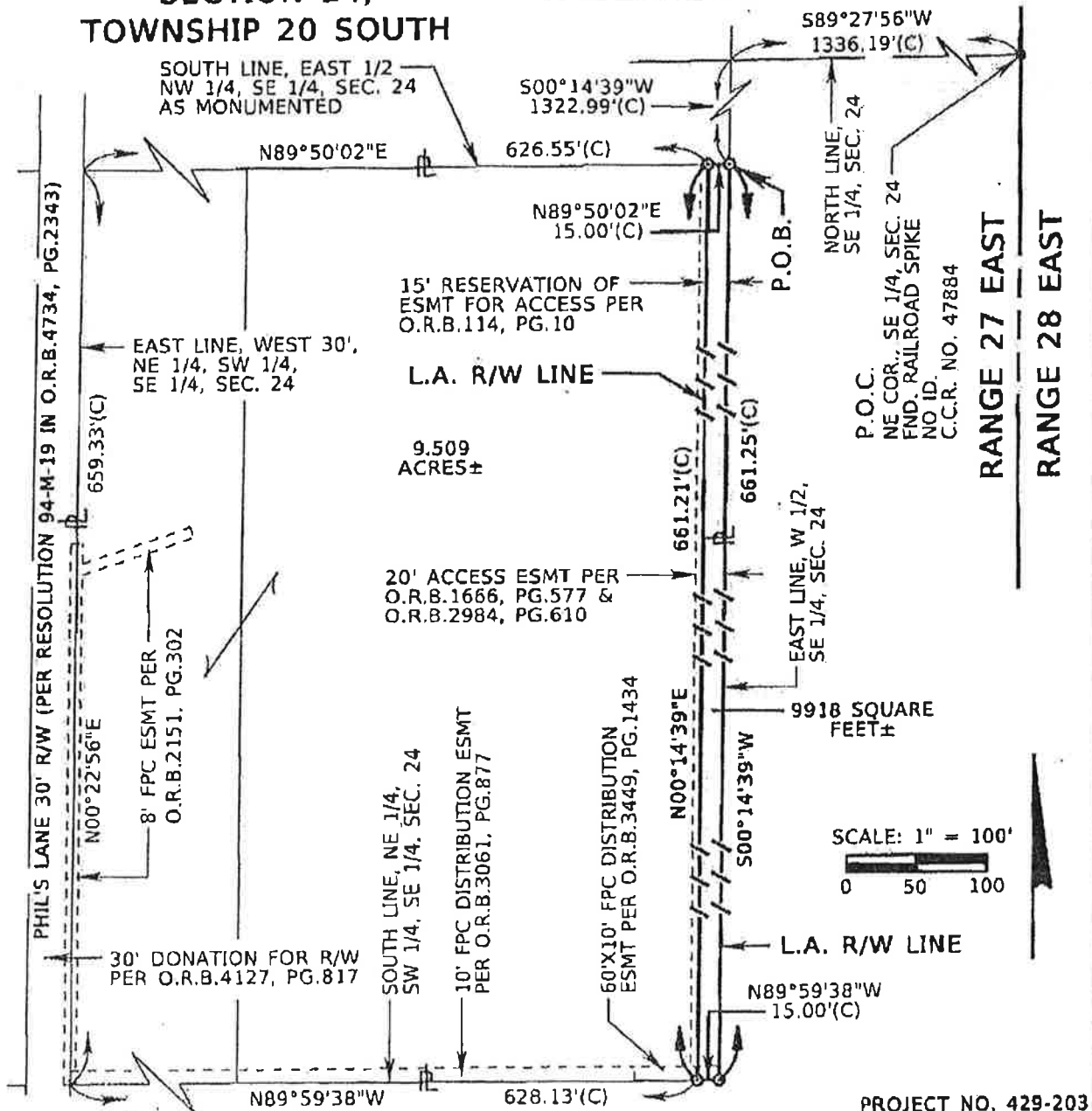
DATE	DECEMBER 05, 2013	 530 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32803 (407) 643-5120 FAX 407-649-8664	SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY. S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	PARCEL 168
DRAWN BY	M.ROLLINS			SCALE: N/A
CHECKED BY	S.WANE			SHEET 1 OF 2
ESA PROJECT NO.	EAL111			
REVISION	07			

EXHIBIT "A"

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SEC. 24-20-27, BEING S89°27'56"W, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.

SECTION 24, TOWNSHIP 20 SOUTH



I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 417.027, FLORIDA STATUTES.

William C. Byrd, S.M.
WILLIAM C. BYRD, S.M.
LICENSE NUMBER 3442 DATE 12/26/13

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CERTIFICATION OF AUTHORIZATION No. LR 1331



SKETCH OF DESCRIPTION.
THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)
ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
168

SCALE: 1"=100'

SHEET 2 OF 2

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

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

Petitioner,

vs.

CASE NO.: 2014-CA-003698-O
Subdivision 39

DARRELL D. REID and KATIE J. REID, ETC., Parcel: No. 168
et al., Simmons

Respondents.

**ORDER GRANTING RESPONDENT'S MOTION FOR
WITHDRAWAL AND APPORTIONMENT OF FUNDS FOR PARCEL 168**

THIS CAUSE having come before the Court upon the Motion of Respondent, PHILLIP M. SIMMONS, to withdraw the funds to be deposited with the Court Registry by Petitioner, CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX") for the taking of Parcel 168 once the Final Judgment is entered in this case and the Court having considered this Motion and being fully advised in the premises, it is therefore

ORDERED AND ADJUDGED that

1. This Court finds that all parties listed as having potential interest(s) have been served notice for the Respondent's, Phillip M. Simmons, Amended Motion for Withdrawal and Apportionment of Funds for Parcel 168 and that at the hearing held at the time and place noted in the Notice was in attendance only the attorneys for the Petitioner, the attorney for Respondent Phillip M. Simmons and the attorney for Respondents Dennis R. Klepzig, JoAnn Klepzig, Ellen Christine Potts, n/k/a Christine Klepzig Potts, James Roger Klepzig, and Jill Lynette Klepzig, n/k/a Jill Lynette Klepzig-Fox, and no other attorneys for any other interest holder made an

appearance or filed or presented an objection to Respondent's Amended Motion for Withdrawal and Apportionment of Funds for Parcel 168.

2. Respondent's Amended Motion for Withdrawal and Apportionment of Funds for Parcel 168 is GRANTED.

3. Pursuant to the Final Judgment in this matter, CFX shall deposit into the Registry of the Court the sum of **ONE HUNDRED THIRTY-NINE THOUSAND, EIGHT HUNDRED SEVENTY AND NO/100 DOLLARS (\$139,870.00)**, this sum being the difference between the Petitioner's initial deposit of \$190,300.00 and the final award of \$330,000.00, plus a \$170.00 clerk's fee.

4. All of the funds to be deposited in the Court Registry as to Parcel 168, except for the \$170.00 clerk's fee, shall be disbursed solely to Respondent, Phillip M. Simmons.

5. Once CFX has deposited the funds with the Court Registry as outlined in the Final Judgment, the Clerk of the Court is directed to pay forthwith and without further order of this Court, as follows:

To Respondent, PHILLIP M. SIMMONS, owner of Parcel 168, the sum of **ONE HUNDRED THIRTY-NINE THOUSAND, SEVEN HUNDRED AND NO/100 DOLLARS (\$139,700.00)**, and made payable to PHILLIP M. SIMMONS c/o Thomas P. Callan, Esq., Callan Law Firm, P.A., 921 Bradshaw Terrace, Orlando, Florida 32806.

DONE AND ORDERED in Chambers in Orlando, Orange County, Florida, this 1 day of Feb., 2017.

/s/ CHRISTI UNDERWOOD
Circuit Judge

HONORABLE CHRISTI L. UNDERWOOD
CIRCUIT COURT JUDGE

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 1 day of Feb, 2017, a true and correct copy of the foregoing has been sent to the U.S. Mail and/or electronic mail on the parties listed on Schedule A attached hereto.


Judicial Assistant Attorney

SCHEDULE A

David A. Shontz, Esq.
Suzanne Driscoll, Esq.
Shutts & Bowen, LLP
300 South Orange Avenue
Suite 1000
Orlando, FL 32801
dshontz@shutts.com; hmorlan@shutts.com;
tmartin@shutts.com; mfarmer@shutts.com
*Attorneys for Petitioner,
Central Florida Expressway Authority*

Thomas P. Callan, Esq.
Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, FL 32806
tcallan@callanlaw.com; adm@callanlaw.com
*Attorneys for Respondent,
Phillip M. Simmons*

J. Christy Wilson, III, Esq.
Wilson & Garber, P.A.
437 N. Magnolia Ave
Orlando, FL 32801
jcwilson@wilsongarber.com;
kgarber@wilsongarber.com;
dsmith@wilsongarber.com
*Attorneys for Respondents,
Jack V. Cravey, Joyce A. Cravey, James V.
Cravey, Ellis L. Hall, C'Sandra K. Hall, Jane
A. Harper, Thomas J. Harper, Michael
Shulman*

Project Orlando, LLC, a Florida Limited
Liability Company
James R. Palmer, Registered Agent
1900 Summit Tower Blvd., Suite 600
Orlando, FL 32810

Nicholas A. Shannin, Esq.
Orange County Clerk of Court
425 N. Orange Avenue, Suite 2110
Orlando, FL 32802-4994
Debbie.fafalios@myorangeclerk.com; ADM-ContactAdminDiv@myorangeclerk.com
*Attorneys for Respondent,
Orange County Clerk of Courts*

William Spivey, II, Esq.
Courtney M. Keller, Esq.
Greenberg Traurig, P.A.
450 South Orange Ave, Suite 650
Orlando, FL 32801
spiveyw@gtlaw.com; kellerc@gtlaw.com;
turners@gtlaw.com; FLService@gtlaw.com
*Attorneys for Respondent,
The Patriot Group, LLC*

Raymer F. Maguire, III, Esq.
Harold A. Lassman, Esq.
Maguire & Lassman, P.A.
605 East Robinson Street, Suite 140
Orlando, FL 32801-2041
Raymer@Maguire-EminentDomain.com;
Lassman@Maguire-EminentDomain.com;
teri@maguire-eminentdomain.com
*Attorneys for Respondents,
Dennis R. Klepzig, JoAnn Klepzig, Ellen
Christine Potts, n/k/a Ellen Christine Klepzig
Potts, James Roger Klepzig, Jill Lynette
Klepzig, n/k/a Jill Lynette Klepzig-Fox*



January 31, 2017

Mr. Harold Lassman
Attorney at Law
Maguire Lassman, P.A.
605 E. Robinson Street, Suite 140
Orlando, FL 32801

RE: Project : Wekiva Parkway
County : Orange
Parcel : 168
Owner : Klepzig (Easement)

INVOICE

Inspection of easement property and surrounding neighborhood. Research for and analysis of data. Research for sales data and analysis of any damages due to the acquisition. Consultation with owner's attorney regarding the ROW acquisition and associated easement. Preparation of appraisal report, preparation for deposition, and attendance at deposition.

Pendergast:	6.25 Hrs @ \$180.00/Hr =	\$1,125
Total Invoice Amount		\$1,125

Thank you,

Gary M. Pendergast, MAI, President

SUMMARY OF SERVICES
(GARY M. PENDERGAST)

Parcel : 168
Project: Wekiva Parkway
Owner: Klepzig (Easement)

<u>Date</u>	<u>Procedure</u>	<u>Time</u>
06/18/14	Research concerning access easements. Review easement documents, maps and aerials. Analysis of data.	.75
08/05/14	Review ROW plans and easement data. Consultation with owner's attorney regarding easements, documents, and other data.	.75
09/15/14	Consultation with property owner regarding easements.	.25
10/06/14	Research and review sales data for easement valuation.	.75
10/08/14	Research and review comparable sales data for easement valuation.	.75
10/23/14	Research regarding encumbrances, current easement usage, and valuation issues.	.50
10/24/14	Analysis of property underlying the easement and highest and best use issues.	.50
10/24/14	Comparable sales research and analysis. Verification of data.	.25
10/27/14	Easement inspection research and analysis including aerial and road view, and by maps. Review documents provided by owner's attorney. Review taking descriptions, ROW data, flood and soil maps. Analysis of data.	.50
10/28/14	Review taking descriptions, ROW data, flood and soil maps. Analysis of data. Analysis of data for easement valuation analysis.	.50
04/06/15	Preparation for deposition regarding easement valuation.	.50
04/07/15	Analysis of data and provide testimony at deposition for easement valuation.	.25
Total		6.25

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

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

Petitioner,

v.

CASE NO.: 2014-CA-003698-O

DARRELL D. REID and KATIE J. REID, et al.,

Parcel 168

Respondents.

Subdivision 39

SETTLEMENT AGREEMENT

Counsel for Petitioner, **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** ("CFX"), and Respondents, **DENNIS R. KLEPZIG and JOANN KLEPZIG, husband and wife, ELLEN CHRISTINE POTTS n/k/a ELLEN CHRISTINE KLEPZIG POTTS, JAMES ROGER KLEPZIG and JILL LYNETTE KLEPZIG n/k/a JILL LYNETTE KLEPZIG-FOX** ("Respondents"), have reached the following negotiated settlement of all Respondents' claims associated with Parcel 168:

1. Respondents, shall have and recover from the Petitioner the sum of **ONE HUNDRED AND NO/100 DOLLARS (\$100.00)** in full payment for any and all claims asserted in connection with the property designated as Parcel 168 herein taken, claims for apportionment, severance damages, business damages, tort damages, if any, and all other damages and claims with the exception of attorney's fees, and expert costs.

2. Respondents have and recover of and from the Petitioner the sum of **ONE THOUSAND, FOUR HUNDRED AND NO/100 DOLLARS (\$1,400.00)**, as full payment for attorneys' fees for services rendered on behalf of Respondents by the Maquire & Lassman, P.A. firm in this cause, pursuant to §§73.091 and 73.092, *Florida Statutes* (2015). Respondents shall make no further claim for attorney's fees herein.

3. Respondents have and recover of and from the Petitioner the sum of **ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00)**, as full payment for all costs incurred herein including but not limited to the expert fee for Florida Real Estate Analysts, Inc. Respondents shall make no further claim for costs herein.

4. This Settlement Agreement will be placed on the agendas for the CFX Right of Way Committee meeting and the CFX Board, and is conditioned upon final approval by the CFX Board.

5. Upon approval of this Settlement Agreement by the CFX Board, Counsel for Petitioner and Counsel for Respondents shall jointly submit to the Court for entry a Stipulated Final Judgment in this matter as soon as practical.

6. Within thirty (30) days from the date of receipt by Petitioner's Counsel of a conformed copy of the Stipulated Final Judgment, Petitioner shall issue a check for the total amount of **TWO THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00)**, payable to the firm of Maguire & Lassman, P.A. and mail said check to Harold Lassman, Esq., Maguire & Lassman, P.A., 605 East Robinson Street, Suite 140, Orlando, FL 32801, as payment in full for all Respondents' claims herein, including attorney's fees and costs as provided in this Agreement.

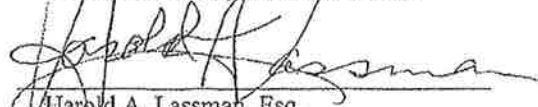
7. This Settlement Agreement, executed by the respective counsel on behalf of the parties, contains all of the agreements of the parties.

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY, PETITIONER**



Suzanne M. Driscoll, Esq.
Attorney for Petitioner
Dated: January ____, 2017

**DENNIS R. KLEPZIG and JOANN
KLEPZIG, husband and wife, ELLEN
CHRISTINE POTTS n/k/a ELLEN
CHRISTINE KLEPZIG POTTS, JAMES
ROGER KLEPZIG and JILL LYNETTE
KLEPZIG n/k/a JILL LYNETTE
KLEPZIG-FOX, RESPONDENTS**



Harold A. Lassman, Esq.
Attorney for Respondents
Dated: January 30, 2017


CONSENT AGENDA ITEM

#15

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: February January 24, 2017

SUBJECT: Approval of Supplemental Agreement No. 2 to Kisinger Campo & Associates
For Bridge Inspection Services
Contract No. 001127

Board approval is requested for Supplemental Agreement No. 2 with Kisinger Campo & Associates, in the amount of \$82,635.15 to perform a Bearing Assembly investigation on S.R. 528 WB Ramp to S.R. 417 SB (Bridge No. 750470). This contract was previously approved by CFX Board on May 26, 2015.

Original Contract Amount	\$ 609,452.23
Supplemental Agreement No. 1	\$ 35,267.54
Supplemental Agreement No. 2	<u>\$ 82,635.15</u>
Total Revised Contract Amount	\$ 647,719.77

Reviewed by:



Claude Miller
Director of Maintenance



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Bridge Inspection Services
Contract No. 001127
Supplemental Agreement No. 2

This Supplemental Agreement No. 1 entered into this 9th day of March, 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and KISINGER CAMPO & ASSOCIATES, (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated June 11, 2015, for providing bridge inspection services, in Orange County, Florida.

1. CFX wishes to have the Consultant perform a Bearing Assembly investigation on S.R. 528 WB Ramp to S.R. 417 SB (Bridge No. 750470) for a lump sum increase in the Contract amount of \$82,635.15, as detailed in the attached Exhibit A, with no increase in Contract time.
2. CFX and Contractor agree that this Supplemental Agreement No. 2 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 2; that acceptance of this Supplemental Agreement No. 2 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Bridge Inspection Services

Contract No. 001127

Supplemental Agreement No. 2

Amount of Changes to this document: \$82,635.15

This Supplemental Agreement No. 2 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Date: _____

KISINGER CAMPO & ASSOCIATES CORP.

By: _____

Print Name: _____

Title: _____

Attest: _____ (Seal)

Date: _____

Approved as to form and execution, only.

General Counsel for CFX

December 30, 2016

Mr. Steve Geiss,
Central Florida Expressway Authority
4974 Ori Tower Road
Orlando, FL 32807

Re: **SR 528 WB Ramp to SR 417 SB (Bridge No. 750470)**
Bearing Assembly Investigation

Dear Mr. Geiss:

Kisinger Campo & Associates Corp. (herein referred to as "the Consultant") is pleased to submit this proposal for engineering services to the Central Florida Expressway Authority, herein referred to as "the Authority", for the above referenced bridge. The scope of services for this task will consist of the investigation of deficient bearing assemblies that have recently come to light in a recent Florida Department of Transportation bridge inspection of 11-24-15. The services will be performed in conformance with the Scope of Services of Bridge Inspection Contract 001127 dated 6-11-15 and in accordance with the following:

1. PROJECT OBJECTIVES

The Consultant will evaluate the likely cause and potential remediation alternatives for bearing assembly 1-4 (nomenclature references Bent 1 and the 4th bearing assembly from left to right facing stations ahead as designated in the inspection report). In addition, the Consultant will investigate other bearing failures or anomalies found during the proposed inspections as described below.

2. SPECIFIC SERVICES

Data Review- The Consultant will perform a review of available documentation pertaining to the existing condition of the structure in addition to other relevant available information provided by the Authority including design plans, repair plans, work orders, maintenance history, and construction records.

Meetings- The Consultant will attend meetings and/or teleconferences as requested (based on a quantity of 4).

Preliminary Site Visit- The Consultant will visit the bridge site in order to define the scope of services and confirm reported conditions.

Thermal Analysis- The consultant will calculate anticipated thermal movements to determine if it falls within the limitations of the existing design plans.

Field Work- The Consultant will observe current conditions and assess readily visible deficiencies in the vicinity of bearing 1-4 (or other deficient bearings, such as those with fractured anchor bolts, bound or constrained bearing assemblies, or faulty components) observed during the inspection. The Consultant will obtain detailed measurements of the deck expansion joints, masonry plate location, sole plate location, pot bearing orientation, girder location, seismic restraint clearance, and other pertinent data.

Monitoring program- The consultant will complete a monitoring program with detailed position measurements of bearing 1-4 (and other deficient bearings discovered) over a series of 3 site visits to record various thermal ranges planned over an agreed upon duration to fully determine the associated range of motion.

Reporting- The consultant will document observed conditions at bearing 1-4 (and other deficient bearings discovered) and provide a summary report of expected span movement and related effects to the bearing(s). The report will provide alternatives for repair (with schematic sketches where necessary) with the associated cost estimates.

The resulting Inspection units as detailed in the Consultant's contract will be incorporated in the price proposal fee sheet as follows:

Complex Interim Inspection (a quantity of 3 to address one visit for the initial field work and two additional site visits during the monitoring program)

Special Inspection and Bridge Inspection Machine (a quantity of 1, to obtain extreme limit of bridge movement during the cold weather day, utilized in place of the Underbridge Inspection Vehicle that may be unavailable for access to the bridge on short notice)

Underbridge Inspection Vehicle (a quantity of 3 to correspond with the Complex Interim Inspections)

Maintenance of Traffic (a quantity of 6 based on 3 required movements for the Special Inspection and Bridge Inspection Machine and 3 additional movements for the 3 days of Underbridge Inspection Vehicle)

3. OWNER RESPONSIBILITIES

The Authority will provide copies of recent bridge inspection reports, other evaluation reports, bridge plans, surveys, work orders, shop drawings, construction records, manufacturer's data, or any other pertinent documentation related to the bridge condition currently not in the possession of the consultant.

4. LIMITATIONS

The evaluation is based upon visible conditions in the vicinity of End Bent 1 (as designated in the inspection report of 11-24-15) and other bearings with similar deficiencies. The scope does not include developing repair plans or specifications that, if necessary upon further investigation, can be provided under a separate task. Nor does the scope include any subconsultant work for items such as survey or material testing. Should the need arise for such services, it can be included under separate contract.

5. BEGINNING AND LENGTH OF SERVICES

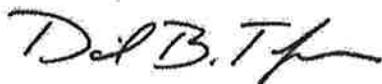
The above outlined services shall begin upon the receipt of the Notice to Proceed from the Authority. An individual draft report summarizing the findings of the investigation will be provided within 4 weeks after completion of the monitoring program. The monitoring program will be scheduled over a period acceptable to the Authority. A final signed and sealed report with recommendations will be submitted upon incorporation of any comments the Authority may have.

6. COMPENSATION

Compensation for the above services shall be a lump sum amount of \$82,635.15 in accordance with the attached Summary Fee Sheet.

Please let me know if you have any questions or comments regarding this proposal. Thank you for the opportunity to propose our services.

Sincerely,



David B. Thompson, P.E.
Project Manager

KISINGER CAMPO & ASSOCIATES CORP.
FLORIDA DEPARTMENT OF TRANSPORTATION
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BEARING INVESTIGATION

12/02/2016

ACTIVITY	SUMMARY FEE SHEET														Total Activity Fee	Months By Activity
	Chief Engineer		Senior Engineer		Engineer		Designer		Certified Bridge Inspector		Bridge Inspector					
	Man-Hours	Hourly Rate \$232.81	Man-Hours	Hourly Rate \$212.90	Man-Hours	Hourly Rate \$147.54	Man-Hours	Hourly Rate \$117.46	Man-Hours	Hourly Rate \$104.52	Man-Hours	Hourly Rate \$73.91	Man-Hours	Hourly Rate		
Data review	4.0	\$931.24	8.0	\$1,703.20	8.0	\$1,180.32	4.0	\$469.84							\$4,284.60	24.0
Meeting w/aleconferences (4)	16.0	\$3,724.96	16.0	\$3,406.40					4.0	\$418.08					\$7,549.44	96.0
Preliminary site visit/road	8.0	\$1,862.48													\$1,862.48	8.0
Thermal Analysis/Modeling	2.0	\$465.62	20.0	\$4,258.00	24.0	\$3,540.96	8.0	\$939.68							\$9,204.26	34.0
Maintaining Program (second only)	1.0	\$232.81	2.0	\$425.80	4.0	\$590.16									\$1,248.77	7.0
Reporting	8.0	\$1,862.48	16.0	\$3,406.40	32.0	\$4,721.28	16.0	\$1,879.36							\$11,869.52	72.0
Sketches					12.0	\$1,770.48	20.0	\$2,349.20							\$4,119.68	32.0
Cost Estimate for Repair Alternative					8.0	\$1,180.32	12.0	\$1,409.52							\$2,589.84	20.0
Contract Additional Unit Costs:																
Complex Interim Inspection (1)															\$15,106.71	
Special Trip and Bridge Inspect Machine (1)															\$2,853.41	
Underbridge Inspection Vehicle (3)															\$7,638.00	
Maintenance of Traffic (6 movements total)															\$9,378.00	
SUBTOTAL	39.0	\$9,079.59	62.0	\$13,199.80	83.0	\$12,983.52	60.0	\$7,047.60	4.0	\$418.08	0.0	\$0.00	0.0	\$0.00	\$77,794.71	253.0
Quality Control			12.0	\$2,554.80											\$2,554.80	12.0
Project Management	12.0	\$2,793.72													\$2,793.72	12.0
TOTALS	51.0	\$11,873.31	74.0	\$15,754.60	83.0	\$12,983.52	60.0	\$7,047.60	4.0	\$418.08	0.0	\$0.00	0.0	\$0.00	\$83,055.23	277.0

TOTAL CONTRACT FEE COMPUTATIONS
KCA Activities Fee

\$83,055.23

FP No. N/A

Contract No. 1137

F.A.P. No. N/A

Project Name: Bridge Investigation

SUBTOTAL (Dept Elements applied to Basic Activities)

\$83,055.23

SUBCONSULTANTS:
(c) Subconsultant Services:

\$

TOTAL AMOUNT

\$83,055.23

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Bridge Inspection Services
Contract No. 001127
Supplemental Agreement No. 1

This Supplemental Agreement entered into this 14th day of December, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY herein referred to as "CFX", and KISINGER CAMPO & ASSOCIATES CORP., herein referred to as the "Consultant", the same being supplementary to the Contract by and between the aforesaid, dated June 11, 2015, for the cost of providing bridge inspection services, in Orange County, Florida.

1. CFX wishes to update the list of bridges to be inspected by the Consultant to include new bridges added to the system after the Contract was executed and identified by the following bridge numbers,

750851/825	750860
750853/854	750861/862
750855/856	750846/847
750857/858	750842/843
750859/859 <i>plm</i>	750844/845

and,

2. The Consultant hereby agrees to perform the inspections for the additional amount of \$35,267.54 as detailed in Attachment A to this Supplemental Agreement, with no increase in the Contract term, and
3. CFX and Consultant agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the original Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Consultant's complete and total claim for the terms and conditions of the same and that the Consultant waives all future right of claim for additional compensation which is not already defined herein.

This Supplemental Agreement No. 1 is necessary to perform bridge inspections for new bridges added to the system after the Contract was executed.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Bridge Inspection Services

Contract No.: 001127

Amount of Changes to this document: \$35,267.54

This Supplemental Agreement No. 1 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: [Signature]
Director of Procurement

REVIEWED AND APPROVED
BY CFX LEGAL
[Signature]
1/6/17

KISINGER CAMPO & ASSOCIATES CORP.

By: [Signature]
Signature

Print Name: Stephen H. McGucken

Title: CEO

Witness: [Signature]

Witness: [Signature]

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
KISINGER CAMPO & ASSOCIATES, CORP.**

BRIDGE INSPECTION SERVICES

CONTRACT NO. 001127

**CONTRACT DATE: JUNE 11, 2015
CONTRACT AMOUNT: \$609,452.23**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

FOR

BRIDGE INSPECTION SERVICES

CONTRACT NO. 001127

JUNE 2015

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Members of the Board

Welton Cadwell, Chairman

Scott Boyd, Vice-Chairman

Brenda Carey, Secretary/Treasurer

Buddy Dyer, Member

Fred Hawkins, Jr., Member

Teresa Jacobs, Member

Walter A. Ketcham Jr., Member

Jay Madara, Member

S. Michael Scheeringa, Member

Diane Guitierrez- Scaccetti, Non-Voting Advisor

Executive Director

Laura Kelley

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>
AG	Agreement
A	Exhibit "A", Scope of Services
B	Exhibit "B", Details of Costs and Fees
C	Exhibit "C", Project Organization Chart

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR BRIDGE INSPECTION SERVICES
CONTRACT NO. 001127**

THIS AGREEMENT, made and entered into this 11th day of June 2015 by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 63-573 Laws of Florida, 1963, (Chapter 348, Part V, Florida Statutes) hereinafter called the "AUTHORITY" and KISINGER CAMPO & ASSOCIATES, CORP., hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 201 North Franklin Street, Suite 400, Tampa, Florida 33602.

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 bridge inspection services required by the AUTHORITY for Contract No. 001127.

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.

The AUTHORITY's Director of Construction and Maintenance or his authorized designee 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 Director of Construction and Maintenance and the CONSULTANT shall comply with all of the directives of the Director of Construction and Maintenance that are within the purview of this Agreement. Decisions concerning Agreement amendments and adjustments, such as time extensions and supplemental agreements shall be made by the Director of Construction and Maintenance.

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

3.0 TERM OF AGREEMENT

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a two year term beginning July 1, 2015. There shall be two (2) renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONSULTANT are satisfactory and adequate for the AUTHORITY's needs.

4.0 PROJECT SCHEDULE

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains within the project schedule within which to complete the services on the project. In the event there have been delays which would affect the scheduled project completion date, the CONSULTANT shall submit a written request to the AUTHORITY which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. The AUTHORITY will review the request and make a determination as to granting all or part of the requested extension.

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

5.0 PROFESSIONAL STAFF

The CONSULTANT shall maintain an adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. The CONSULTANT shall continue to be authorized to do business within the State of Florida. In the performance of these professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care in performing the required services and shall have due regard for acceptable standards of construction engineering and inspection principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to 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. 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.

Ayres Associates, Inc.
Bolt Underwater Services, Inc.
Horizon Engineering 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 includes providing bridge inspection services for Contract No. 001127.

7.0 COMPENSATION

The AUTHORITY agrees to pay the CONSULTANT compensation as detailed in Exhibit "B", Details of Costs and Fees, attached hereto and made a part hereof, in the not-to-exceed amount of \$609,452.23. Bills for fees or other compensation for services or expenses shall be submitted to the AUTHORITY in detail sufficient for a proper pre-audit and post audit thereof.

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

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

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

The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State and Federal regulations in

that the more restrictive of the applicable regulations will govern. Whenever travel costs are included in Exhibit "B", the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

8.0 COMPLIANCE WITH LAWS

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

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

9.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached Exhibit "B", Details of Costs and Fees, supporting the compensation provided in Paragraph 7.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Paragraph 7.0 hereof shall be adjusted to exclude any significant sums where 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.

10.0 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", for work performed by the CONSULTANT prior to abandonment or termination of the Agreement. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be retained by the AUTHORITY.

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

The AUTHORITY reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of the AUTHORITY, without penalty.

It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the AUTHORITY. The CONSULTANT shall be compensated for its services rendered up to the time of

any such termination in accordance with Paragraph 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 or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by the AUTHORITY's Director of Construction.

11.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Director of Construction who shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Director of Construction and the CONSULTANT that cannot be resolved shall be referred to the AUTHORITY's Executive 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.

12.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

13.0 HOLD HARMLESS AND INDEMNIFICATION

The CONSULTANT shall indemnify, defend, and hold harmless the AUTHORITY and all of its officers, agents and employees from any claim, loss, damage, cost, charge or expense

arising out of any negligent act, error or omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of the Agreement, except that neither the CONSULTANT, its agents, employees nor any of its subconsultants will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by the AUTHORITY or any of its officers, agents or employees during the performance of the Agreement.

When the AUTHORITY receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, the AUTHORITY will immediately forward the claim to the CONSULTANT. The CONSULTANT and the AUTHORITY will evaluate the claim and report their findings to each other within seven working days. The AUTHORITY and the CONSULTANT will jointly discuss options in defending the claim. After reviewing the claim, the AUTHORITY will determine whether to require the participation of the CONSULTANT in the defense of the claim or to require that the CONSULTANT defend the AUTHORITY in such claim as described in this section. The AUTHORITY's failure to notify the CONSULTANT of a claim within seven days will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by the AUTHORITY to the CONSULTANT of the claim. The AUTHORITY and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs, but if the verdict determines that there is joint responsibility the costs and liability for damages will be shared in the same percentage as that judicially established.

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

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

14.0 THIRD PARTY BENEFICIARY

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

15.0 INSURANCE

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

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

15.1 Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to 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.

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

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

15.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be

provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the AUTHORITY for all work performed by the CONSULTANT, its employees, agents and subconsultants.

15.4 Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) Combined Single Limit (CSL) or its equivalent, protecting the selected firm or individual against claims of 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.

16.0 COMMUNICATIONS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying 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.

17.0 STANDARD OF CONDUCT

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

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

18.0 DOCUMENTED ALIENS

The CONSULTANT warrants that all persons performing work for 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.

19.0 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 Executive Director for resolution. During the term of this Agreement the CONSULTANT is not eligible to pursue any advertised construction engineering and inspection projects of the AUTHORITY as either a prime or subconsultant where the CONSULTANT participated in the design of the projects. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the design of the projects.

20.0 SEVERABILITY

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

21.0 GOVERNING LAW AND VENUE

This Agreement is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida.

22.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Details of Cost and Fees

Exhibit "C", 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 June 11, 2015.

KISINGER CAMPO & ASSOCIATES, CORP.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

BY: 

Authorized Signature

BY: 

Director of Procurement

Title: C.E.O.

Print Name: Claude Miller

Print Name: Stephen H. McGucken, P.E.

ATTEST:  (Seal)



MADGE L. MILLER
Notary Public

STATE OF FLORIDA
Commission # EE075567
Expires 7/18/2015

Approved as to form and execution, only.

General Counsel for the AUTHORITY



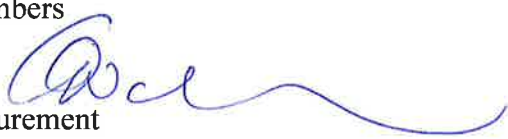
CONSENT AGENDA ITEM

#16

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: February 20, 2017


RE: Authorization to Advertise for
Letters of Interest for Design Services for the
Network Phase II Project
Project 599-524; Contract No. 001292


Board authorization is requested to advertise for Letters of Interest from qualified firms to provide design services for upgrades to the existing fiber optic network throughout the CFX system, including redesign of the ITS network device rings.

This enhancement to the network will improve operations and ensure further expandability of the expressway system.

This project is funded in the Five-Year Work Plan.

Reviewed by:


Bryan Homyouni
Manager of Traffic Operations




CONSENT AGENDA ITEM

#17

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: February 21, 2017

RE: Approval of Purchase Order to Carousel Industries for Service Support for
Extreme Networks Internet Protocol (IP) Network Equipment

Board approval is requested to issue a purchase order to Carousel Industries for the Extreme Networks IP Network hardware service support for the period of March 31, 2017 to March 30, 2018 in the amount of \$56,810.04.

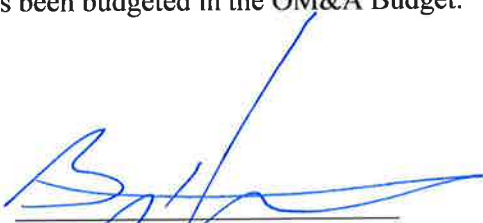
CFX entered into an agreement with Extreme Networks on March 31, 2007 to provide maintenance of its Internet Protocol (IP) Network Equipment. This contract provides software and technical support for the CFX's Extreme Networks switches, which are critical components of the Tolls and ITS network. This contract also provides coverage for equipment failures by including four-hour part on site delivery for replacement switches at CFX Headquarters, the FDOT RTMC, and all mainline toll plazas.


The Extreme Networks switch equipment is central to the operation of the system's computer network, which carries toll revenue, CFX telephone service, and ITS traffic (such as roadside traffic video, travel time information, and dynamic message sign control). As such, it is critical that CFX maintain service agreements on this vital equipment to minimize disruption to its operations.

The pricing is off the State of Florida WSCA Contract (#43220000-WSCA-14-ACS).

This service has been budgeted in the OM&A Budget.

Reviewed by:


Bryan Homayouni
Manager of Traffic Operations





Quote

Document #:	267324-002
Expires On:	03/22/2017

Account Executive: Kenneth Jones

Email: KJones@carouselindustries.com

Phone: 904-210-9810

Central Florida Expressway - ITS Renewal

Requested By:

Bill To Information

Central Florida Expressway
4974 ORL Tower Rd
Toll Headquarters
Orlando, FL 32807

Ship To Information

Central Florida Expressway
4974 ORL Tower Rd
Toll Headquarters
Orlando, FL 32807

State of Florida WSCA Contract
Contract No.: 43220000-WSCA-14-ACS

Maintenance**Data Maintenance**

<u>Part Number</u>	<u>Description</u>	<u>Ext. Price</u>
Central Florida Expressway - ITS Renewal		
EXT-95507-8806	Extreme Value Care - PW 24X7X4 AHR 8806 Covers: BD 8806 6-Slot Chassis (sn: 1305G-02645) 4/1/2017 - 3/31/2018	\$1,400.00
EXT-95507-8806	Extreme Value Care - PW 24X7X4 AHR 8806 Covers: BD 8806 6-Slot Chassis (sn: 1305G-02655) 4/1/2017 - 3/31/2018	\$1,400.00
EXT-95507	Extreme Value Care - PW 4HR PARTS ONLY Covers: BD 8900-10G24X-c (sn: 1318G-01046) 4/1/2017 - 3/31/2018	\$0.00
EXT-95507	Extreme Value Care - PW 4HR PARTS ONLY Covers: BD 8900-10G24X-c (sn: 1549G-00605) 4/1/2017 - 3/31/2018	\$0.00
EXT-95507	Extreme Value Care - PW 4HR PARTS ONLY Covers: BD 8900-10G24X-c (sn: 1602G-00080) 4/1/2017 - 3/31/2018	\$0.00
EXT-95507	Extreme Value Care - PW 4HR PARTS ONLY Covers: BD 8900-10G24X-c (sn: 1318G-01048) 4/1/2017 - 3/31/2018	\$0.00
EXT-95507	Extreme Value Care - PW 4HR PARTS ONLY Covers: BD 8900-10G24X-c (sn: 1318G-01047) 4/1/2017 - 3/31/2018	\$0.00
EXT-95507	Extreme Value Care - PW 4HR PARTS ONLY Covers: BD 8900-10G24X-c (sn: 1318G-01045) 4/1/2017 - 3/31/2018	\$0.00
EXT-95507-MSM128	Extreme Value Care - PW 4HR AHR BD MSM128 Covers: BD 8900-MSM128 (sn: 1305G-02682) 4/1/2017 - 3/31/2018	\$2,240.00
EXT-95507-MSM128	Extreme Value Care - PW 4HR AHR BD MSM128 Covers: BD 8900-MSM128 (sn: 1305G-02681) 4/1/2017 - 3/31/2018	\$2,240.00
EXT-95507-MSM128	Extreme Value Care - PW 4HR AHR BD MSM128 Covers: BD 8900-MSM128 (sn: 1305G-02679) 4/1/2017 - 3/31/2018	\$2,240.00
EXT-95507-MSM128	Extreme Value Care - PW 4HR AHR BD MSM128 Covers: BD 8900-MSM128 (sn: 1305G-02680) 4/1/2017 - 3/31/2018	\$2,240.00
EXT-95600-X460-24T	Extreme Value Care - PWP TAC & OS Summit X460-24T Covers: Summit X460-24t (sn: 1119G-80458) 4/1/2017 - 3/31/2018	\$235.00
EXT-95504-X460-24T	Extreme Value Care - PW NBD AHR Summit X460-24T Covers: Summit X460-24t (sn: 1337N-42320) 4/1/2017 - 3/31/2018	\$375.00
EXT-95504-X460-24T	Extreme Value Care - PW NBD AHR Summit X460-24T Covers: Summit X460-24t (sn: 1336N-46449) 4/1/2017 - 3/31/2018	\$375.00

Data Maintenance

<u>Part Number</u>	<u>Description</u>	<u>Ext. Price</u>
EXT-95600-X460-24T	Extreme Value Care - PWP TAC & OS Summit X460-24T Covers: Summit X460-24t (sn: 1219G-81203) 4/1/2017 - 3/31/2018	\$235.00
EXT-95600-X460-24T	Extreme Value Care - PWP TAC & OS Summit X460-24T Covers: Summit X460-24t (sn: 1219G-81202) 4/1/2017 - 3/31/2018	\$235.00
EXT-95600-X460-24T	Extreme Value Care - PWP TAC & OS Summit X460-24T Covers: Summit X460-24t (sn: 1336N-46450) 4/1/2017 - 3/31/2018	\$235.00
EXT-95600-X460-24T	Extreme Value Care - PWP TAC & OS Summit X460-24T Covers: Summit X460-24t (sn: 1502N-40038) 4/1/2017 - 3/31/2018	\$235.00
EXT-95600-X460-24T	Extreme Value Care - PWP TAC & OS Summit X460-24T Covers: Summit X460-24t (sn: 1509N-40589) 4/1/2017 - 3/31/2018	\$235.00
EXT-95600-X460-24T	Extreme Value Care - PWP TAC & OS Summit X460-24T Covers: Summit X460-24t (sn: 1509N-40595) 4/1/2017 - 3/31/2018	\$235.00
95504-X460-24X	Extreme Value Care - PW NBD AHR Summit X460-24X Covers: Summit X460-24x (sn: 1318N-42748) 4/1/2017 - 3/31/2018	\$695.00
95504-X460-24X	Extreme Value Care - PW NBD AHR Summit X460-24X Covers: Summit X460-24x (sn: 1318N-42767) 4/1/2017 - 3/31/2018	\$695.00
95504-X460-24X	Extreme Value Care - PW NBD AHR Summit X460-24X Covers: Summit X460-24x (sn: 1318N-42768) 4/1/2017 - 3/31/2018	\$695.00
95504-X460-24X	Extreme Value Care - PW NBD AHR Summit X460-24X Covers: Summit X460-24x (sn: 1318N-42769) 4/1/2017 - 3/31/2018	\$695.00
95504-X460-24X	Extreme Value Care - PW NBD AHR Summit X460-24X Covers: Summit X460-24x (sn: 1318N-42747) 4/1/2017 - 3/31/2018	\$695.00
95504-X460-24X	Extreme Value Care - PW NBD AHR Summit X460-24X Covers: Summit X460-24x (sn: 1318N-42746) 4/1/2017 - 3/31/2018	\$695.00
95504-X460-24X	Extreme Value Care - PW NBD AHR Summit X460-24X Covers: Summit X460-24x (sn: 1318N-42771) 4/1/2017 - 3/31/2018	\$695.00
95504-X460-24X	Extreme Value Care - PW NBD AHR Summit X460-24X Covers: Summit X460-24x (sn: 1318N-42772) 4/1/2017 - 3/31/2018	\$695.00
95504-X460-24X	Extreme Value Care - PW NBD AHR Summit X460-24X Covers: Summit X460-24x (sn: 1318N-42775) 4/1/2017 - 3/31/2018	\$695.00
95504-X460-24X	Extreme Value Care - PW NBD AHR Summit X460-24X Covers: Summit X460-24x (sn: 1318N-42776) 4/1/2017 - 3/31/2018	\$695.00
95504-X460-24X	Extreme Value Care - PW NBD AHR Summit X460-24X Covers: Summit X460-24x (sn: 1318N-42774) 4/1/2017 - 3/31/2018	\$695.00
95504-X460-24X	Extreme Value Care - PW NBD AHR Summit X460-24X Covers: Summit X460-24x (sn: 1316N-40852) 4/1/2017 - 3/31/2018	\$695.00
95504-X460-24X	Extreme Value Care - PW NBD AHR Summit X460-24X Covers: Summit X460-24x (sn: 1318N-42745) 4/1/2017 - 3/31/2018	\$695.00
95504-X460-24X	Extreme Value Care - PW NBD AHR Summit X460-24X Covers: Summit X460-24x (sn: 1318N-42749) 4/1/2017 - 3/31/2018	\$695.00
95504-X460-24X	Extreme Value Care - PW NBD AHR Summit X460-24X Covers: Summit X460-24x (sn: 1318N-42770) 4/1/2017 - 3/31/2018	\$695.00
95504-X460-24X	Extreme Value Care - PW NBD AHR Summit X460-24X Covers: Summit X460-24x (sn: 1318N-42773) 4/1/2017 - 3/31/2018	\$695.00
95504-X460-24X	Extreme Value Care - PW NBD AHR Summit X460-24X Covers: Summit X460-24x (sn: 1318N-42778) 4/1/2017 - 3/31/2018	\$695.00
95504-X460-24X	Extreme Value Care - PW NBD AHR Summit X460-24X Covers: Summit X460-24x (sn: 1514N-41500) 4/1/2017 - 3/31/2018	\$695.00
EXT-95504-X460-48T	Extreme Value Care - PW NBD AHR Summit X460-48T	\$446.25

Data Maintenance

<u>Part Number</u>	<u>Description</u>	<u>Ext. Price</u>
EXT-95504-X460-48T	Covers: Summit X460-48t (sn: 1514N-41493) 7/1/2017 - 3/31/2018 Extreme Value Care - PW NBD AHR Summit X460-48T	\$446.25
EXT-95504-16716	Covers: Summit X460-48t (sn: 1549N-41950) 7/1/2017 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1502N-40003) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1502N-40011) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1502N-40012) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1506N-40183) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1506N-40184) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1509N-40591) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1530N-45593) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1542N-41244) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1542N-41245) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1542N-41246) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1542N-41247) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1542N-41250) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1542N-41275) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1530N-45589) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1530N-45590) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1530N-45528) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1530N-45533) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1530N-45539) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1530N-45542) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1530N-45556) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1530N-45665) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1530N-45597) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1530N-45618) 9/29/2016 - 3/31/2018	\$278.26

Data Maintenance

<u>Part Number</u>	<u>Description</u>	<u>Ext. Price</u>
EXT-95504-16716	Extreme Value Care - PW NBD AHR 16716 Covers: X460-G2-24t-GE4-Base (sn: 1530N-45582) 9/29/2016 - 3/31/2018	\$278.26
EXT-95504-16716	Extreme Value Care - PW NBD AHR 16716 Covers: X460-G2-24t-GE4-Base (sn: 1530N-45584) 9/29/2016 - 3/31/2018	\$278.26
EXT-95504-16716	Extreme Value Care - PW NBD AHR 16716 Covers: X460-G2-24t-GE4-Base (sn: 1530N-45623) 9/29/2016 - 3/31/2018	\$278.26
EXT-95504-16716	Extreme Value Care - PW NBD AHR 16716 Covers: X460-G2-24t-GE4-Base (sn: 1530N-45624) 9/29/2016 - 3/31/2018	\$278.26
EXT-95504-16716	Extreme Value Care - PW NBD AHR 16716 Covers: X460-G2-24t-GE4-Base (sn: 1530N-45630) 9/29/2016 - 3/31/2018	\$278.26
EXT-95504-16716	Extreme Value Care - PW NBD AHR 16716 Covers: X460-G2-24t-GE4-Base (sn: 1530N-45634) 9/29/2016 - 3/31/2018	\$278.26
EXT-95504-16716	Extreme Value Care - PW NBD AHR 16716 Covers: X460-G2-24t-GE4-Base (sn: 1530N-45636) 9/29/2016 - 3/31/2018	\$278.26
EXT-95504-16716	Extreme Value Care - PW NBD AHR 16716 Covers: X460-G2-24t-GE4-Base (sn: 1530N-45641) 9/29/2016 - 3/31/2018	\$278.26
EXT-95504-16716	Extreme Value Care - PW NBD AHR 16716 Covers: X460-G2-24t-GE4-Base (sn: 1530N-45644) 9/29/2016 - 3/31/2018	\$278.26
EXT-95504-16716	Extreme Value Care - PW NBD AHR 16716 Covers: X460-G2-24t-GE4-Base (sn: 1530N-45669) 9/29/2016 - 3/31/2018	\$278.26
EXT-95504-16716	Extreme Value Care - PW NBD AHR 16716 Covers: X460-G2-24t-GE4-Base (sn: 1530N-45697) 9/29/2016 - 3/31/2018	\$278.26
EXT-95504-16716	Extreme Value Care - PW NBD AHR 16716 Covers: X460-G2-24t-GE4-Base (sn: 1530N-45702) 9/29/2016 - 3/31/2018	\$278.26
EXT-95504-16716	Extreme Value Care - PW NBD AHR 16716 Covers: X460-G2-24t-GE4-Base (sn: 1530N-45714) 9/29/2016 - 3/31/2018	\$278.26
EXT-95504-16716	Extreme Value Care - PW NBD AHR 16716 Covers: X460-G2-24t-GE4-Base (sn: 1530N-45724) 9/29/2016 - 3/31/2018	\$278.26
EXT-95504-16716	Extreme Value Care - PW NBD AHR 16716 Covers: X460-G2-24t-GE4-Base (sn: 1530N-45725) 9/29/2016 - 3/31/2018	\$278.26
EXT-95504-16716	Extreme Value Care - PW NBD AHR 16716 Covers: X460-G2-24t-GE4-Base (sn: 1530N-45750) 9/29/2016 - 3/31/2018	\$278.26
EXT-95504-16716	Extreme Value Care - PW NBD AHR 16716 Covers: X460-G2-24t-GE4-Base (sn: 1530N-45757) 9/29/2016 - 3/31/2018	\$278.26
EXT-95504-16716	Extreme Value Care - PW NBD AHR 16716 Covers: X460-G2-24t-GE4-Base (sn: 1528N-42847) 9/29/2016 - 3/31/2018	\$278.26
EXT-95504-16716	Extreme Value Care - PW NBD AHR 16716 Covers: X460-G2-24t-GE4-Base (sn: 1530N-45587) 9/29/2016 - 3/31/2018	\$278.26
EXT-95504-16716	Extreme Value Care - PW NBD AHR 16716 Covers: X460-G2-24t-GE4-Base (sn: 1506N-40136) 9/29/2016 - 3/31/2018	\$278.26
EXT-95504-16716	Extreme Value Care - PW NBD AHR 16716 Covers: X460-G2-24t-GE4-Base (sn: 1506N-40137) 9/29/2016 - 3/31/2018	\$278.26
EXT-95504-16716	Extreme Value Care - PW NBD AHR 16716 Covers: X460-G2-24t-GE4-Base (sn: 1506N-40122) 9/29/2016 - 3/31/2018	\$278.26
EXT-95504-16716	Extreme Value Care - PW NBD AHR 16716 Covers: X460-G2-24t-GE4-Base (sn: 1506N-40125) 9/29/2016 - 3/31/2018	\$278.26
EXT-95504-16716	Extreme Value Care - PW NBD AHR 16716 Covers: X460-G2-24t-GE4-Base (sn: 1506N-40126) 9/29/2016 - 3/31/2018	\$278.26
EXT-95504-16716	Extreme Value Care - PW NBD AHR 16716	\$278.26

Data Maintenance

Part Number	Description	Ext. Price
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1526N-40656) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1526N-40657) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1526N-40658) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1526N-40661) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1526N-40662) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1526N-40663) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1526N-40645) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1526N-40647) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1526N-40649) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1439N-40722) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1439N-40742) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1439N-40744) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1441N-40173) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1510N-42633) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1523N-44451) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1523N-44452) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1523N-44453) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1523N-44454) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1523N-44457) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1523N-44460) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1523N-44461) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1526N-40681) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1526N-40684) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1526N-40685) 9/29/2016 - 3/31/2018 Extreme Value Care - PW NBD AHR 16716	\$278.26
EXT-95504-16716	Covers: X460-G2-24t-GE4-Base (sn: 1526N-40686) 9/29/2016 - 3/31/2018	\$278.26

Data Maintenance

<u>Part Number</u>	<u>Description</u>	<u>Ext. Price</u>
EXT-95504-16716	Extreme Value Care - PW NBD AHR 16716 Covers: X460-G2-24t-GE4-Base (sn: 1526N-40687) 9/29/2016 - 3/31/2018	\$278.26
EXT-95504-16716	Extreme Value Care - PW NBD AHR 16716 Covers: X460-G2-24t-GE4-Base (sn: 1526N-40688) 9/29/2016 - 3/31/2018	\$278.26
EXT-95504-16716	Extreme Value Care - PW NBD AHR 16716 Covers: X460-G2-24t-GE4-Base (sn: 1526N-40689) 9/29/2016 - 3/31/2018	\$278.26
EXT-95504-16716	Extreme Value Care - PW NBD AHR 16716 Covers: X460-G2-24t-GE4-Base (sn: 1526N-40690) 9/29/2016 - 3/31/2018	\$278.26
EXT-95504-16716	Extreme Value Care - PW NBD AHR 16716 Covers: X460-G2-24t-GE4-Base (sn: 1526N-40692) 9/29/2016 - 3/31/2018	\$278.26
EXT-95504-16716	Extreme Value Care - PW NBD AHR 16716 Covers: X460-G2-24t-GE4-Base (sn: 1526N-40701) 9/29/2016 - 3/31/2018	\$278.26
EXT-95504-16716	Extreme Value Care - PW NBD AHR 16716 Covers: X460-G2-24t-GE4-Base (sn: 1509N-40598) 9/29/2016 - 3/31/2018	\$278.26
EXT-95504-16716	Extreme Value Care - PW NBD AHR 16716 Covers: X460-G2-24t-GE4-Base (sn: 1509N-40578) 4/1/2017 - 3/31/2018	\$185.00
EXT-95504-16716	Extreme Value Care - PW NBD AHR 16716 Covers: X460-G2-24t-GE4-Base (sn: 1509N-40579) 4/1/2017 - 3/31/2018	\$185.00
EXT-95504-16716	Extreme Value Care - PW NBD AHR 16716 Covers: X460-G2-24t-GE4-Base (sn: 1509N-40596) 4/1/2017 - 3/31/2018	\$185.00
EXT-95504-16716	Extreme Value Care - PW NBD AHR 16716 Covers: X460-G2-24t-GE4-Base (sn: 1509N-40581) 4/1/2017 - 3/31/2018	\$185.00
EXT-95504-16716	Extreme Value Care - PW NBD AHR 16716 Covers: X460-G2-24t-GE4-Base (sn: 1509N-40590) 4/1/2017 - 3/31/2018	\$185.00
EXT-95504-16716	Extreme Value Care - PW NBD AHR 16716 Covers: X460-G2-24t-GE4-Base (sn: 1509N-40580) 4/1/2017 - 3/31/2018	\$185.00
EXT-95504-16716	Extreme Value Care - PW NBD AHR 16716 Covers: X460-G2-24t-GE4-Base (sn: 1502N-40002) 4/1/2017 - 3/31/2018	\$185.00
EXT-95504-16716	Extreme Value Care - PW NBD AHR 16716 Covers: X460-G2-24t-GE4-Base (sn: 1502N-40004) 4/1/2017 - 3/31/2018	\$185.00
EXT-95603-S20182	Extreme Value Care - PWP Software Subscription Covers: BASE NMS - 500 DEVICES / 5000 THIN APS (sn: 051614H7E4F5C2F5G6I8) 4/1/2017 - 3/31/2018	\$5,790.00
Data Maintenance Total		\$56,810.04



Quote

Document #:	267324-002
Expires On:	03/22/2017

Quote Totals**Maintenance Total** \$56,810.04**Grand Total** \$56,810.04**Terms and Conditions**

All new products are guaranteed to be as specified by the manufacturer's documentation and are provided with the manufacturer's standard product warranty. All refurbished components are covered by a Carousel direct warranty. Customer is responsible for any electrical service, environmental conditions and cable work needed to support the quoted Products unless otherwise specified on the Quote. Any changes to the above Products and/or Scope of Work will require the written authorization of both Carousel and the Customer. The grand total does not include taxes and freight charges, and as applicable, these costs will be added to the invoice.

All work is done subject to the terms and conditions of Carousel's Master Agreement (available at <http://www.carouselindustries.com/company/master-agreement>), unless Carousel and the Customer have previously agreed to otherwise in writing.

Method of Payment☐ **Cash Purchase*****Terms of Payment:**

*All cash purchases are subject to credit approval and down payments must be received prior to Product order or rendering of Services.

By signing below, Customer makes an offer to purchase the Products and/or Services above from Carousel. Carousel's acceptance of this offer to purchase shall be evidenced by the conversion of the Quote into a Carousel Service Order, and the return of the Service Order number to the Customer.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

Carousel Signature: _____

Name: _____

Title: _____

Date: _____

Customer Signature: _____

Name: _____

Title: _____

Date: _____


E.2.

Treasurer's Report

MEMORANDUM

TO: CFX Board Members

FROM: Michael Carlisle, Director of Accounting and Finance

DATE: February 20, 2017 

RE: January 2017 Financial Reports

Attached please find the January 2017 Financial Reports. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
AND RELATED DOCUMENTS
FOR THE MONTH ENDING JANUARY 31, 2017 AND YEAR-TO-DATE

	FY 17 MONTH ACTUAL	FY 17 MONTH BUDGET	FY 17 YEAR-TO-DATE ACTUAL	FY 17 YEAR-TO-DATE BUDGET	FY 17 YEAR-TO-DATE VARIANCE	FY 17 YEAR-TO-DATE % VARIANCE	FY 16 - 17 YEAR-TO-DATE COMPARISON
REVENUES							
TOLLS	\$ 33,529,790	\$ 30,737,572	\$ 226,837,404	\$ 215,082,017	\$ 11,755,387	5.5%	7.8%
TOLLS COLLECTED VIA UTN'S AND PBP'S	1,922,414	1,035,029	10,867,899	6,366,024	4,501,875	70.7%	42.7%
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	743,279	529,160	3,635,593	3,223,992	411,601	12.8%	-9.1%
TRANSPONDER SALES	19,391	40,731	127,961	285,114	(157,153)	-55.1%	108.8%
OTHER OPERATING	126,768	142,335	723,454	760,754	(37,300)	-4.9%	-6.7%
INTEREST	510,075	181,919	2,823,624	1,647,212	1,176,412	71.4%	74.2%
MISCELLANEOUS	85,109	82,624	604,784	590,937	13,847	2.3%	-9.3%
TOTAL REVENUES	36,936,826	32,749,369	245,620,718	227,956,050	17,664,668	7.7%	9.1%
O M & A EXPENSES							
OPERATIONS	4,885,636	5,483,227	23,055,709	24,848,324	1,792,615	7.2%	7.3%
MAINTENANCE	988,125	681,846	6,496,534	7,791,106	1,294,572	16.6%	12.7%
ADMINISTRATION	440,744	657,892	3,570,155	4,297,603	727,448	16.9%	-5.1%
OTHER OPERATING	239,874	190,643	1,353,861	1,620,464	266,603	16.5%	12.8%
TOTAL O M & A EXPENSES	6,554,378	7,013,608	34,476,259	38,557,497	4,081,238	10.6%	7.0%
NET REVENUES BEFORE DEBT SERVICE	30,382,448	25,735,762	211,144,459	189,398,553	21,745,906	11.5%	9.5%
COMBINED NET DEBT SERVICE	14,160,743	14,400,051	99,906,831	100,787,355	880,524	0.9%	20.2%
NET REVENUES AFTER DEBT SERVICE	\$ 16,221,705	\$ 11,335,711	\$ 111,237,629	\$ 88,611,198	\$ 22,626,431	25.5%	1.3%

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Comprehensive Annual Financial Reports.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION
COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2017
FOR THE MONTH ENDING JANUARY 31, 2017 AND YEAR-TO-DATE**

	<u>FY 2017 ACTUAL</u>	<u>FY 2017 BUDGET</u>	<u>VARIANCE</u>	<u>FY 17 YEAR-TO-DATE % VARIANCE</u>
Operations	\$ 23,055,709	\$ 24,848,324	\$ 1,792,615	7.2%
Maintenance	6,496,534	7,791,106	1,294,572	16.6%
Administration	3,570,155	4,297,603	727,448	16.9%
Other Operating	<u>1,353,861</u>	<u>1,620,464</u>	<u>266,603</u>	<u>16.5%</u>
Total O M & A	\$ 34,476,259	\$ 38,557,497	\$ 4,081,238	10.6%
Capital Expenditures				
Operations	\$ 8,520	\$ 113,855	105,335	92.5%
Maintenance	47,464	42,917	(4,547)	-10.6%
Administration	<u>44,148</u>	<u>45,208</u>	<u>1,061</u>	<u>2.3%</u>
Total Capital Expenditures	\$ 100,132	\$ 201,980	\$ 101,848	50.4%

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**Central Florida Expressway Authority
Operations - Comparison of Actual to Budget
For the Seven Months Ending January 31, 2017**

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Toll Operations	276,058	304,626	28,568	9.38%
Image Review	2,515,614	2,254,465	(261,148)	-11.58%
Special Projects	89,313	109,888	20,575	18.72%
Information Technology	1,698,319	1,894,856	196,536	10.37%
E-PASS Service Center	6,840,687	8,125,749	1,285,062	15.81%
Public Outreach/Education	1,112,188	1,155,527	43,339	3.75%
Subtotal CFX	12,532,179	13,845,111	1,312,932	9.48%
TOLL FACILITIES				
Beachline Expressway (SR 528)				
Beachline Plaza	802,244	886,443	84,199	9.50%
Airport Plaza	0	0	0	0.00%
Dallas Plaza	705,195	716,423	11,228	1.57%
East-West Expressway (SR 408)				
Dean Plaza	729,775	776,409	46,634	6.01%
Conway Main Plaza	1,317,085	1,301,623	(15,462)	-1.19%
Pine Hills Plaza	852,402	928,792	76,390	8.22%
Hiawassee Plaza	748,306	793,776	45,469	5.73%
Western Expressway (SR 429)				
Independence Plaza	723,058	785,413	62,354	7.94%
Forest Lake Plaza	747,716	831,923	84,207	10.12%
Ponkan Plaza	0	6,000	6,000	100.00%
Greeneway Expressway (SR 417)				
University Plaza	815,653	795,891	(19,761)	-2.48%
Curry Ford Plaza	630,760	763,850	133,091	17.42%
Boggy Creek Plaza	895,163	890,441	(4,722)	-0.53%
John Young Plaza	816,926	831,964	15,038	1.81%
John Land Apopka (SR 414)				
Coral Hills Plaza	747,768	808,120	60,353	7.47%
Subtotal Toll Facilities	10,532,050	11,117,068	585,017	5.26%
Total Operations Expenses	23,064,229	24,962,179	1,897,950	7.60%

**Central Florida Expressway Authority
Maintenance - Comparison of Actual to Budget
For the Seven Months Ending January 31, 2017**

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Maintenance Administration	906,710	1,070,415	163,706	15.29%
Expressway Operations	1,744,088	2,089,561	345,474	16.53%
Routine Maintenance	3,893,201	4,674,046	780,846	16.71%
FDOT Services	0	0	0	0.00%
Total Maintenance Expenses	6,543,998	7,834,023	1,290,025	16.47%

**Central Florida Expressway Authority
Administration - Actual to Budget by Cost Center
For the Seven Months Ending January 31, 2017**

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
General	305,216	361,131	55,915	15.48%
Administrative Services	1,122,593	1,219,802	97,209	7.97%
Communications	295,584	340,842	45,257	13.28%
Human Resources	78,255	135,394	57,139	42.20%
Supplier Diversity	107,062	169,777	62,715	36.94%
Accounting	771,933	903,528	131,595	14.56%
Records Management	158,067	154,657	(3,409)	-2.20%
Construction Administration	32,314	55,050	22,736	41.30%
Procurement	242,293	271,578	29,285	10.78%
Legal	299,894	422,674	122,780	29.05%
Internal Audit	156,327	260,667	104,339	40.03%
525 Magnolia	14,362	15,542	1,180	7.59%
Plans Production	30,401	32,168	1,767	5.49%
Grand Total Expenses	3,614,302	4,342,811	728,509	16.78%

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON
FOR THE MONTH ENDING JANUARY 31, 2017 AND YEAR-TO-DATE**

	FY 17 YEAR-TO-DATE ACTUAL	FY 17 YEAR-TO-DATE BUDGET	FY 17 YEAR-TO-DATE VARIANCE	FY 16 YEAR-TO-DATE ACTUAL	FY 16 YEAR-TO-DATE BUDGET	FY 16 YEAR-TO-DATE VARIANCE	YEAR-TO-DATE VARIANCE COMPARISON
REVENUES							
TOLLS	\$ 226,837,404	\$ 215,082,017	\$ 11,755,387	\$ 210,382,685	\$ 190,021,294	\$ 20,361,391	\$ (8,606,004)
TOLLS COLLECTED VIA UTN'S AND PBP'S	10,867,899	6,366,024	4,501,875	7,617,933	4,606,731	3,011,202	1,490,673
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	3,635,593	3,223,992	411,601	4,000,697	2,737,150	1,263,547	(851,946)
TRANSPONDER SALES	127,961	285,114	(157,153)	61,289	38,029	23,260	(180,413)
OTHER OPERATING	723,454	760,754	(37,300)	775,810	1,154,417	(378,607)	341,307
INTEREST	2,823,624	1,647,212	1,176,412	1,620,993	1,123,852	497,141	679,271
MISCELLANEOUS	604,784	590,937	13,847	666,818	571,529	95,289	(81,442)
TOTAL REVENUES	245,620,718	227,956,050	17,664,668	225,126,225	200,253,002	24,873,223	(7,208,555)
O M & A EXPENSES							
OPERATIONS	23,055,709	24,848,324	1,792,615	21,492,339	23,210,343	1,718,004	74,611
MAINTENANCE	6,496,534	7,791,106	1,294,572	5,762,963	8,113,271	2,350,308	(1,055,736)
ADMINISTRATION	3,570,155	4,297,603	727,448	3,762,308	3,996,035	233,727	493,721
OTHER OPERATING	1,353,861	1,620,464	266,603	1,200,034	1,337,865	137,831	128,772
TOTAL O M & A EXPENSES	34,476,259	38,557,497	4,081,238	32,217,644	36,657,514	4,439,870	(358,632)
NET REVENUES BEFORE DEBT SERVICE	211,144,459	189,398,553	21,745,906	192,908,581	163,595,488	29,313,093	(7,567,187)
COMBINED NET DEBT SERVICE	99,906,831	100,787,355	880,524	83,092,784	83,324,518	(231,734)	1,112,258
NET REVENUES AFTER DEBT SERVICE	\$ 111,237,629	\$ 88,611,198	\$ 22,626,431	\$ 109,815,797	\$ 80,270,970	\$ 29,544,827	\$ (6,918,396)

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR COMPARISON
FOR THE MONTH ENDING JANUARY 31, 2017 AND YEAR-TO-DATE**

	FY 17 MONTH ACTUAL	FY 16 MONTH ACTUAL	FY 16 - 17 SAME MONTH COMPARISON	FY 17 YEAR-TO-DATE ACTUAL	FY 16 YEAR-TO-DATE ACTUAL	FY 16 - 17 YEAR-TO-DATE COMPARISON
REVENUES						
TOLLS	\$ 33,529,790	\$ 30,085,445	\$ 3,444,345	\$ 226,837,404	\$ 210,382,685	\$ 16,454,719
TOLLS COLLECTED VIA UTN'S AND PBP'S	1,922,414	1,238,573	683,841	10,867,899	7,617,933	3,249,966
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	743,279	864,641	(121,362)	3,635,593	4,000,697	(365,104)
TRANSPONDER SALES	19,391	26,983	(7,592)	127,961	61,289	66,672
OTHER OPERATING	126,768	132,709	(5,941)	723,454	775,810	(52,356)
INTEREST	510,075	358,086	151,989	2,823,624	1,620,993	1,202,631
MISCELLANEOUS	85,109	94,721	(9,612)	604,784	666,818	(62,034)
TOTAL REVENUES	36,936,826	32,801,158	4,135,668	245,620,718	225,126,225	20,494,493
O M & A EXPENSES						
OPERATIONS	4,885,636	4,049,973	835,663	23,055,709	21,492,339	1,563,370
MAINTENANCE	988,125	533,604	454,521	6,496,534	5,762,963	733,571
ADMINISTRATION	440,744	630,499	(189,755)	3,570,155	3,762,308	(192,153)
OTHER OPERATING	239,874	185,317	54,557	1,353,861	1,200,034	153,827
TOTAL O M & A EXPENSES	6,554,378	5,399,393	1,154,985	34,476,259	32,217,644	2,258,615
NET REVENUES BEFORE DEBT SERVICE	30,382,448	27,401,765	2,980,683	211,144,459	192,908,581	18,235,878
COMBINED NET DEBT SERVICE	14,160,743	11,893,665	2,267,078	99,906,831	83,092,784	16,814,047
NET REVENUES AFTER DEBT SERVICE	\$ 16,221,705	\$ 15,508,100	\$ 713,605	\$ 111,237,629	\$ 109,815,797	\$ 1,421,832

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E.3.

Executive Director's Report

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Executive Director Report March, 2017

The January Performance Dashboard is attached for your review. The contractor for the SR 408/SR 417 Interchange project is approximately 100 days behind schedule. The contractor has been granted 5 days. Over \$2 million in delinquency retainage has been assessed to date and will continue to accumulate in future estimates until the contractor is 95% complete.

The contractor for the SR 429 project from the Centerpiece Interchange to Mt. Plymouth Rd. experienced a delay in securing embankment material, which adversely affected their initial progress. In early January the contractor was able to secure two sources of embankment/fill material and has been aggressively hauling, placing and compacting embankment, progressing toward the final profile of the project alignment. Steady progress on the bridge structures and retaining walls has also been observed. Staff fully expects these efforts will bring the progress of the project in line within the next few months.

A 180 day termination notice for the interoperability agreement between the Florida Department of Transportation (FDOT), Miami Dade Expressway Authority (MDX), Osceola County, Lee County and CFX was received from Florida's Turnpike Enterprise on January 12, 2017. FTE has declined invitations to meet to discuss proposed terms of the agreement. Draft terms of a new interoperability agreement with FDOT, THEA, MDX, Osceola County and Lee County are being developed by staff and will be discussed at this month's Board meeting.

I've been requested to serve on the University of Florida Transportation Institute External Advisory Board. The Institute was created in 2013 as an umbrella organization housing several transportation-related centers within the University of Florida, including the Transportation Research Center, McTrans, (the largest transportation dissemination center in the world), the Florida Transportation Technology Transfer Center, and the Southeastern Transportation Research, Innovation, Development and Education Center, (one of ten Regional University Transportation Centers funded by the US Department of Transportation). The Institute's goal is to conduct and foster impactful, cross-cutting, multimodal transportation research and educate the next generation of transportation leaders.

Moore Stephens Lovelace completed a transparency review for CFX. CFX staff concur with the recommendations of the report and are taking the following actions:

1. CFX will add past Five Year Work Plans in addition to the current 5 Year Work Plan on the CFX website. Up to five years of history will be maintained.
2. CFX will add its Annual Inspection Report to the website beginning in FY 2017/2018.

3. CFX will add past CFX Budgets to the CFX website in addition to the current budget. Up to five years of history will be maintained.
4. CFX will continue to post all CFX policies to the website.
5. CFX will post past Traffic and Earnings Reports in addition to its current Traffic and Earnings Report. Up to five years of history will be maintained.
6. CFX's website includes a page for Investor Relations, which provides a listing of its paying agents, contact numbers, and debt-related policies. CFX will also provide links to its latest bond rating reports for Fitch, Moody's and Standard & Poor's ratings services.
7. CFX will add links to its Bond Official Statements on the website.

The Center for Urban Transportation Research was asked to present the Central Florida Expressway Authority Multimodal Investment Assessment report to the Florida Transportation Commission on March 6, 2017 in Tallahassee.

Staff took Lake County Commissioner Josh Blake on a tour of the Wekiva Parkway on February 28, 2017.

COMMUNITY EVENTS/MEETINGS

- February 11 – Collegiate E-PASS Outreach at UCF Basketball Game
- February 15 – I-4 Ultimate Communications Team Meeting
- February 16 – SR 408 Extension PD&E Public Meeting
- February 16 – Dr. Phillips Kiwanis Club Presentation
- February 16 – Easter Seals Camp Challenge (Wekiva Parkway)
- February 21 – Mount Dora City Council (3A, 3B) (Wekiva Parkway)
- February 22 – Central Florida Communications Group bi-annual meeting
- February 26 – Collegiate E-PASS Outreach at UCF Basketball Game
- February 27 – Section 7B Design Team Intro to Seminole County Commissioner Carey (Wekiva Parkway)
- February 27 – Carriage Homes of Dunwoody Commons (Wekiva Parkway)
- February 28 - Seminole County Board of County Commissioners (Wekiva Parkway)
- February 28 – Small Business Meet & Greet
- March 1 – I-4 Ultimate Communications Team Meeting
- March 4 – Collegiate E-PASS Outreach at FSU Basketball Game
- March 4 – E-PASS Outreach at Fiddler's 5K
- March 7 – Veranda Apartment Complex (Wekiva Parkway)

The Monthly Legislative Update from Southern Strategies and Alcalde and Fay are attached for your information.

PERFORMANCE DASHBOARD

JANUARY 2017

Fiscal year runs from July 1-June 30

CUSTOMER SERVICE

Activity	Wait Time		Actual	Target
	Actual	6 mo. Avg		
Service Center: East	10,443	9,723	1:31	<5m
Service Center: West	4,077	2,981	2:22	<5m
SERVICE CENTER: MINUTE INTERVALS				
	<5	5-6	6-7	7-8
	8-9	9+		
Call Center	77,937	66,449	0:37	<1m
CALL CENTER: % MINUTE INTERVALS				
	<1	1-2	2-3	3-4
	4-5	5+		
	81%	9%	4%	2%
			2%	2%

AVERAGE SPEED: PEAK DIRECTION

AVERAGE SPEED: PEAK DIRECTION			AM Peak (6-9)	PM Peak (4-7)
		mph	Avg mph	Avg mph
SR 408	W. SR 50 to E. SR 50	55-65	53 <div></div>	52 <div></div>
SR 417	Int'l Dr. to Seminole Co. Line	55-70	65 <div></div>	63 <div></div>
SR 528	Sand Lake Rd. to SR 520	70	64 <div></div>	64 <div></div>
SR 429	Seidel Rd. to SR 414	70	67 <div></div>	66 <div></div>
SR 451	SR 429 to US 441	65	61 <div></div>	65 <div></div>
SR 414	US 441 to US 441	65	64 <div></div>	63 <div></div>

LEGEND: <10 11-20 >= 21

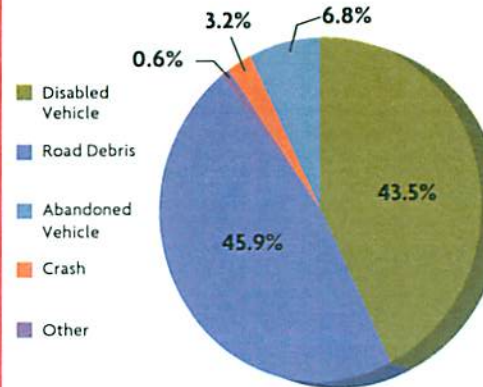
MAJOR CONSTRUCTION PROJECTS

	Contract (millions)	Spent	% Spent	% Time	VAR
SR 408/SR 417 Interchange	\$36.0	\$21.2	59%	72%	
SR 429 Systems Interchange	\$80.7	\$39.0	48%	53%	
SR 429, US 441 to North of Ponkan Rd.	\$56.4	\$42.8	76%	85%	
SR 429, North of Ponkan Rd. to North of Kelly Park Rd.	\$46.6	\$40.9	88%	90%	
SR 453, Lake County Line to SR 46	\$49.2	\$20.1	41%	45%	
SR 528/Innovation Way Interchange	\$61.3	\$25.4	41%	32%	
SR 429 Systems Interchange to Mt. Plymouth Rd.	\$38.6	\$7.4	19%	31%	

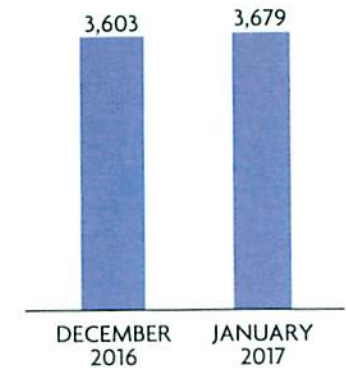
LEGEND: Spent vs. Time <10 11-20 >= 21

SAFETY

ROAD RANGER: CATEGORY OF ASSISTS ON CFX ROADS



ROAD RANGER: NUMBER OF ASSISTS ON CFX ROADS



2014 FATALITIES

1.07	Nationwide: Arterials, Limited Access, Toll Roads
0.26	FDOT: Urban Toll Roads
0.20	CFX: Toll Roads Urban Only

Per 100 Million Vehicles Miles Traveled
2010-2014 - 5 Year Average

WRONG WAY DRIVING (WWD)

	Vehicles Detected	Documented Turn Arounds
32 Locations	27	21

FINANCIALS

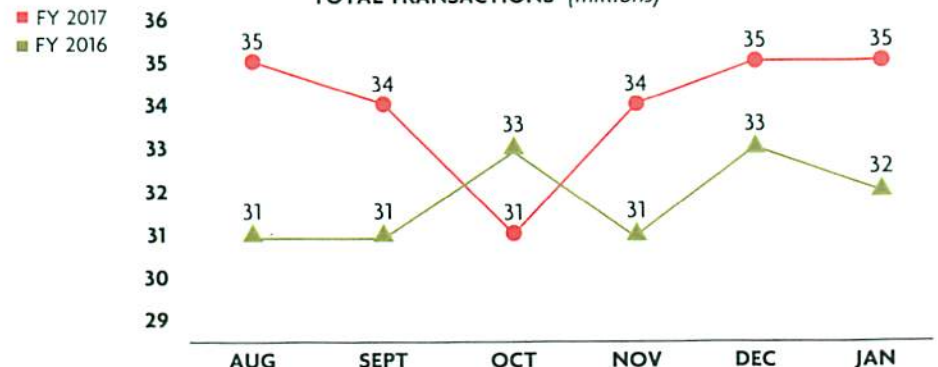
FINANCIALS

FY to Date	Actual	Budget	VAR
Total Revenue	\$245.6	\$228.0	8%
OM&A Expenses	\$34.5	\$38.6	11%
Net Revenue	\$111.2	\$88.6	26%

DEBT SERVICE

Year to Date	Actual	Budget
Senior Lien	2.05	1.96
Subordinate Lien	1.76	1.68

TOTAL TRANSACTIONS* (millions)



*All plazas had tolls suspended in FY17 due to Hurricane Matthew from 10/5/16 until early on 10/10/16.

ALCALDE & FAY

GOVERNMENT & PUBLIC AFFAIRS CONSULTANTS

March 1, 2017

MEMORANDUM

TO: Michelle Maikisch, Chief of Staff, Public Affairs

FROM: Skip Bafalis
Jim Davenport

Subject: Federal Legislative Update

FISCAL YEAR 2017 APPROPRIATIONS

Recently, House leadership has given the House Appropriations Committee the go-ahead to begin negotiations with the Senate Appropriations Committee over fiscal year (FY) 2017 appropriations. The plan would be to finish up the 11 remaining appropriations bills before the expiration of the current continuing resolution (CR), which expires on April 28. One question will be whether the bills are packaged together in smaller mini-buses or into a larger omnibus package.

Moreover, it is not expected that the Trump Administration will be asking for significant changes to the current FY 2017 bills, and Appropriations Committee members and staff have inferred that they are not planning to make significant changes to the bills approved by the Committees last year. Instead, the Trump Administration has signaled that its recommendations and proposed changes to federal funding will come in the form of the President's FY 2018 Budget Request, which Press Secretary Sean Spicer yesterday said should be released sometime during the week of March 13th; however, recent reports indicate that the request will likely come in the form of an outline (or "skinny budget") that would highlight the President's priorities and perhaps provide some top-line spending levels. Similar budget summaries released by past Presidents have been followed by a full, detailed budget usually released by May.

As Congress finishes its work on the FY 2017 appropriations bills and begins the process for FY 2018, there have been renewed calls within the House Republican Conference to lift or modify the current moratorium on congressionally directed spending in appropriations bills, commonly referred to as earmarks. Following up on Speaker Paul Ryan's promise late last year to hold committee hearings and a floor vote on relevant proposals in 2017, House Rules Committee Chairman Pete Sessions (R-TX) recently announced that his committee would be holding public hearings on the issue in the coming months. Furthermore, Chairman Sessions confirmed that

these hearings would be followed by a recommendation report submitted to the full GOP conference before the Fourth of July recess period. While the report's later, albeit informal, deadline more than likely means that a return to earmarking funds would not be incorporated in the remaining 11 appropriations bills for FY 2017, if Congress were to vote quickly on ending or modifying the moratorium then inclusion in the upcoming FY 2018 appropriations bills is a possibility. It should be noted, however, that the Senate leadership has yet to indicate whether they would push for consideration in their chamber of any proposal to return to earmarking funds, even if it were to pass the House.

INFRASTRUCTURE PROPOSALS

Congressional Republicans are waiting for the Administration to provide details on the President's plan to spend \$1 trillion on infrastructure over 10 years. Republicans have been reluctant to begin work on legislation until receiving input from the White House. The main plank in the President's proposal is to encourage companies to invest in infrastructure and in return receive an 82 percent tax break (or \$167 billion in tax credits), which would generate approximately \$1 trillion in capital over 10 years.

Some of the business profits eyed for investment are held abroad, and thus Congress is looking at ways to repatriate the money and use it on infrastructure. The House Republican tax plan calls for repatriation to be used to fill revenue gaps left by lowering tax rates. Senator Mark Warner (D-VA), a member of the Senate Finance Committee, has a proposal to establish an infrastructure bank that would be a vehicle to oversee repatriated funds and allow for issuing infrastructure bonds.

But while the private sector already invest heavily into sectors such as energy and broadband, transportation infrastructure relies much more on government funding. Representative Richard Neal (D-MA), Ranking Member of the House Ways and Means Committee, is calling for repatriated money to be injected directly into the Highway Trust Fund (HTF), which has received less revenue from gas taxes that the government has spent, leading to transfers to the HTF from the General Fund.

Both Senator Warner's and Rep. Neal's proposals would involve the Federal government in the decision-making process. Democrats, and members representing rural states, argue that President Trump's preference to rely on the private sector would favor projects that are profit-driven, ignoring projects in rural areas that are too small to support toll roads. And Republicans remain in a holding pattern waiting for the Administration's proposal and to possibly couple infrastructure spending with tax reform.

Please contact us with any questions.

Southern Strategy - State Legislative Report

Michelle, there are two new bills which I highlighted ***(NEW)** from our report from February 20th. Let me know if you want me to add anything.

This is the final week before the official start of the 2017 regular legislative, which is scheduled to start on Tuesday, March 7th. As we prepare for the 60-day legislative session, here are the priority issues we will be watching for the Central Florida Expressway Authority:

- **Designation of the Arnold Palmer Expressway:** Bills are moving in both chambers to designate a portion of SR 408 the Arnold Palmer Expressway. In the Senate, SB 480 has passed its one and only committee of reference and is ready for full action by the Florida Senate. In the House, HB 225 has unanimously passed two House Committees and has one more stop before being sent to the House Calendar for final action.
- **Expanding the membership of the Central Florida Expressway Authority:** State Rep. Tom Goodson has filed HB 299 to expand the board membership of the CFX by one member to include a Brevard County Commissioner. HB 299 passed the House Transportation Committee and has one more committee stop. Senator Debbie Mayfield has filed the companion bill, SB 720.
- ***(NEW) Expressway Authority Revenue:** Senate President Pro-Tem Anitere Flores and Speaker Pro-Tem Jeanette Nunez have filed SB 1282 and HB 961 which would apply only to the Miami-Dade Expressway Authority and would 1) automatically rebate 3 percent of the toll for users with an electronic collection transponder/sticker and 2) require that 20% of the toll revenue collected above the operating costs and debt obligations shall be distributed to Miami-Dade county for exclusive use on public transportation, transit, intermodal and multimodal facilities.
- **Elimination of the Miami-Dade Expressway Authority:** Senator Frank Artiles has filed SB 308 to eliminate the Miami-Dade Expressway Authority and transfer all facilities and operations to the Florida Turnpike Enterprise. No House companion has yet been filed.
- ***(NEW) Toll Reform Act:** State Rep. Bryan Avila has filed HB 1049 which is titled the "Toll Reform Act." HB 1049 applies only to Part I of chapter 348, Florida Statutes which is the authorization for the Miami-Dade Expressway Authority. HB 1049 places five restrictions on the ability of MDX to raise tolls: 1) MDX must hire an independent third-party to conduct a traffic and revenue analysis to justify a toll increase; 2) tolls can only be raised to adjust for the cost of inflation as provided in statute; 3) the toll increase must be approved by a two-thirds vote of the MDX Board; 4) the Authority may not use more than 10 percent of its toll revenues for administrative costs, as defined in the bill; and 5) on transportation facilities constructed after July 1, 2017, there must be a distance of at least 5 miles between toll collection facilities. HB 1049 further requires the MDX

to place specific information on their website and available to the public, including contracts, expenditure data, audited financial statements, budgets, bond covenants, and board meeting minutes and meeting packet. No Senate companion has yet been filed.

- **Elimination of High Occupancy Toll and Express Lanes:** Senator Frank Artiles has filed SB 250 to eliminate the authority of the FDOT to create High Occupancy Toll and Express Lanes. The bill provides that any existing lanes be eliminated upon the satisfaction of the bonds issued to pay for them. In the House, State Rep. Matt Willhite has filed the companion bill HB 777. NOTE: This does not impact FTE.
- **Red Light Cameras:** Legislation has been filed in both chambers to eliminate the state's red light camera program. In the Senate, SB 178 by Senator Frank Artiles died in Senate Transportation on a 2-2 vote on February 7th. In the House, HB 6007 by State Rep. Bryan Avila has passed all committees of reference and is now on the House calendar for final action.
- **Dept. of Highway Safety and Motor Vehicles:** HB 545 has been filed by State Rep. Bobby Payne relating to the DHSMV legislation package. SB 784 by Senate Transportation Chairman George Gainer is the companion bill.
- **Dept. of Transportation:** HB 865 has been filed by State Rep. Jayer Williamson relating to the FDOT legislative package. The Senate companion, SB 1118, has been filed by Senate Transportation Chairman George Gainer.
- The House Government Accountability Committee has filed a Memorial to Congress and the President requesting that the Congress of the United States establish block grant funding for surface transportation systems that provide States with maximum discretionary authority and responsibility for the construction, operation, and maintenance of the state's surface transportation system.

Chris Dudley
Southern Strategy Group

F. 1.

FDOT'S PROPOSAL TO
TEMPORARILY CLOSE S.R. 408
ORANGE AVENUE OFF-RAMP
FOR I-4 ULTIMATE PROJECT

I4Ultimate.com

Your source for improvements to I-4 in Orange and Seminole counties



SR 408 Eastbound Ramp 10C Temporary Closure (2018)

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

Loreen C. Bobo, P.E., FDOT Construction Program Manager

March 9, 2017





Project's Request to CFX

- Contractor's proposal reviewed by FDOT, CFX, and City of Orlando (Staff)
- Temporarily close SR 408 EB off-ramp to Orange Ave (Exit 10C)
- Allows for an Alternative Design that retains the alignment of Exit 10C
- Traffic will be detoured during the closure
 - Detour uses Mills Avenue off ramp (Exit 11A)
 - 140 calendar days starting in May 2018

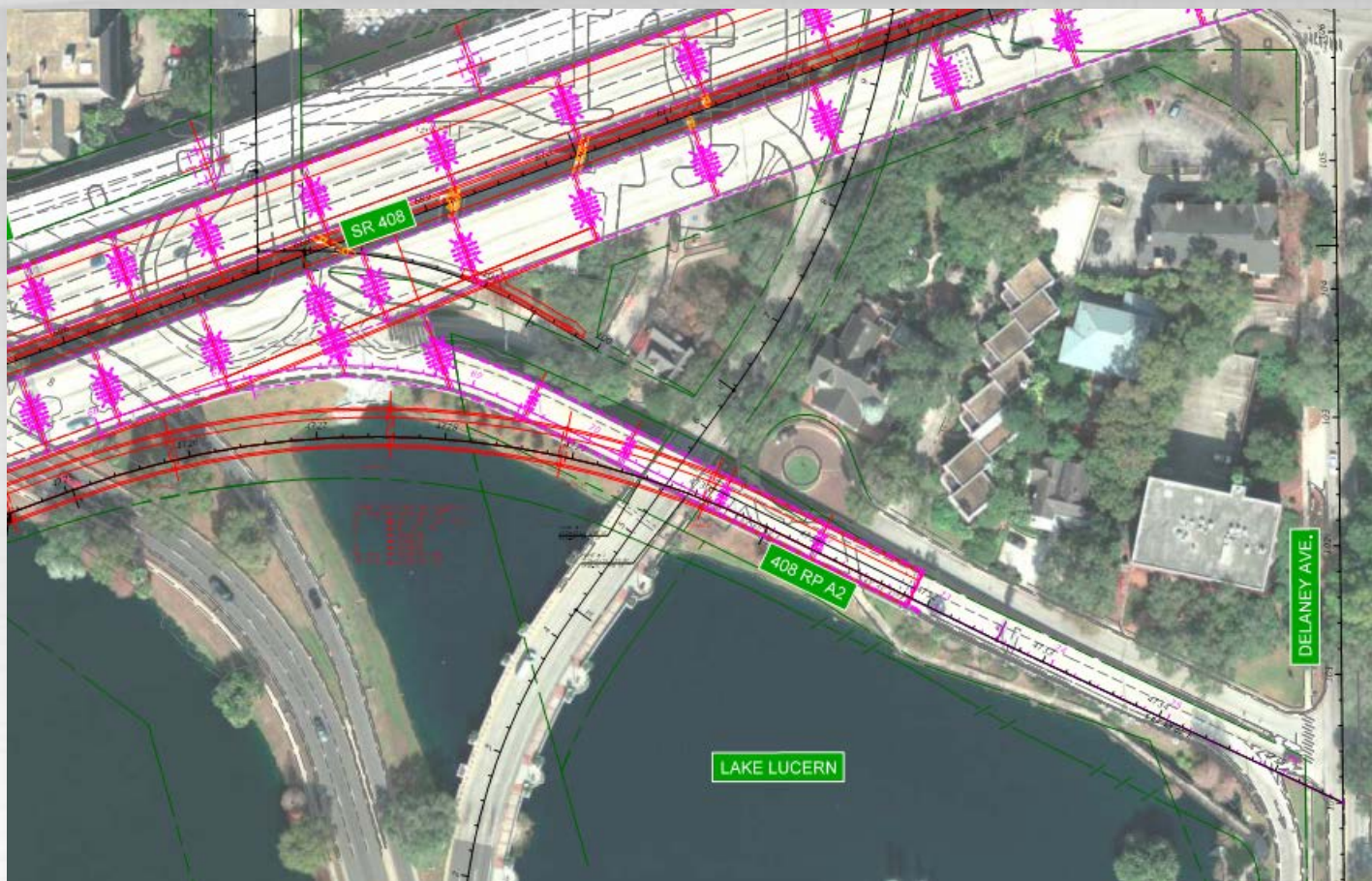


Project's Request to CFX

- CFX customers will not pay toll on Mills Ave off ramp (Exit 11A)
- FDOT will reimburse CFX for revenue not collected from customers
 - Reimbursement made via Amendment to existing Inter Local Agreement (ILA Dated 6/16/2014)
 - Amendment to be presented at April Board Meeting



Alternative Design



Alternative Design



Advantages of Alternative Design

- **Significantly reduces construction and environmental impacts:**
 - Eliminates fill in Lake Lucerne
 - Retains the existing pedestrian pathway along Lake Lucerne
 - Reduces the construction duration in this area
 - Reduces vibration and dust
 - Maintains existing view from the Dr. Phillips House
- Reduces the impact to neighbors by approximately 130 calendar days (estimated)



Mitigation Measures

- Extensive simulation performed to assure no impacts to CFX mainline
 - Reviews by City, FDOT, and CFX Staff
- Detour signing will be designed
- Improvements to the Mills/South and Mills/Anderson intersections
- Measures included to monitor detour when in place
- Extensive public outreach will be undertaken
 - Leading up to closure
 - During Closure



Requested Adoption

Recommended Motion:

Board approval of the concept as presented to temporarily close the SR 408 eastbound exit ramp to Orange Avenue and detour the traffic to the SR 408 eastbound exit ramp to Mills Avenue for a period of 140 days beginning in May of 2018 with the understanding that FDOT will reimburse CFX for tolls at the Mills Avenue exit while the detour is in place and such reimbursement will be in accordance with a future amendment to the executed I-4/SR 408 Inter Local Agreement between CFX and FDOT that will be presented to the CFX Board in April 2017 for consideration.



Loreen Bobo, P.E.

FDOT I-4 Ultimate Program Manager

Loreen.Bobo@dot.state.fl.us

1.844.ULT.INFO (858.4636)

407.670.2341 (Office)



I4Ultimate.com

F. 2.

DISCUSSION REGARDING
ADDITION OF BREVARD CUNTY
TO CFX BOARD

Resolution adopted by
Brevard County Commission



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

February 8, 2017

MEMORANDUM

TO: Chairman Curt Smith, District 4 Commissioner

Attn: Pat Woodard

RE: Item VI.F.1., Resolution Supporting HB299 Allowing for Adding Brevard County to the Central Florida Expressway Authority

The Board of County Commissioners, in regular session on February 7, 2017, adopted Resolution No. 17-015, supporting HB299 for the inclusion of Brevard County to the Central Florida Expressway Authority. Enclosed is a certified Resolution.

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/kp

Encl. (1)

cc: County Manager

RESOLUTION NO. 2017-015

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, SUPPORTING THE INCLUSION OF BREVARD COUNTY AS A MEMBER OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY.

WHEREAS, the Central Florida Expressway Authority, currently comprised of members from Orange, Osceola, Seminole and Lake counties, has the authority to construct, operate, and maintain roads, bridges, avenues of access, transportation facilities, thoroughfares, and boulevards within the jurisdictional boundaries of the member counties, together with the right to construct, repair, replace, operate, install, and maintain electronic toll payment systems thereon; and

WHEREAS, the inclusion of Brevard County as a member of the Central Florida Expressway Authority would facilitate the planning, expansion and construction of transportation facilities between Brevard and Central Florida; and

WHEREAS, HB299, sponsored by Representative Goodson, is pending in the 2017 legislative session to amend Sections 348.753 and 348.754, Florida Statutes, to add Brevard County as a member of the Central Florida Expressway Authority; and

WHEREAS, if HB299 or similar legislation is enacted, it will become law as of July 1, 2017 and the Chairman of the Brevard County Board of County Commissioners will appoint a member of the commission to serve as a member of the Central Florida Expressway Authority governing body for a two-year term.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Brevard County, Florida as follows:

1. The Brevard County Board of County Commissioners fully supports HB299 and any similar bills that would add Brevard County as a member of the Central Florida Expressway Authority.
2. The Chairman is authorized to send copies of this Resolution to members of the Brevard Legislative Delegation and the Central Florida Expressway Authority.
3. The Resolution shall be effective immediately upon adoption.

DONE, ORDERED AND ADOPTED in Regular Session this 7th day of February,
2017.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Clerk of the Court:

By:



Scott Ellis, Clerk

By:



Curt Smith, Chairman

Agenda Item #

VI.F.I

As Approved by Board 2/7/17



Resolution adopted by
Space Coast TPO



RESOLUTION 17-17

RESOLUTION SUPPORTING THE INCLUSION OF BREVARD COUNTY AS A MEMBER OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY.

WHEREAS, the SPACE COAST TRANSPORTATION PLANNING ORGANIZATION (TPO) is the designated and constituted body responsible for the urban transportation planning and programming process for the Palm Bay-Melbourne and Titusville Urbanized Areas; and

WHEREAS, the Central Florida Expressway (CFX) Authority operates limited access roadways in Orange, Osceola, Seminole and Lake Counties that Brevard County residents, visitors and businesses pay tolls to use; and

WHEREAS, Central Florida residents and visitors rely upon the CFX system, particularly SR 528, to access Brevard County businesses and attractions such as Port Canaveral, the Kennedy Space Center and Atlantic Ocean beaches; and

WHEREAS, future enhancements to the CFX system could include additional facilities serving or located within Brevard County, such as the SR 408 extension and potential new tollroads identified in 2014 by the East Central Florida Corridor Task Force; and

WHEREAS, the inclusion of Brevard County as a member of the Central Florida Expressway Authority will facilitate the planning, expansion and construction of transportation facilities between Brevard County and Central Florida.

NOW THEREFORE, BE IT RESOLVED that the SPACE COAST TRANSPORTATION PLANNING ORGANIZATION supports legislation that will add Brevard County as a member of the Central Florida Expressway Authority governing board.

DONE, ORDERED AND ADOPTED THIS 9th DAY OF February, 2017.

SPACE COAST TRANSPORTATION
PLANNING ORGANIZATION


KATHY MEEHAN, CHAIRWOMAN

ATTEST:


ROBERT KAMM, ASSISTANT SECRETARY

Florida Senate Bill 720

By Senator Mayfield

17-00346-17

2017720__

1 A bill to be entitled
2 An act related to the Central Florida Expressway
3 Authority; amending s. 348.753, F.S.; increasing the
4 number of members making up the governing body of the
5 Central Florida Expressway Authority; adding the chair
6 of the board of the county commission of Brevard
7 County to the list of chairs authorized to appoint a
8 member to the authority; adding Brevard County to the
9 list of counties the citizens of which may be
10 appointed by the Governor to serve on the authority;
11 requiring six members of the authority to constitute a
12 quorum; requiring the vote of six members for any
13 action taken by the authority; amending s. 348.754,
14 F.S.; adding the geographical boundary of Brevard
15 County to the area served by the authority; conforming
16 a provision to changes made by the act; providing an
17 effective date.

18
19 Be It Enacted by the Legislature of the State of Florida:

20
21 Section 1. Subsection (3) and paragraph (a) of subsection
22 (4) of section 348.753, Florida Statutes, are amended to read:
23 348.753 Central Florida Expressway Authority.—

24 (3) The governing body of the authority shall consist of 10
25 ~~nine~~ members. The chairs of the boards of the county commissions
26 of Seminole, Lake, Brevard, and Osceola Counties shall each
27 appoint one member from his or her respective county, who must
28 be a commission member or chair or the county mayor. The Mayor
29 of Orange County shall appoint a member from the Orange County
30 Commission. Subject to confirmation by the Senate during the
31 next regular session of the Legislature, the Governor shall
32 appoint three citizen members, each of whom must be a resident

17-00346-17

2017720

33 of either Orange County, Seminole County, Lake County, Brevard
34 County, or Osceola County. Refusal or failure of the Senate to
35 confirm an appointment shall create a vacancy. The Mayor of
36 Orange County and the Mayor of the City of Orlando shall also
37 serve as members. The executive director of the Florida Turnpike
38 Enterprise shall serve as a nonvoting advisor to the governing
39 body of the authority. Each member appointed by the Governor
40 shall serve for 4 years, with his or her term ending on December
41 31 of his or her last year of service. Each county-appointed
42 member shall serve for 2 years. Each appointed member shall hold
43 office until his or her successor has been appointed and has
44 qualified. A vacancy occurring during a term must be filled only
45 for the balance of the unexpired term. Each appointed member of
46 the authority must be a person of outstanding reputation for
47 integrity, responsibility, and business ability, but, except as
48 provided in this subsection, a person who is an officer or
49 employee of a municipality or county may not be an appointed
50 member of the authority. Any member of the authority is eligible
51 for reappointment.

52 (4)(a) The authority shall elect one of its members as the
53 chair of the authority, one of its members as vice chair, and
54 one of its members as treasurer. The chair, vice chair, and
55 treasurer shall hold such offices at the will of the authority.
56 Six ~~Five~~ members of the authority constitute a quorum, and the
57 vote of six ~~five~~ members is required for any action taken by the
58 authority. A vacancy in the authority does not impair the right
59 of a quorum of the authority to exercise all of the rights and
60 perform all of the duties of the authority.

61 Section 2. Paragraph (a) of subsection (1) and paragraph

17-00346-17

2017720

(n) of subsection (2) of section 348.754, Florida Statutes, are amended to read:

348.754 Purposes and powers.—

(1)(a) The authority created and established under this part is granted and has the right to acquire, hold, construct, improve, maintain, operate, own, and lease in the capacity of lessor the Central Florida Expressway System, hereinafter referred to as "system." Except as otherwise specifically provided by law, including paragraph (2)(n), the area served by the authority shall be within the geographical boundaries of Orange, Seminole, Lake, Brevard, and Osceola Counties.

(2) The authority may exercise all powers necessary, appurtenant, convenient, or incidental to the implementation of the stated purposes, including, but not limited to, the following rights and powers:

(n) With the consent of the county within whose jurisdiction the following activities occur, the authority shall have the right to construct, operate, and maintain roads, bridges, avenues of access, transportation facilities, thoroughfares, and boulevards outside the jurisdictional boundaries of Orange, Seminole, Lake, Brevard, and Osceola Counties, together with the right to construct, repair, replace, operate, install, and maintain electronic toll payment systems thereon.

Section 3. This act shall take effect July 1, 2017.

Florida House Bill 299

A bill to be entitled
 An act relating to the Central Florida Expressway
 Authority; amending s. 348.753, F.S.; increasing the
 membership of the governing board of the authority to
 include a member appointed by the chair of the Brevard
 County Commission; authorizing the Governor to appoint
 a citizen member from Brevard County; conforming
 quorum and voting requirements; amending s. 348.754,
 F.S.; adding the area within the geographical boundary
 of Brevard County to the area to be served by the
 authority; authorizing the authority to exercise
 certain powers outside the jurisdictional boundaries
 of Brevard County; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (3) and paragraph (a) of subsection
 (4) of section 348.753, Florida Statutes, are amended to read:

348.753 Central Florida Expressway Authority.—

(3) The governing body of the authority shall consist of
~~ten~~ nine members. The chairs of the boards of the county
 commissions of Seminole, Lake, Brevard, and Osceola Counties
 shall each appoint one member from his or her respective county,
 who must be a commission member or chair or the county mayor.
 The Mayor of Orange County shall appoint a member from the

26 Orange County Commission. Subject to confirmation by the Senate
27 during the next regular session of the Legislature, the Governor
28 shall appoint three citizen members, each of whom must be a
29 resident of either Orange County, Seminole County, Lake County,
30 Brevard County, or Osceola County. Refusal or failure of the
31 Senate to confirm an appointment shall create a vacancy. The
32 Mayor of Orange County and the Mayor of the City of Orlando
33 shall also serve as members. The executive director of the
34 Florida Turnpike Enterprise shall serve as a nonvoting advisor
35 to the governing body of the authority. Each member appointed by
36 the Governor shall serve for 4 years, with his or her term
37 ending on December 31 of his or her last year of service. Each
38 county-appointed member shall serve for 2 years. Each appointed
39 member shall hold office until his or her successor has been
40 appointed and has qualified. A vacancy occurring during a term
41 must be filled only for the balance of the unexpired term. Each
42 appointed member of the authority must be a person of
43 outstanding reputation for integrity, responsibility, and
44 business ability, but, except as provided in this subsection, a
45 person who is an officer or employee of a municipality or county
46 may not be an appointed member of the authority. Any member of
47 the authority is eligible for reappointment.

48 (4)(a) The authority shall elect one of its members as the
49 chair of the authority, one of its members as vice chair, and
50 one of its members as treasurer. The chair, vice chair, and

treasurer shall hold such offices at the will of the authority.
~~Six~~ Five members of the authority constitute a quorum, and the
 vote of ~~six~~ five members is required for any action taken by the
 authority. A vacancy in the authority does not impair the right
 of a quorum of the authority to exercise all of the rights and
 perform all of the duties of the authority.

Section 2. Paragraph (a) of subsection (1) and paragraph
 (n) of subsection (2) of section 348.754, Florida Statutes, are
 amended to read:

348.754 Purposes and powers.—

(1)(a) The authority created and established under this
 part is granted and has the right to acquire, hold, construct,
 improve, maintain, operate, own, and lease in the capacity of
 lessor the Central Florida Expressway System, hereinafter
 referred to as "system." Except as otherwise specifically
 provided by law, including paragraph (2)(n), the area served by
 the authority shall be within the geographical boundaries of
 Orange, Seminole, Lake, Brevard, and Osceola Counties.

(2) The authority may exercise all powers necessary,
 appurtenant, convenient, or incidental to the implementation of
 the stated purposes, including, but not limited to, the
 following rights and powers:

(n) With the consent of the county within whose
 jurisdiction the following activities occur, the authority shall
 have the right to construct, operate, and maintain roads,

76 | bridges, avenues of access, transportation facilities,
77 | thoroughfares, and boulevards outside the jurisdictional
78 | boundaries of Orange, Seminole, Lake, Brevard, and Osceola
79 | Counties, together with the right to construct, repair, replace,
80 | operate, install, and maintain electronic toll payment systems
81 | thereon.

82 | Section 3. This act shall take effect July 1, 2017.

F. 3.

UPDATE ON INTEROPERABILITY AGREEMENT



Florida Department of Transportation

**RICK SCOTT
GOVERNOR**

Florida's Turnpike Enterprise
P.O. Box 613069, Ocoee, FL 34761
407-532-3999

**JIM BOXOLD
SECRETARY**

January 12, 2017

Via Email and USPS Certified Mail

Buddy Dyer, Chairman
Governing Board
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

Laura Kelley, Executive Director
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

Re: 2002 State of Florida Interagency Electronic Toll Collection Interoperability
and Reciprocity Agreement

Dear Chairman Dyer and Executive Director Kelley:

As you are aware, the Department of Transportation ("Department") has contracted for the development of a Centralized Customer Service System ("CCSS") to provide transaction processing and customer account management and to support expanded toll processing interoperability. The anticipated Go-Live for the CCSS is scheduled for June 2017. After the CCSS Go-Live Date, the Department no longer will process toll transactions internally, but will receive toll processing services from the CCSS.

The Department currently processes electronic tolls for your customers under the terms of the 2002 State of Florida Interagency Electronic Toll Collection Interoperability and Reciprocity Agreement (the "2002 Interoperability Agreement"). In order for the CCSS to continue this service and undertake toll processing responsibilities, it is necessary for the Department to terminate its participation in the 2002 Interoperability Agreement on or before the CCSS Go-Live Date.

Accordingly, this letter shall constitute the Department's official notice that the Department is terminating its participation in the 2002 Interoperability Agreement 180 days following the date of this letter. This notice of termination is pursuant to the provisions of Section XVI, "TERMINATION" of the 2002 Interoperability Agreement.

Buddy Dyer
Laura Kelley
January 12, 2017
Page 2 of 2

Agencies that are not participating in the CCSS will receive under separate cover a proposed new agreement to provide for processing of interoperable toll transactions by the CCSS. We expect to distribute drafts of the new agreements in February.

Very Truly Yours,

A handwritten signature in dark ink, appearing to read "Diane Gutierrez-Scaccetti", written in a cursive style.

Diane Gutierrez-Scaccetti
Executive Director and Chief Executive Officer

DGS/emd

STATE OF FLORIDA

**INTERAGENCY ELECTRONIC TOLL
COLLECTION INTEROPERABILITY AND
RECIPROCITY AGREEMENT**

March 8, 2002

S

This Interagency Electronic Toll Collection Interoperability and Reciprocity Agreement (Agreement) is entered into this 8th day of March, 2002, among the Orlando Orange County Expressway Authority (OOCEA), the Florida Department of Transportation (FDOT), and Osceola County. Each party to this Agreement shall be referred to as an Agency in this Agreement. This Agreement may be amended to include other agencies as parties to this Agreement.

WHEREAS, the Agencies who initiated this Agreement operate electronic toll collection within the State of Florida; and

WHEREAS, FDOT operates a system of electronic toll collection known as SunPass; and

WHEREAS, OOCEA operates a system of electronic toll collection known as E-PASS; and

WHEREAS, Osceola County operates a system of electronic toll collection known as O-PASS with OOCEA as its designated Home Agency; and

WHEREAS, in order to implement an interoperable statewide electronic toll collection system, the Agencies recognize the practical necessity of joint and cooperative efforts; and

WHEREAS, the Agencies acknowledge the goal of the Agreement is to offer interoperability to their respective customers to the fullest extent, including the ability to provide a single account statement to each customer setting forth transaction activities on all participating Agency roadways.

NOW, THEREFORE, in consideration of the covenants herein contained, the Agencies agree as follows:

I. DEFINITIONS

Agency	A signatory to this Agreement.
Home Agency	The Agency that established and maintains a customer's account and issues a transponder(s).
Pre-Paid Accounts	A customer account that requires money be on deposit to pay for transponder transactions that occur in the future.
Reconciliation	The process whereby Agencies resolve any discrepancies in net toll revenue to be transferred.
Settlement	The transfer of net toll revenues in U.S. dollars by a Home Agency to another Agency, or the other Agency's designated Home Agency, for Valid Transponder transactions that occurred at the other Agency's facilities.
Transponder Validation File	A file created and maintained by an Agency, also known as a positive list or a transponder list, which lists all transponders issued by that Agency and denotes the status of each transponder issued as having one of three values (valid, invalid, or lost/stolen), as further described in the Interoperability Interface Specifications.

Valid Transponder

A transponder having a status of valid in the Transponder Validation File at the time of a toll transaction, as further described in the Interoperability Interface Specifications.

II. CUSTOMER INFORMATION

- (1) No Agency shall disclose or be required to disclose customer account information to any person or entity for any purpose other than collecting tolls, the enforcement of toll policies, or as otherwise required by law.
- (2) Under no circumstances shall any Agency release, transmit, or otherwise distribute to any person or entity a Transponder Validation File belonging to another Agency without the prior written authorization of the Agency that created or maintains the file.
- (3) In accordance with Section 338.155(6), Florida Statutes, personal identifying information provided to, acquired by, or in the possession of FDOT, a county, or an expressway authority for the purpose of using a credit card, charge card, or check for the prepayment of electronic toll facilities charges to FDOT, a county, or an expressway authority is exempt from Section 119.07(1), Florida Statutes, and Section 24(a), Article I of the Florida Constitution.

III. NOTICES

Any notice required pursuant to the provisions of this Agreement shall be sent by first class mail or by overnight delivery service addressed to the appropriate representative of each Agency.

The Agencies agree to notify all other agencies prior to implementation of program, system, or operational changes which may affect any part of this Agreement.

IV. MODIFICATION

This Agreement shall not be subject to oral modification. Any modification of this Agreement shall be in writing and signed by all Agencies. The forgiveness by any party of any term or condition hereof shall not constitute a waiver thereof.

V. TERM

This Agreement shall remain in force and effect for an initial term of twenty-five (25) years, and shall automatically renew for four (4) additional twenty-five-year (25-year) terms, unless otherwise terminated as provided herein.

VI. RIGHTS AND BENEFITS

This Agreement is solely for the benefit of the Agencies and is not intended to, nor should it be construed to, create any rights in any person or entity not a party to this Agreement. An Agency may not assign any portion of this Agreement without written consent of all Agencies.

VII. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement of the Agencies as to matters contained herein. This Agreement supersedes all previous communication, representations, or agreements, either oral or written, among and between the Agencies.

VIII. CHOICE OF LAW AND SEVERABILITY

It is the desire and intention of the parties that the provisions of this Agreement shall be governed and enforced to the fullest extent permissible under the laws and public policies of the State of Florida. Accordingly, if any particular provisions of this Agreement shall be adjudicated to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IX. INTEROPERABILITY INTERFACE SPECIFICATIONS

Attached Exhibit A, the "Interoperability Interface Specifications," is incorporated into this Agreement. The Interoperability Interface Specifications provide technical specifications and operating rules that must be adhered to by all Agencies in order to establish interoperability between the various electronic toll collection systems. The Interoperability Interface Specifications may be amended from time to time without requiring a new Agreement, but will require the written consent of all Agencies.

X. ACCOUNT SETTLEMENT PROCESS

- (1) Each Home Agency will transfer the net toll amount due for Valid Transponder transactions to the Agency that owns or operates the facility where the transactions occurred, or to the designated Home Agency of the Agency that owns or operates the facility. All transfers will be calculated on a net basis with the Home Agency deducting credit card fees, duplicate transactions, and adjustments from the gross amount prior to transfer. The gross amount of toll revenues, as well as all amounts netted against gross toll revenues, shall be disclosed. Documentation supporting the amount of both the

gross toll revenues and the deductions shall be available upon request for audit for a period of three (3) years. The Agencies agree that credit card fees shall be deducted from the revenue collected prior to settlement. The Agencies will on an annual basis, on the anniversary date of this Agreement, establish mutually acceptable credit card fees as determined by the credit card fees being charged the Agencies by their credit card companies. The Agencies will notify each other in writing of the applicable credit card rates commencing with the execution of this Agreement. In the event of a change in rate, the Agency shall notify the other Agencies in writing at least fourteen (14) days prior to the effective date of the new rates.

- (2) Each Home Agency will settle and reconcile its accounts and distribute revenue at least weekly in a manner and frequency as determined by the Interoperability Interface Specifications. Settlement will be based on Valid Transponder transactions consistent with the Interoperability Interface Specifications.
- (3) Valid Transponder transactions obligate the Home Agency to transfer the correct toll to the Agency that owns or operates the facility where the transactions occurred, or that Agency's designated Home Agency, so long as the status of the transponder meets the criteria as set forth in the Interoperability Interface Specifications. In the case of invalid or lost/stolen transponders, the Home Agency is not obligated for those transactions that meet the criteria specified in the Interoperability Interface Specifications.

- (4) Pursuant to Section 338.155, Florida Statutes, certain categories of persons on official business are exempt from the payment of tolls. If a Home Agency, pursuant to Section 338.155, Florida Statutes, creates additional categories of non-revenue transponders, or limits the applicability of an exempt category, other Home Agencies must be notified within fourteen (14) days. If a Home Agency decides not to accept additional categories of non-revenue transponders of another Home Agency, the non-accepting Home Agency shall provide at least fourteen (14) days written notice to the originating Home Agency. The Agencies recognize that their policies regarding the handling of such non-revenue transponders and transactions may differ and that such policies are not transferable.

XI. TOLL VIOLATIONS

- (1) All toll violations will be processed pursuant to the rules and regulations of the Agency owning or operating the facility where the violation occurred, or that Agency's designated violations processor.
- (2) Any revenue collected by an Agency for a violation shall remain with that Agency.
- (3) The Agencies agree to facilitate the identification of violators by the sharing of appropriate information or files to the extent permitted by law.
- (4) The Agencies will share customer account information only for the purpose of collecting tolls, the enforcement of toll policies, or as otherwise required by law.

XII. MARKETING

Each Agency will provide quarterly written summaries of marketing activities relating to its electronic toll collection system to the Public Information or Marketing Officer, or designated individual, of other Agencies whose roadways lie within the geographical boundaries of the planned marketing efforts.

XIII. SYSTEM CONFORMANCE TESTING

- (1) Each Agency shall agree to allow yearly random testing of its electronic toll collection system by an independent testing or engineering firm to confirm that each system conforms to interoperability standards as set forth in the Interoperability Interface Specifications. At a minimum, testing shall confirm the ability of each system to: (i) properly read and write to transponders belonging to each Agency; (ii) deduct the correct toll amount from transponder accounts belonging to each Agency; and (iii) create transaction records in a correct format as established in the Interoperability Interface Specifications.
- (2) An Interoperability Testing Committee, comprised of one voting member from each Agency, shall select and approve an independent testing or engineering firm at the beginning of each calendar year to perform testing of all systems. The cost of all yearly random testing shall be shared equally by all Agencies.
- (3) Any Agency intending to join this Agreement, after the original date of execution, must agree to have its system tested, as described in XIII(1) above, prior to acceptance into

this Agreement. Testing shall be performed by an independent testing or engineering firm approved by the Interoperability Testing Committee. The cost of such testing shall be paid by the Agency that is requesting to become a party to this Agreement.

XIV. MISCELLANEOUS

- (1) Any Agency posting an electronic toll collection sign will accept all valid electronic toll collection transponders issued by all other Agencies unless specifically excluded under the provisions of X(4) above.
- (2) Each Agency agrees to proactively resolve issues arising out of this Agreement in a timely manner. If a conflict is not resolved within sixty (60) days or such time as otherwise agreed by the Agencies, the Agencies agree to resolution by a qualified neutral mediator selected from a list of circuit court mediators who have met the training and educational requirements established by the Florida Supreme Court. If the Agencies fail to agree on the selection of a neutral mediator, then the Agencies agree that a mediator shall be selected by the Florida Conflict Resolution Consortium (FCRC), Florida State University, Tallahassee, Florida. The mediator selected shall assist the parties in identifying the issues, fostering joint problem solving, and exploring settlement alternatives. If the Agencies involved in the dispute are unable to arrive at a joint resolution, the mediator shall render a decision which shall be binding on those Agencies. Compensation to be paid to the mediator selected shall be borne equally by the Agencies party to the dispute.

- (3) Agencies shall not allow or permit the use of transponders issued by other Agencies in non-toll transactions without their prior written consent.

XV. DEFAULT

Any Agency shall be deemed to be in default if it: (i) fails to make full payment when due; (ii) breaches any term, covenant, or obligation of this Agreement, and such breach is not remedied within sixty (60) days of receipt of a written notice from any other Agency specifying the nature of the breach; or (iii) fails to abide by the resolution of issues as set forth in XIV(2) above. The Agency in default shall pay affected Agencies, upon request, reasonable costs incurred by affected Agencies to prevent or cure the default, and all arrearage in payments due including interest at the rate established pursuant to Section 55.03(1), Florida Statutes.

XVI. TERMINATION

This Agreement may be terminated at any time by written agreement of all Agencies. Any Agency may terminate its participation under this Agreement upon one hundred and eighty (180) days written notice to all other Agencies provided that any amounts due and payable to the other Agencies and all amounts due and payable to the terminating agency are paid. This Agreement may also be terminated against any Agency or Agencies for failure to remedy a default within sixty (60) days.

The provisions of this Agreement, which by their nature are intended to survive termination of any or all Agencies, shall continue as valid and enforceable notwithstanding any termination.

XVII. NO PARTNERSHIP OR JOINT VENTURE

No Agency hereto shall by virtue of this Agreement, in any way or for any purpose, be deemed to be a partner, a joint venture partner, or a member of a joint enterprise with any other Agency or Agencies in the conduct of business described herein. No Agency shall be bound by any acts or conduct of any other Agency. Any and all claims that may arise from customers, employees, and or agents of one Agency shall remain with that Agency and be the sole obligation and responsibility of that Agency.

XVIII. APPENDIX

This Agreement incorporates an Appendix consisting of one or more written agreements between Agencies relating to the performance of this Agreement. Any such agreement may be added or amended by the affected Agencies, and must state that it is to be attached to and made a part of this Agreement and that it constitutes a new addition to this Agreement or replaces an existing agreement. All Agencies shall be notified in writing of any change to the Appendix and only those Agencies executing an agreement which shall become a part of the Appendix hereto are bound by the terms thereof. Any change to the Appendix will not be deemed a modification of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in several originals by their respective officials duly authorized to do so.

Florida Department of Transportation

BY:

Thomas F. Bay
Authorized Signature

TITLE:

SECRETARY
DEPT. OF TRANSPORTATION

ATTEST:

Sandra J. Kyzeminski
Secretary

Orlando Orange County
Expressway Authority

BY:

J. E. K.
Authorized Signature

TITLE:

Chairman

ATTEST:

Darleen Mozulke
Asst. Secretary

Osceola County

BY:

[Signature]
Authorized Signature

TITLE:

Chairman

ATTEST:

[Signature]
Clerk of the Board

Board Appr. 5/20/02



APPENDIX 1 - Agreement between FDOT and OOCEA

This Appendix 1 is an integral part of the State of Florida Interagency Electronic Toll Collection Interoperability and Reciprocity Agreement, dated 3/8/02 (the Agreement). The FDOT and OOCEA agree as follows:

1. The FDOT will pay OOCEA the actual amount of transactions incurred by a SunPass transponder at an E-PASS lane where a successful write-back or confirmation message was not included in the message (see the Interoperability Interface Specifications). The amount of payment shall not exceed \$100,000 annually. The FDOT and OOCEA agree to re-evaluate the \$100,000 threshold on an annual basis, or at any time the projected annual payment would exceed \$100,000.
2. The FDOT will pay OOCEA an amount of \$2,750,000 to partially offset costs associated with OOCEA's purchase of replacement transponders necessary for the E-PASS system to become compatible with the SunPass system. The amount shall be paid to OOCEA after execution of this Appendix and within the fiscal year of the project's funding in the FDOT's Adopted Work Program as of the date of execution. OOCEA will submit an invoice with documentation of their costs.
3. Upon receipt of the properly documented invoice, the FDOT has five (5) working days to inspect and approve the goods and services. The FDOT has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to OOCEA. Interest penalties of less than one (1) dollar will not be enforced unless OOCEA requests payment. Invoices, which have to be returned to OOCEA because of preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
4. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for Contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.
5. All costs incurred by OOCEA shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges and made available for audit for at least three (3) years after the payment is made.
6. The FDOT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the

S

amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The FDOT shall require a statement from the comptroller of the FDOT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

7. No modification or waiver of any of the terms hereof shall be valid unless in writing and executed by both parties with the same formality as this Appendix 1.

Florida Department of Transportation

BY:

Thomas F. B. J.
Authorized Signature

TITLE:

SECRETARY
DEPT. OF TRANSPORTATION

ATTEST:

Sandra J. Kyzeminski
Secretary

Orlando-Orange County
Expressway Authority

BY:

[Signature]
Authorized Signature

TITLE:

Chairman

ATTEST:

Charles Mazzillo
Asst. Secretary

**FIRST AMENDMENT TO
INTERAGENCY ELECTRONIC TOLL
COLLECTION INTEROPERABILITY AND
RECIPROCITY AGREEMENT
DATED MARCH 8, 2002**

Effective Date of First Amendment:

The 7th day of MAY, ~~2003~~. ²⁰⁰⁴
jd

WED
TS DEPT.
rc 5/20/04
SIGNATURE / DATE

THIS FIRST AMENDMENT TO INTERAGENCY ELECTRONIC TOLL COLLECTION INTEROPERABILITY AND RECIPROCITY AGREEMENT (hereinafter "**First Amendment**") is made and entered this 7th day of MAY, 2003, by and between the **Florida Department of Transportation (FDOT)** with principal place of business located at Turnpike Headquarters, Turkey Lake Service Plaza, Mile Post 263, Building 5315, Post Office Box 613069, Ocoee, Florida 34761, **Orlando Orange County Expressway Authority**, whose address is 525 South Magnolia Avenue, Orlando, Florida 32801 (OOCEA), and **Osceola County**, whose address is 1 Courthouse Square, Suite 4700, Kissimmee, Florida 34741, and **Miami-Dade County Expressway Authority (MDX)**, whose address is 3790 N.W. 21st Street, Miami, Florida 33142. This First Amendment amends the Interagency Electronic Toll Collection Interoperability and Reciprocity Agreement dated March 8, 2002, among FDOT, OOCEA, and Osceola County (Original Agreement). The Original Agreement, as supplemented by this First Amendment, is hereinafter referred to as the Agreement.

WHEREAS, Paragraph XIII (3) of the Original Agreement expressly contemplates that other agencies may join in the Original Agreement after the effective date thereof, subject to the condition precedent that they agree to, and in fact, have their electronic toll collection systems tested by independent testing or engineering firm, and that such testing demonstrates that their electronic toll collection system meets or exceeds the minimum standards set out in paragraph XIII (1) of the Original Agreement; and

WHEREAS, in furtherance of the goal of the Original Agreement to provide an interoperable statewide electronic toll collection system to the customers of each agency, and to provide a single account statement to each customer setting forth transaction activities on all participating agency roadways, the parties hereto desire to permit MDX to join in the Original Agreement and designate MDX as an Agency under the terms of the Original Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be had by each of the Agencies by permitting MDX to join in the Original Agreement, and in further consideration of the covenants and conditions contained herein, FDOT, OOCEA, and Osceola County, together with MDX, mutually agree as follows:

1. Definitions. All capitalized terms used in this First Amendment shall have the meanings ascribed to them as defined in paragraph I of the Original Agreement.
2. Ratification and Confirmation of Original Agreement: Each of the parties hereto, but specifically including MDX, hereby ratifies and confirms each and every term and condition of the Original Agreement, and the terms of this First Amendment, and agree to be bound thereby.

3. MDX is joined as an Agency: Each of the parties acknowledge that the MDX electronic toll collection system testing has been substantially completed as of the effective date of this First Amendment, and that the MDX electronic toll collection system meets or exceeds the minimum standards set forth in paragraph XIII (1) of the Original Agreement. From and after the effective date of this First Amendment MDX shall be deemed an Agency for all intents and purposes under the terms of the Original Agreement. For all purposes of the Original Agreement and this First Amendment FDOT shall be considered to be the Home Agency for MDX.
4. Counterparts: This First Amendment may be simultaneously executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
5. Effective Date of First Amendment: The effective date of this First Amendment will be on the date that the last of the parties signed and entered into this First Amendment. The last of the parties to sign shall insert that date on the caption page of this First Amendment.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this First Amendment, in several counterparts, by their respective authorized representatives, for the purposes set forth herein.

Florida Department of Transportation
Florida's Turnpike Enterprise

By: 

James L. Ely, D.P.A.

for

Executive Director and
Chief Executive Officer

Date signed: Oct 15, 2003

Attest: 

Secretary

Approved as to form and legality:

By: 

Office of Turnpike General Counsel

Orlando Orange County Expressway Authority

By: Joseph A. Berenis
Harold W. Worrall, Ph.D., P.E.
Executive Director

Date signed: 3/9/04

Attest: Darlene Morillo
Secretary

Approved as to form and legality:

By: Shuttles & Bowen LLP
Office of the General Counsel to OOCEA

Osceola County

Ken Shipley

By: Ken Shipley, Chairman
Board of County Commissioners

Date signed: 04-19-2004

Attest: Debra P. Whaley
Clerk of the Board of County Commissioners

Approved as to form and legality:

By: SA Joseph
Office of the County Attorney



Miami-Dade County Expressway Authority



By: _____

Servando M. Parapar, P.E.
Executive Director

Date signed: _____

5/7/2004

Attest: _____

Secretary

Approved as to form and legality:

By: _____

Office of the General Counsel

**SECOND AMENDMENT
TO INTERAGENCY ELECTRONIC TOLL COLLECTION
INTEROPERABILITY AND RECIPROCITY AGREEMENT
DATED March 8, 2002**

Effective Date of Second Amendment:

The 18th day of February, 2005

OOCEA MEETING 5/26/04
ITEM #3 CONTRACT _____

THIS SECOND AMENDMENT TO INTERAGENCY ELECTRONIC TOLL COLLECTION INTEROPERABILITY AND RECIPROCITY AGREEMENT (hereinafter "**Second Amendment**") is made and entered this 18th day of February 2004, by and among the **Florida Department of Transportation (FDOT)** with principal place of business located at Turnpike Headquarters, Turkey Lake Service Plaza, Mile Post 263, Building 5315, Post Office Box 613069, Ocoee, Florida 34761, **Orlando Orange County Expressway Authority (OOCEA)**, whose address is 525 South Magnolia Avenue, Orlando, Florida 32801, **Osceola County**, whose address is 1 Courthouse Square, Suite 4700, Kissimmee, Florida 34741, **Miami-Dade County Expressway Authority (MDX)**, whose address is 3790 N.W. 21st Street, Miami, Florida 33142, and **Lee County DOT**, whose address is 1366 Colonial Boulevard, Fort Myers, Florida 33907, and first amended on MAR 8, 2002 ("**First Amendment**") to amend the Interagency Electronic Toll Collection Interoperability and Reciprocity Agreement dated March 8, 2002, among **FDOT, OOCEA, and Osceola County** (hereinafter the "**Original Agreement**"). The Original Agreement, First Amendment and this Second Amendment is referred to collectively as the Agreement.

WHEREAS, Paragraph XIII (4) of the Original Agreement expressly contemplates that other agencies may become a "Home Agency" so long as it agrees to the terms of the original Agreement as amended, including the condition precedent that it agrees to, and in fact, has the electronic toll collection systems tested by an independent testing or engineering firm, and that such testing demonstrates that its electronic toll collection system meets or exceeds the minimum standards set out in paragraph XIII (1) of the Original Agreement (as amended) and

WHEREAS, Lee County DOT currently operates an electronic toll collection system, known as LeeWay, for the operation of the Cape Coral toll facility and parallel span bridges, the Midpoint Memorial toll facility and bridge, and the Sanibel Causeway toll facility and drawbridge; and

WHEREAS, in furtherance of the goal of the Original Agreement as amended, to provide an interoperable statewide electronic toll collection system to the customers of each Home Agency, and to provide a single account statement to each customer setting forth transaction activities on all participating agency roadways, Lee County DOT agrees to all terms and conditions set forth herein and the Home Agency parties hereto agree to designate Lee County DOT as a Home Agency under the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual benefits and in further consideration of the covenants and conditions contained herein, the parties mutually agree as follows:

1. Definition of Client Agency: The definitions in paragraph 1 of the Original Agreement is supplemented by defining a Client Agency as

any agency that is a party to this Second Amendment that is not a Home Agency.

2. Lee County DOT is joined as a Home Agency as qualified below:
Each of the parties acknowledge that the Lee County DOT electronic toll collection system known as LeeWay must undergo system testing to determine its ability to:

- (i) properly read and write to transponders belonging to each Home Agency,
- (ii) deduct the correct toll amount from transponder resident Current Balance where the Revenue Type is '01', and
- (iii) create transaction records in a correct format as established in the Interoperability Interface Specifications appendix.

Lee County DOT shall have 90 calendar days in which to complete interoperability testing of the LeeWay system in accordance with Article XIII (3) of the Original Agreement. Upon the successful completion of such interoperability testing, Lee County DOT shall automatically and unconditionally be deemed a Home Agency under the terms of the Original Agreement.

In the event that such interoperability testing reveals that interoperability problems exist or persist between the LeeWay system and the systems of the other Home Agencies, then Lee County DOT shall have 60 calendar days after the completion of interoperability testing to correct all such problems with interoperability.

If critical problems are found during interoperability testing, Lee County DOT shall perform a complete re-test to demonstrate the system as a whole is functioning properly. In the event the problems are not deemed critical, a partial re-test may be acceptable but prior written approval must be obtained from the other Home Agencies before the partial re-test is performed. The other Home Agencies shall have sole authority and discretion in determining which problems are deemed critical or not critical. In the event that Lee County DOT is unable to resolve problems with interoperability between the LeeWay system and the systems of the other Home Agencies, then Lee County DOT's status as a Home Agency shall thereafter be suspended until such time as it has resolved all of the interoperability problems between LeeWay and the electronic toll collection systems of the other Home Agencies.

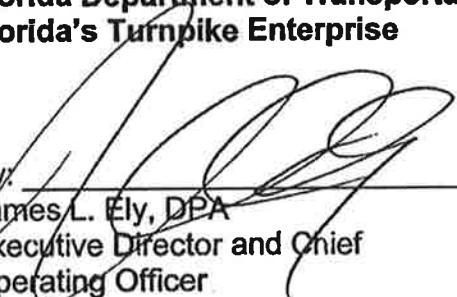
If testing demonstrates that Lee County DOT's LeeWay transponders perform successfully at facilities operated by the other Home Agencies and those operated by their respective Client Agencies, then Lee


County DOT shall be granted partial interoperability and their transponders will be accepted by all Agencies that are a party to this Agreement. Full interoperability shall only be granted upon successful completion of interoperability testing as described above. Only Lee County DOT issued transponders that have been reprogrammed by Lee County DOT to operate in accordance with Section 3 of Exhibit A to the Interoperability Interface Specifications Appendix shall be accepted by other Agencies. Lee County DOT agrees to disburse funds to the respective Home Agencies for electronic toll transactions occurring at their facilities and those of their respective Client Agencies.

3. Appendix: Paragraph XVIII of the Original Agreement is hereby deleted and the following Appendix entitled "Interoperability Interface Specifications", dated _____, 2004, which incorporate the following documents is substituted, incorporated and made as part of this Agreement.
 - a. Records and Files Interface Specifications;
 - b. Accounting Business Rules;
 - c. FDOT/Lee County DOT Technical Business Rules;
 - d. FDOT/OOCEA Technical Business Rules;
 - e. OOCEA/Lee County DOT Technical Business Rules;
4. Technical Business Rules: Each Home Agency and its Client Agency may adopt business rules. Nothing in the business rules shall conflict with the terms of the Original Agreement as amended among the Home Agencies. The adopted business rules between Home Agencies and Client Agencies shall be made available to each Home Agency.
5. Ratification and Confirmation of Agreement: Each of the parties hereto, but specifically including Lee County DOT, hereby ratifies and confirms each and every term and condition of the Original Agreement, the First Amendment, and the terms of this Second Amendment, and agree to be bound thereby.
6. Counterparts: This Second Amendment may be simultaneously executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
7. Effective Date of Second Amendment: The effective date of this Second Amendment will be on the date that the last of the parties has executed this amendment. The last of the parties to sign shall insert that date on the caption page of this Second Amendment.

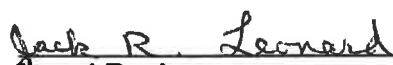
IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Second Amendment, in several counterparts, by their respective authorized representatives, for the purposes set forth herein.

**Florida Department of Transportation
Florida's Turnpike Enterprise**

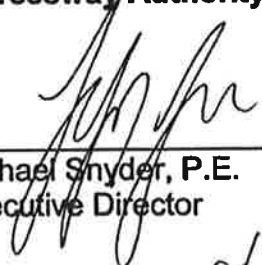
By: 
James L. Ely, DPA
Executive Director and Chief
Operating Officer

Attest: 
Secretary

Date signed: 2-18-05

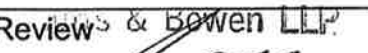

Legal Review

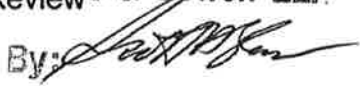
**Orlando Orange County
Expressway Authority**

By: 
Michael Snyder, P.E.
Executive Director

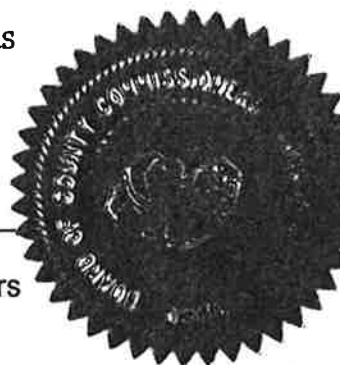
Attest: 
Secretary

Date signed: 8/6/04

Legal Review  & Bowen LLP

By: 

BOARD OF COUNTY COMMISSIONERS
Osceola County



Attest: *Sammy Rose*
Clerk of the Board of
County Commissioners

By: *Ken Shipley*
Ken Shipley, Chairman
Board of County Commissioners

Date signed: 12-20-04

Legal Review



Attest: *Shirley J. ...*
Secretary

[Signature]

Legal Review

**Miami-Dade County
Expressway Authority**

By: *[Signature]*
Servando M. Parapar, P.E.
Executive Director

Date signed: 1/31/2005

Lee County DOT

By: *Deborah P.C.*
Attest: *[Signature]*
Clerk of the Board of
County Commissioners

[Signature]
Legal Review

By: *[Signature]*
John Albion, Chairman
Board of County Commissioners

Date signed: 6/8/04



F. 4.

AMENDMENT OF 2040 MASTER
PLAN FOR INCLUSION OF
MULTIMODAL POLICY



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

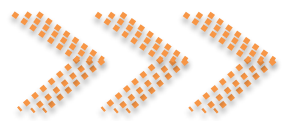
2040 Master Plan Amendment

March 9, 2017

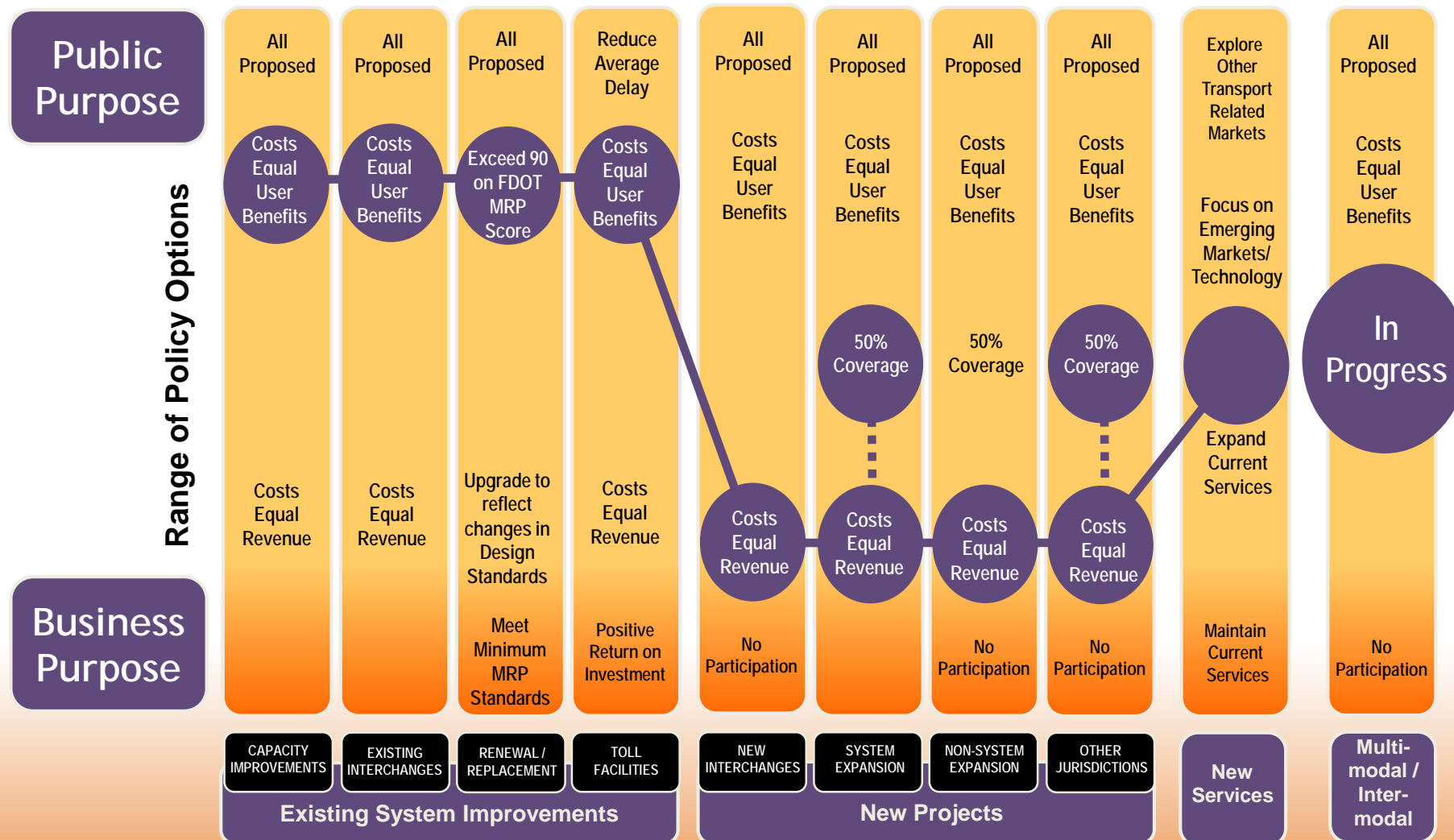
➤➤➤ 2040 Master Plan Amendment

- Adopted in May 2016
- CFX Multimodal Investment Study complete in February 2017
- Policy for Multimodal Investments



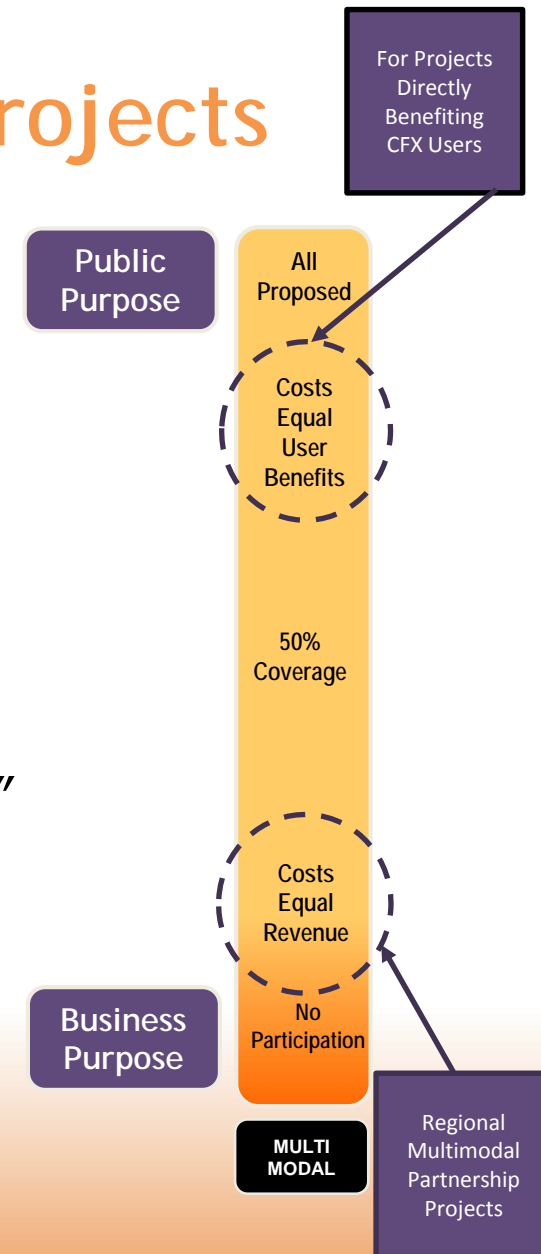


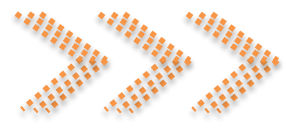
Current Policy Profile



➤➤➤ Recommended Policy for Multimodal Projects

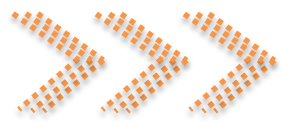
- Two types of multimodal initiatives –
 - Projects with direct benefits to CFX toll users - “*Cost Equals User Benefits*”
 - (e.g., express bus accommodation, park and ride facilities)
 - Projects meeting financial or revenue tests but not of direct benefit to CFX toll users - “*Cost Equals Revenue*”
 - (e.g. transit joint development, off-system parking facilities)



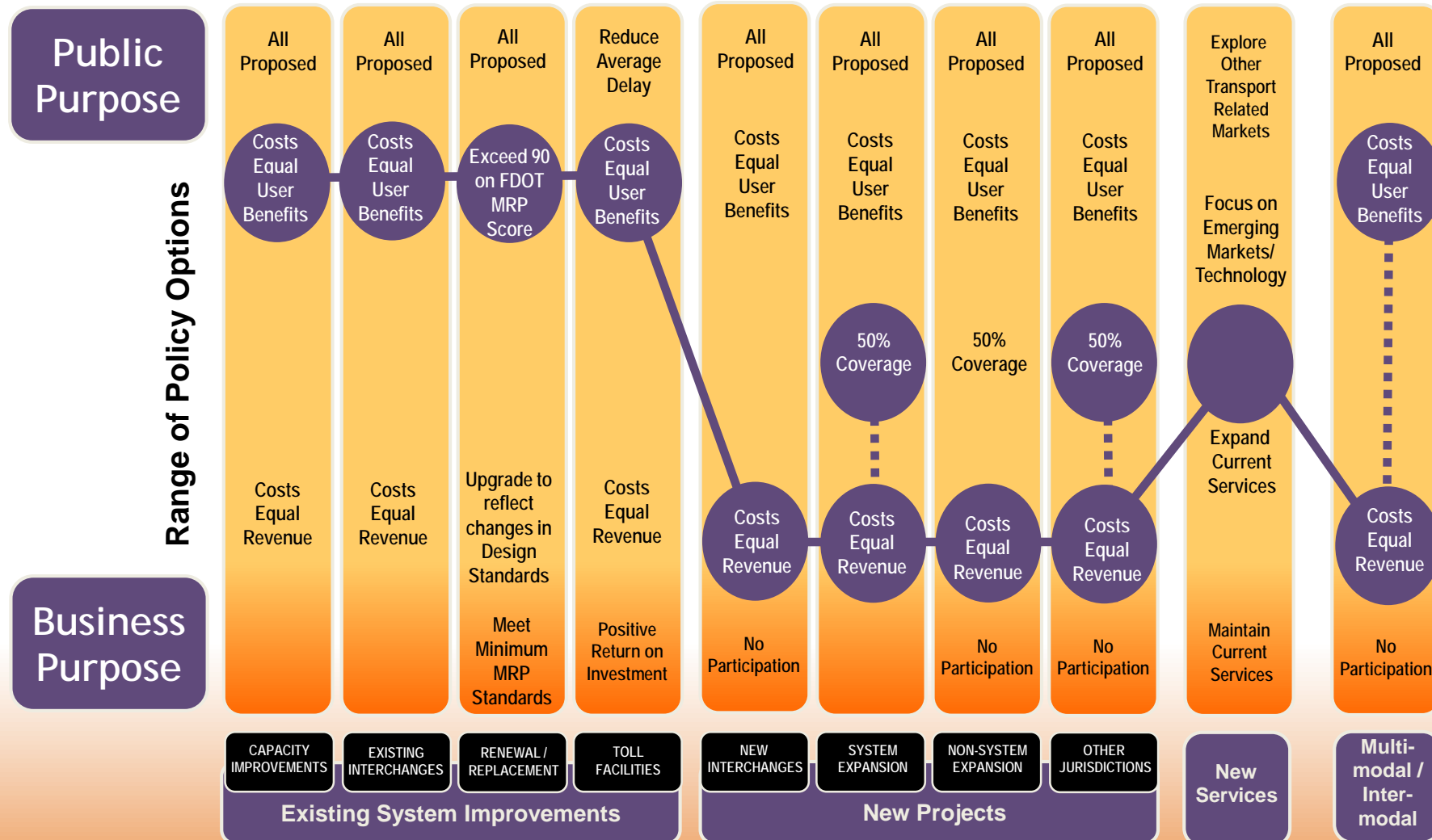


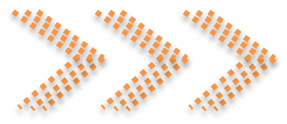
Recommended Multimodal Policy Statement

Fund or partner on multimodal initiatives where revenue generated from the investment equals the project cost or where toll user benefits are equal to or exceed the project cost. Candidate projects must comply with CFX's Master Bond Resolution and CFX's enabling legislation.



Amended Policy Profile





Recommended Motion

Board adoption of the 2040 Master Plan Amendment to include a multimodal policy statement and amended Policy Profile.


F. 5.

**AWARD OF CONTRACT FOR
ROADWAY AND BRIDGE
MAINTENANCE**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth O. Williams 
Director of Procurement

DATE: February 16, 2017

SUBJECT: Approval to award contract for Roadway and Bridge Maintenance Services
to Jorgensen Contract Services
S.R. 408, S.R. 417, S.R. 528 and Goldenrod Road Extension
Contract No. 001151

Request for Proposals (RFP) was advertised for technical and price proposals from qualified firms on December 4, 2016. Proposals were received from four (4) firms by the January 23, 2017 deadline. Those firms were: DBI Services, LLC, FDI Services, HDR|ICA and Jorgensen Contract Services, LLC.

As part of the scoring process for the Technical Proposals, the Committee interviewed the firms on February 8, 2017. After scoring of the Technical Proposals was completed, the Price Proposals were opened and scored. Based on the combined scores for the Technical and Price Proposals, the final ranking of the firms was:

<u>Firm</u>	<u>Ranking</u>
Jorgensen Contract Services, LLC	1
HDR ICA	2
DBI Services, LLC	3
FDI Services	4

Board approval is requested to award the contract to Jorgensen Contract Services, LLC in the amount of \$17,483,700.00 for a five (5) year term.

Reviewed by:



Claude Miller
Director of Maintenance



RFP-001151 Committee Meeting February 8, 2017 Minutes

Evaluation Committee for Roadway and Bridge Maintenance Services; RFP-001151, held a duly noticed meeting on Wednesday, February 8, 2017, commencing at 9:00 a.m. in the Pelican Conference Room at the CFX Administrative Bldg., Orlando, Florida.

Committee Members:

Joe Berenis, Chief of Infrastructure
Steve Geiss, Senior Roadway Supervisor
Brad Osterhaus, Roadway Inspector

Committee Member Absent

Claude Miller, Director of Maintenance

Other Attendees:

Aneth Williams, CFX Director of Procurement
Saul Rivas, Procurement Analyst

Discussion and Motions:

Aneth commenced the meeting with introductions, collection of the committee members disclosure forms, and explained that today's meeting was to conduct interviews of the proposers, open the price proposals, finalize the evaluation, and make a recommendation to be presented to the Board. Claude Miller had a medical emergency and was not in attendance for the interview process. He turned in his score for the technical section before the meeting. However, according to the Procurement Procedures his score was discarded.

Interviews:

Aneth commenced each interview with an outline of the interview process. For the record it was stated the interview portion of the meeting is closed to the public and is being recorded in accordance with Florida Statute.

DBI Services, LLC	9:00 – 09:30 a.m.
FDI Services	9:45 – 10:15 a.m.
HDR ICA	10:30 – 11:00 a.m.
Jorgensen Contract Services, LLC	11:15 – 11:45 a.m.

Upon completion of the last interview the recorder was stopped and the meeting was considered no longer closed to the public.

Evaluation Portion:

The committee members individually scored the interviews and submitted them to Aneth for tallying. Aneth then tallied the score sheets utilizing the raw scores assigned by each committee member for each Proposal received. Below are the results:

<u>Proposer</u>	<u>Total Raw Points</u>
DBI Services, LLC	88.68
FDI Services	84.92
HDR ICA	92.89
Jorgensen Contract Services, LLC	98.33

Pricing

Upon completion of the evaluation of the technical portion, Aneth opened the pricing proposals and scored the pricing proposals in accordance with the RFP requirements.

<u>Proposer</u>	<u>Total Price</u>	<u>Points</u>
DBI Services, LLC	\$20,969,780.00	33.35
FDI Services	\$20,619,497.00	33.92
HDR ICA	\$20,045,232.00	34.89
Jorgensen Contract Services, LLC	\$17,483,700.00	40.00

Total Points and Rankings

<u>Proposer</u>	<u>Tech. Points</u>	<u>Pricing Points</u>	<u>Total Points</u>	<u>Ranking</u>
DBI Services, LLC	55.33	33.35	88.68	4
FDI Services	51	33.92	84.92	3
HDR ICA	58	34.89	92.89	2
Jorgensen Contract Services, LLC	58.33	40.00	98.33	1

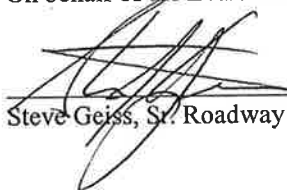
The Committee recommends Jorgensen Contract Services, LLC as the firm to be awarded the Roadway and Maintenance Contract.

There being no further business to come before the Committee, the meeting was adjourned at 12:00 p.m. These minutes are considered to be the official minutes of the interview, opening of the Price Proposals and final evaluation by the Evaluation Committee at its meeting held Wednesday, February 8, 2017.

Submitted by:


Aneth Williams, CFX Director of Procurement

On behalf of the Evaluation Committee these minutes have been review and approved by:


Steve Geiss, Sr. Roadway Inspector

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TECHNICAL AND PRICE PROPOSAL SCORING SUMMARY
Roadway and Bridge Maintenance Services, Contract No. 001151

EVALUATOR	DBI Services, LLC		FDI Services		HDR/JICA		Jorgensen Contract Services, LLC			
	TECHNICAL	PRICE	TECHNICAL	PRICE	TECHNICAL	PRICE	TECHNICAL	PRICE	TECHNICAL	PRICE
Claude Miller										
Joe Berenis	59		57		60		60			
Steve Geiss	56		56		60		60			
Brad Osterhaus	51		40		54		55			
TOTAL	166		153		174		175			
AVG. TECH. POINTS	55.33		51.00		58.00		58.33			




PRICE PROPOSAL SUMMARY

PROPOSER	PROPOSAL AMOUNT	POINT VALUE
DBI Services, LLC	\$ 20,969,780.00	33.35
FDI Services	\$ 20,619,497.00	33.92
HDR/JICA	\$ 20,045,232.00	34.89
Jorgensen Contract Services, LLC	\$17,483,700.00	40.00

POINT TOTALS AND FINAL RANKING

PROPOSER	TECHNICAL POINTS	PRICE POINTS	TOTAL POINTS	FINAL RANKING
DBI Services, LLC	55.33	33.35	88.68	3
FDI Services	51.00	33.92	84.92	4
HDR/JICA	58.00	34.89	92.89	2
Jorgensen Contract Services, LLC	58.33	40.00	98.33	1

Committee Members:

2/8/2017

2/8/2017

2/8/2017

2/8/2017



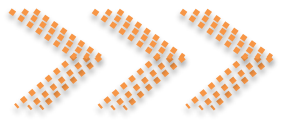
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Roadway and Bridge Maintenance Contract
for SR 408, SR 417, SR 528, and SR 551



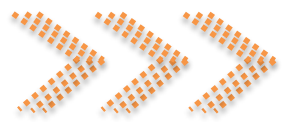
PROJECT DESCRIPTION

- Roadway and bridge maintenance for S.R. 408, S.R. 417, S.R. 528 and S.R. 551
- Services include mowing, guardrail and fence repair, roadway lighting repair, attenuator repair, roadway sweeping, slope and shoulder repair, pavement marking and signing, etc.
- Approximately 80 centerline miles of roadway covered by this contract



BACKGROUND

- Request for Proposals Advertised-December 4, 2016
- Responses Received-January 23, 2017
- Interviews and Price Proposals-February 8, 2017
- Evaluation Committee Final Ranking
 - Jorgensen Contract Services, LLC
 - HDR/ICA
 - DBI Services, LLC
 - FDI Services



REQUESTED APPROVAL

Recommended Motion:

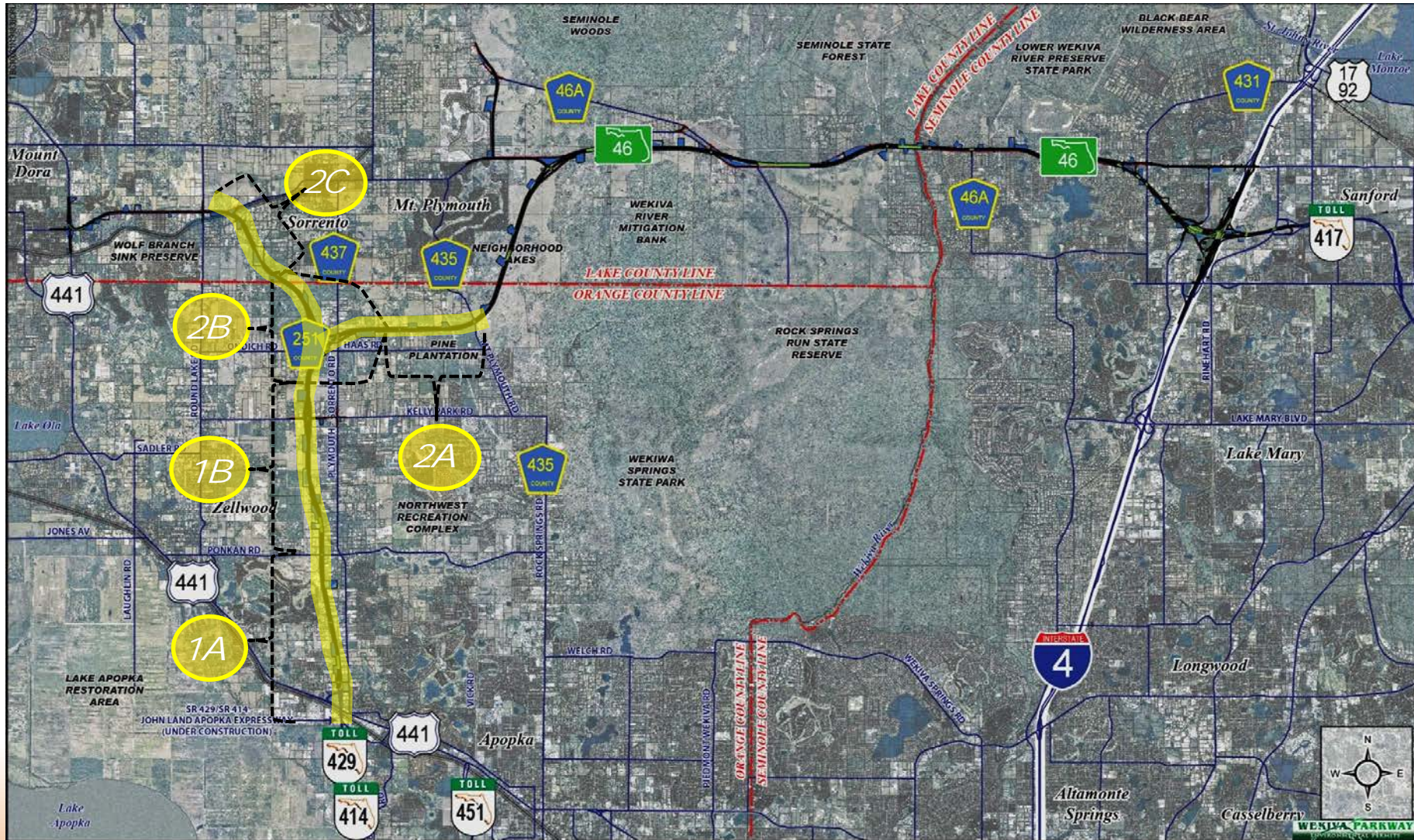
Approval to award the Roadway and Bridge Maintenance Services for SR 408, SR 417, SR 528 and SR 551 (Goldenrod Road Extension) contract to Jorgensen Contract Services, LLC, for an initial five year term in the amount of \$17,483,700 with five one-year options.

F. 6.

**WEKIVA PARKWAY
CONSTRUCTION UPDATE**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

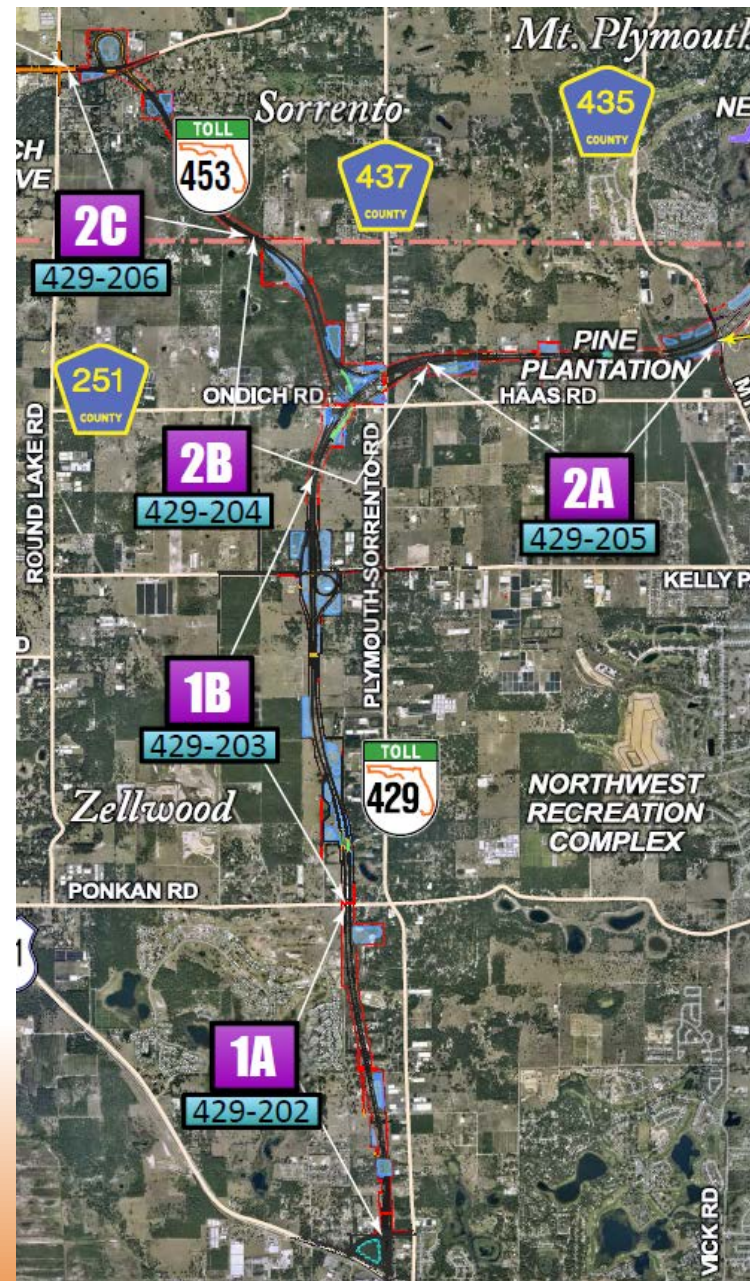
WEKIVA PARKWAY CONSTRUCTION
Update

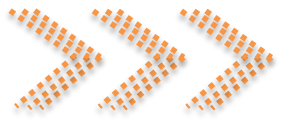


WEKIVA PARKWAY

5 projects under construction

- 10 miles
- ~465 construction workers on the project on any given day
- \$271.6 million under contract
- \$150.4 million earned thru 1/25/17
- 55% complete





WEKIVA PARKWAY OPENING PLAN

- Mid 2017: Open Wekiva Parkway from Connector Road to Kelly Park Road [Sections 1A (429-202) & 1B (429-203)]
- Early 2018: Open remainder of CFX Wekiva Projects [Sections 2A, 2B & 2C (429-204, 429-205 & 429-206)]



Questions ?

Handouts



Section 429-202 (1A)

From North of US 441 to North of Ponkan Rd.

Started: June 8, 2015

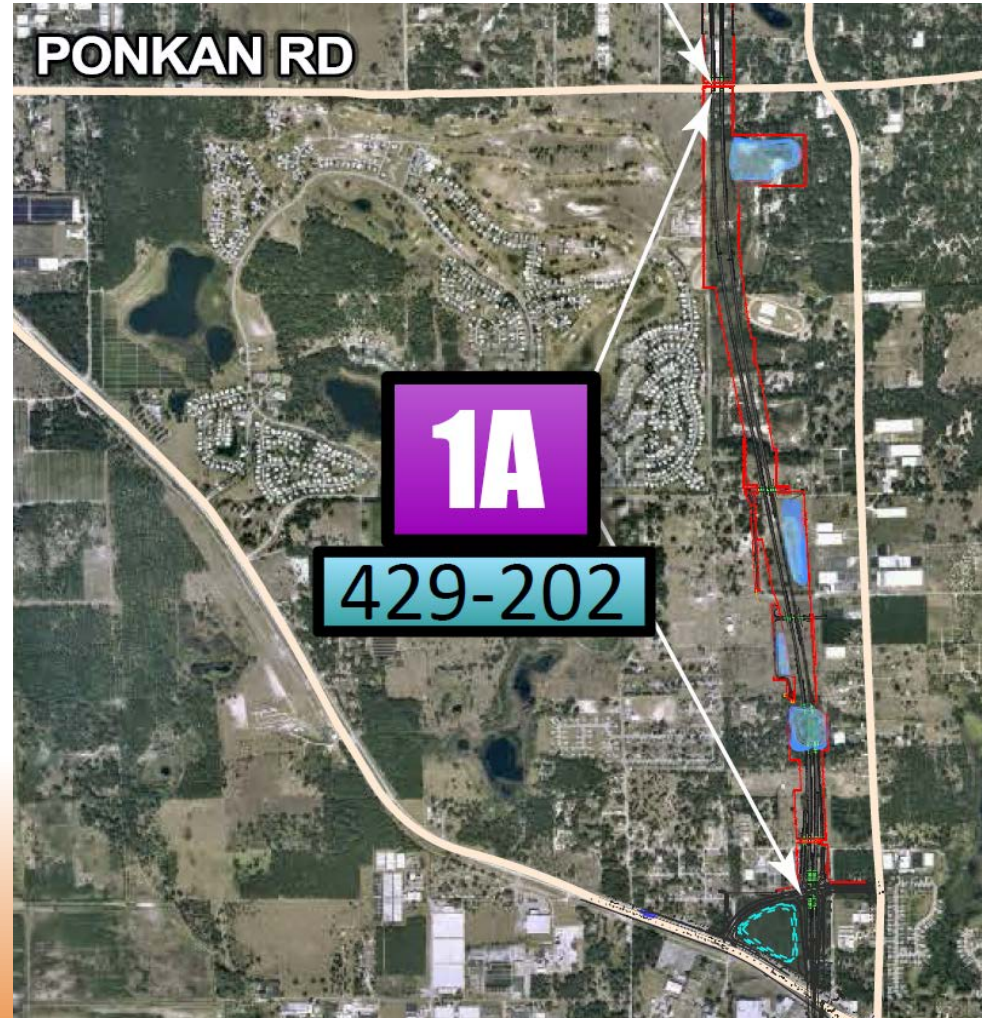
Contractor:
Prince Construction

Contract: \$56.4 million

Earned: \$42.9 million

Time: 683 calendar days

Percent Complete: 76%





Section 429-203 (1B)

From North of Ponkan Rd. to North of a New
Kelly Park Road Interchange

Started: August 3, 2015

Contractor:

Superior Construction

Contract: \$46.6 million

Earned: \$40.9 million

Time: 600 calendar days

Percent Complete: 88%





Section 429-204 (2B)

*Systems Interchange extending Wekiva Parkway (SR 429)
northeast toward Sanford and SR 453 toward Mount Dora*

Started: January 4, 2016

Contractor:

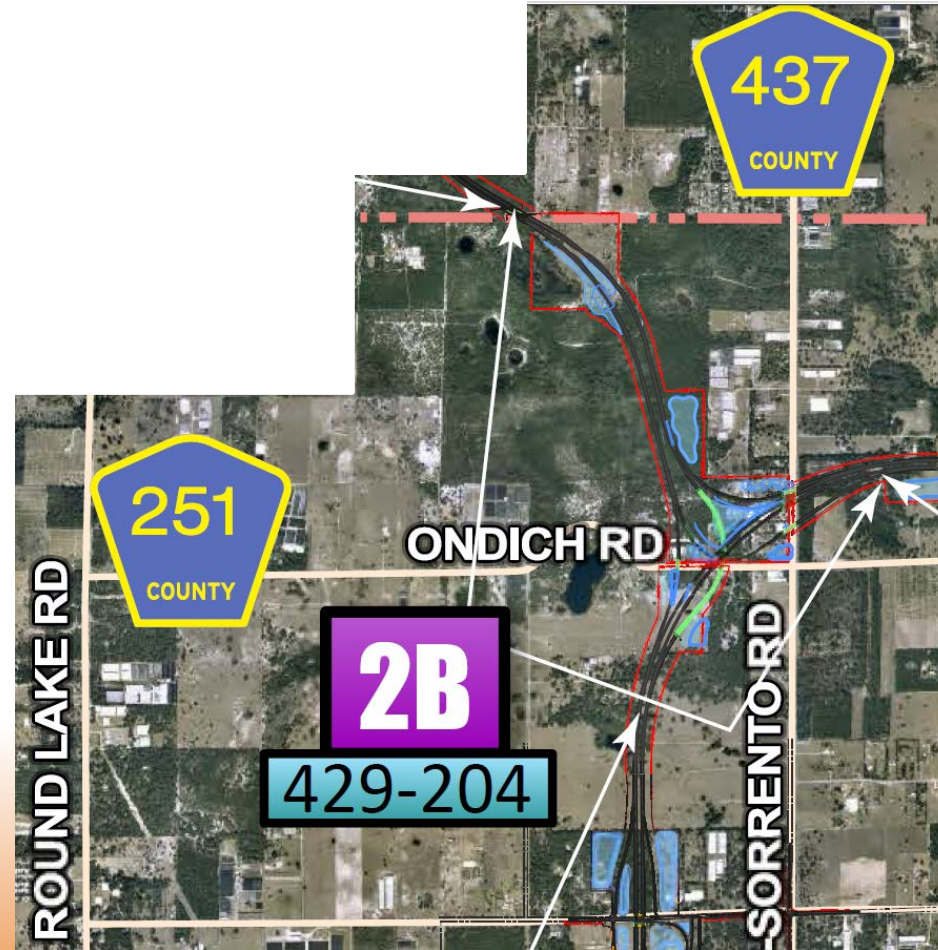
Southland Construction

Contract: \$80.7 million

Earned: \$39.0 million

Time: 730 calendar days

Percent Complete: 48%





Section 429-205 (2A)

Wekiva Parkway (SR 429) from the Systems Interchange east to FDOT's completed Section 4A at CR 435

Started: August 1, 2016

Contractor:

Superior Construction

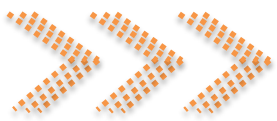
Contract: \$38.6 million

Earned: \$7.4 million

Time: 570 calendar days

Percent Complete: 19%





Section 429-206 (2C)

North-West leg of the Wekiva Parkway (SR 453) extending from the Lake County Line to SR 46 toward Mount Dora

Started: May 2, 2016

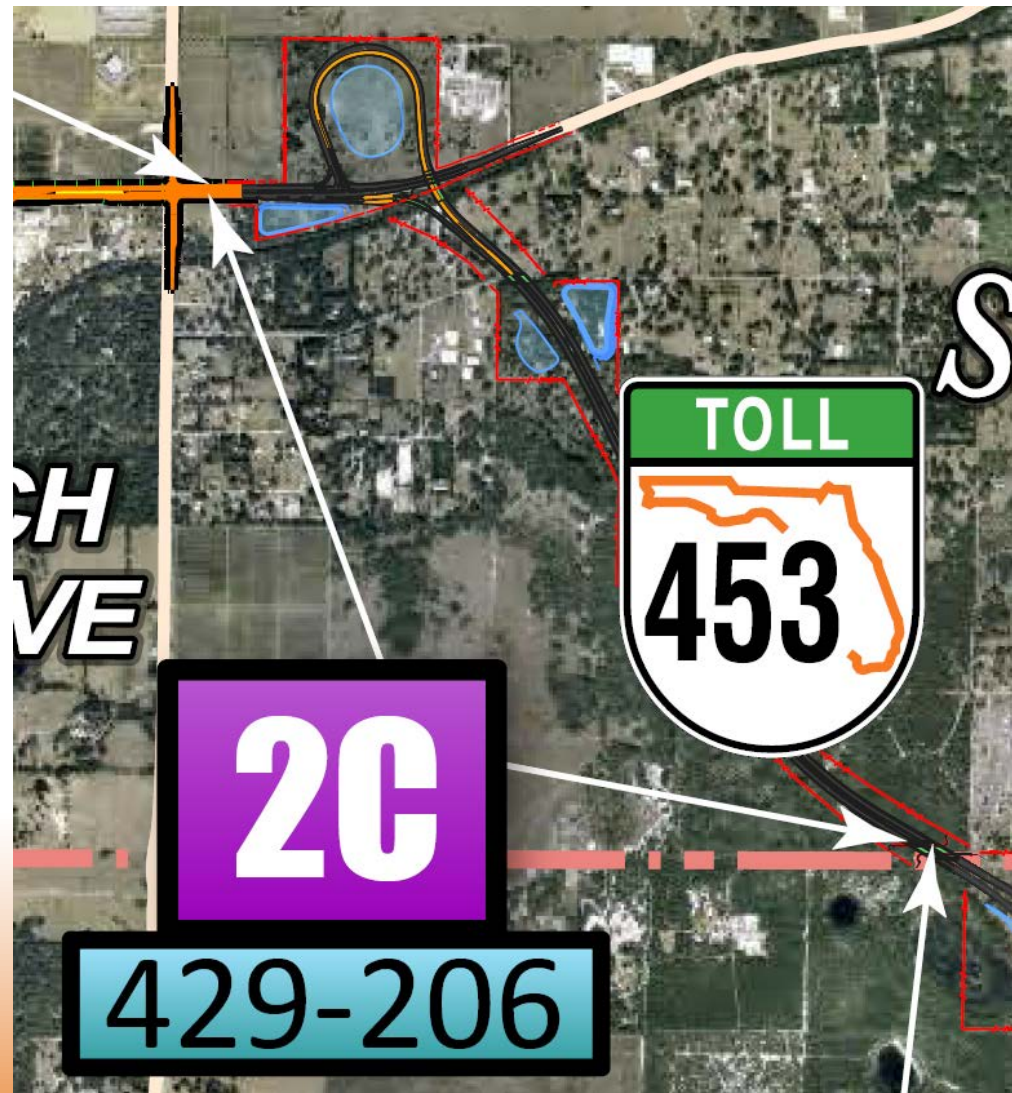
Contractor: GLF Construction

Contract: \$49.2 million

Earned: \$20.1 million

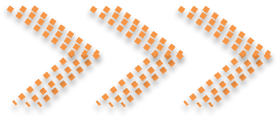
Time: 600 calendar days

Percent Complete: 41%



When Complete, we will have:

- Excavated ~3.6 million Cubic Yards of Earth (18 Large Cruise Ships)
- Built ~8.4 million Cubic Yards of Embankment (42 Large Cruise Ships)
- Built ~58 Lane Miles of New Expressway
- Driven ~ 40 Miles of Foundation Piles
- Built 40 New Bridges
- Planted ~ 440,000 Square Yards of Seed & Mulch (83 Football Fields)
- Placed ~ 2.3 million Square Yards of Sod (428 Football Fields)



WEKIVA PARKWAY CCEI & COMPLIANCE TEAMS

- 429-202: **RK&K**, CDM Smith, RS&H, PICS (DBE), PSI, URS, Terracon, Elipsis (DBE) AMEC, Mehta (DBE)
- 429-203: **GAI**, DRMP, PI Consulting (DBE), Page One, Ardaman, FGE, GPI, Mehta (DBE)
- 429-204: **A2** (DBE), Figg, RK&K, DRMP, GCI (DBE), Mehta (DBE), Gannett Fleming & Page One (DBE)
- 429-205: **KCCS**, Elipsis (DBE), GRL, PICS (DBE), Page One (DBE) & Echezabal (DBE)
- 429-206: **Jacobs**, Metric, FGE, Aerial Innovations, Ardaman, Elipsis (DBE) & Mehta (DBE)
- Corridor Consultant: **CH2M**
- Corridor-Wide Compliance: **MTN Resources**