



LAKE COUNTY FLORIDA

MODIFICATION OF CONTRACT

<p>1. Modification No.: 3</p> <p>Effective Date: January 1, 2013</p>	<p>2. Contract No.: 09-0016</p> <p>Effective Date: April 7, 2009</p>
<p>3. Contracting Officer: Susan Dugan</p> <p>Telephone Number: (352) 343-9768</p>	<p>5. Contractor Name and Address:</p> <p>TY Lin 225 E. Robinson Street, Suite 490 Orlando, Florida 32801</p> <p>Attn: Dwayne Darbone</p>
<p>4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800</p>	
<p>6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u>, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.</p>	
<p>7. DESCRIPTION OF MODIFICATION:</p> <p>Per Section 2.2 of contract the County shall extend expiration date to December 31, 2013</p>	
<p>8. Contractor's Signature <u>NOT REQUIRED</u></p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>9. Lake County, Florida</p> <p>By: <u>Susan Dugan</u></p> <p style="text-align: center;">Senior Contracting Officer</p> <p style="text-align: center;"><u>9/26/2013</u></p> <p style="text-align: center;">Date</p>
<p>10. Distribution:</p> <p>Original - Bid No. 09-0016 Copies - Contractor Contracting Officer</p>	

FISCAL AND ADMINISTRATIVE SERVICES/PROCUREMENT SERVICES
P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.343.9839 • F 352.343.9473
Board of County Commissioners • www.lakecountyfl.gov

TIMOTHY I. SULLIVAN
District 1

SEAN M. PARKS, AICP, QEP
District 2

JIMMY CONNER
District 3

LESLIE CAMPIONE
District 4

WELTON G. CADWELL
District 5



LAKE COUNTY
FLORIDA

MODIFICATION OF CONTRACT

<p>1. Modification No.: 2 Effective Date: April 8, 2012</p>	<p>2. Contract No.: 09-0016 Effective Date: April 7, 2009</p>
<p>3. Contracting Officer: Susan Dugan Telephone Number: (352) 343-9768</p>	<p>5. Contractor Name and Address: TY Lin 225 E. Robinson Street, Suite 490 Orlando, Florida 32801</p>
<p>4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 416 Tavares, Florida 32778-7800</p>	
<p>6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u>, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.</p>	
<p>7. DESCRIPTION OF MODIFICATION: Per Section 2.2 of contract the County shall extend expiration date to December 30, 2012.</p>	
<p>8. Contractor's Signature <u>NOT REQUIRED</u> Name: _____ Title: _____ Date: _____</p>	<p>9. Lake County, Florida By: <u>Susan Dugan</u> Senior Contracting Officer _____ Date</p>
<p>10. Distribution: Original - Bid No. 09-0016 Copies - Contractor Contracting Officer</p>	

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JENNIFER HILL
District 1

ELAINE RENICK
District 2

JIMMY CONNER
District 3

LINDA STEWART
District 4

WELTON G. CADWELL
District 5



LAKE COUNTY
FLORIDA

MODIFICATION OF CONTRACT

<p>1. Modification No.: 1 Effective Date: 1/30/2010</p>	<p>2. Contract No.: 09-0016 Effective Date: April 7, 2009</p>
<p>3. Contracting Officer: Susan Dugan Telephone Number: (352) 343-9768</p>	<p>5. Contractor Name and Address: TY Lin 225 E. Robinson Street, Suite 490 Orlando, Florida 32801 Attention: Dwayne Darbonne</p>
<p>4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 416 Tavares, Florida 32778-7800</p>	
<p>6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u>, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.</p>	
<p>7. DESCRIPTION OF MODIFICATION: Per Section 2.2 of contract the County shall extend expiration date to April 8, 2012.</p>	
<p>8. Contractor's Signature <u>NOT REQUIRED</u> Name: _____ Title: _____ Date: _____</p>	<p>9. Lake County, Florida By: <u>Susan Dugan</u> Senior Contracting Officer <u>8/25/2011</u> Date</p>
<p>10. Distribution: Original - Bid No. 09-0016 Copies - Contractor Contracting Officer</p>	

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JENNIFER HILL
District 1

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District 2

JIMMY CONNER
District 3

LINDA STEWART
District 4

WELTON G. CADWELL
District 5

AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
T.Y. LIN INTERNATIONAL
FOR
SURVEY, DESIGN AND PERMITTING
OF NORTH HANCOCK ROAD SEGMENT A

RSQ # 09-0016

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and T.Y. Lin International, a foreign corporation authorized to do business in the State of Florida, its successors and assigns, hereinafter referred to as CONSULTANT.

Recitals

WHEREAS, the COUNTY has publicly submitted a Request for Statements of Qualifications (RSQ), #09-0016, for procurement of services under the Consultants' Competitive Negotiation Act, section 287.055, Florida Statutes, following the guidelines set forth under such Act; and

WHEREAS, RSQ # 09-0016 was issued and Procurement Services did seek proposals from firms or individuals qualified to provide professional services for survey, design and permitting pertaining to North Hancock Road segment A; and

WHEREAS, the CONSULTANT desires to perform such services subject to the terms of this Agreement; and

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein by reference.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONSULTANT to provide professional services for survey, design and permitting of North Hancock Road segment A which runs from CR 50 north to Fosgate Road, as generally defined in

the Scope of Services attached hereto and incorporated herein by reference as **Exhibit B**. The Project Schedule is attached hereto and incorporated herein by reference as **Exhibit C**.

2.2 This Agreement shall be effective from the date of execution of the Agreement by the COUNTY through January 29, 2010. The COUNTY reserves the sole right to extend this Agreement.

2.3 The CONSULTANT shall coordinate, cooperate, and work with any other consultants retained by the COUNTY. CONSULTANT acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

2.4 CONSULTANT shall be responsible for obtaining all required federal, state or local permits required to complete the project specific scope of work. Additionally, the CONSULTANT shall be responsible for the removal of all surplus material and debris occurring from this work if the materials or debris was generated as a result of the CONSULTANT'S work. The CONSULTANT shall take precautions against damage to public and private property during the course of its work. Should damage occur, by negligent omission or commission by the CONSULTANT, the CONSULTANT shall, at its own expense, restore damaged property to a condition similar or equal to that existing before damage was done. In the event CONSULTANT fails to correct the damage, the COUNTY shall have the option of correcting the damage and issuing a deductive change order to the CONSULTANT to deduct the amount of the corrective work from the contract balance.

Article 3. Payment

3.1 Payment shall be made as set forth in the Fee Schedule, attached hereto and incorporated herein by reference as **Exhibit A**. In no event shall the contract amount exceed Six Hundred Thousand Dollars (**\$600,000.00**) unless a change order has been executed in accordance with the COUNTY'S Purchasing Policy and Procedures. A copy of the COUNTY'S Purchasing Policy and Procedures shall be made available to CONSULTANT upon request.

3.2 Invoices shall be submitted in duplicate to the requesting COUNTY department at P.O. Box 7800, Tavares, Florida 32778. Each invoice shall contain the RSQ number and a detailed description of services and fees. CONSULTANT shall submit invoices at the end of each month documenting the percent of completion of each task and requesting payment based upon such percent completion.

3.3 The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

3.4 CONSULTANT and COUNTY hereby agree that the hours of service set forth in **Exhibit A** for each project are projected hours of service and that the CONSULTANT'S actual

time may be more or less than the budgeted hours. The COUNTY shall pay the CONSULTANT only for the lump sum budget as set forth in section 3.1 above.

3.5 Other than the common expenses, travel expenses, administrative and technical support expenses and computer expenses as set forth in Exhibit A, the CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder. The CONSULTANT hereby agrees that its hourly billing rates are fully loaded and includes all overhead and administrative expenses.

3.6 In the event a specific project is to be funded by state or federal monies, the CONSULTANT hereby agrees to comply with all requirements of the state or federal government applicable to the use of the monies, including receiving no payment until all required forms are completed and submitted.

Article 4. County Responsibilities

4.1 COUNTY shall promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed. COUNTY shall designate one County staff member to act as COUNTY'S Project Administrator and/or Spokesperson.

4.2 COUNTY shall reimburse CONSULTANT, in accordance with the Fee Schedule listed in Article 3 above, for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

4.3 The COUNTY will provide to the CONSULTANT all necessary and available GIS data, data developed and/or within the possession of the COUNTY, and any other data the COUNTY possesses that would be useful to the CONSULTANT in the completion of the required services.

Article 5. Special Terms and Conditions

5.1 Qualifications. All firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein.

5.2 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required thirty (30) day advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed.

B. Termination for Cause. Termination by County for cause, default, or negligence on the part of CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

5.3 Subletting of Contract. This Agreement shall not be sublet except with the written consent of the COUNTY'S Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT.

5.4 Insurance and Bond. CONSULTANT shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insurance policies containing the following selected types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of duties, services and/or obligations under the terms and provisions of this Agreement by the CONSULTANT or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable. CONSULTANT shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

(X) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

(X)	General Liability	
(X)	Each Occurrence/General Aggregate	\$1,000,000/\$2,000,000
(X)	Products-Completed Operations	\$2,000,000
(X)	Personal & Adv. Injury	\$1,000,000
(X)	Fire Damage	\$50,000
(X)	Medical Expense	\$5,000
(X)	Contractual Liability	Included

(X) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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(X) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Florida Statute, Chapter 440, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, CONSULTANT must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

(X) Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

(X) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

(X) Certificates of Insurance

(X) **Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners**, shall be name as additional insured as their interest may appear on the:

(X) Certificates of insurance shall provide for a minimum of sixty (60) days prior written notice to the COUNTY of any material change, non-renewal or cancellation of the required insurance.

(X) Certificates of insurance shall identify the RSQ number, contract, project, etc. in the Description of Operations section of the Certificate.

(X) Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

(X) The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800.

CONSULTANT shall be responsible for subcontractors and their insurance. All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions; or CONSULTANT shall be required to procure a bond guaranteeing payment of losses and related claims expense. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole

responsibility of CONSULTANT and/or the subcontractor providing such insurance. **Failure to obtain and maintain such insurance as set out above will be considered a breach of this Agreement and may result in termination of the Agreement for default.** Neither approval by the COUNTY of any insurance supplied by the CONSULTANT, nor a failure to disapprove that insurance shall relieve the CONSULTANT of full responsibility of liability, damages, and accidents as set forth herein.

5.5 Indemnity. CONSULTANT shall indemnify and hold COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONSULTANT to take out and maintain the above insurance. Additionally, CONSULTANT agrees for good and valuable consideration in the amount of Ten Dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent, reckless, or intentional wrongful act, error or omission of CONSULTANT, its agents, employees or representative, in the performance of CONSULTANT'S duties set forth in this Agreement.

5.6 Independent Contractor. CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONSULTANT shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY. Additionally, CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

5.7 Ownership of Deliverables. Upon completion of and payment for a task, CONSULTANT agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT shall be and remain the property of COUNTY, including any applicable copyrights. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to evidence more fully transfer of ownership of all Tasks and/or deliverables to COUNTY. Additionally, CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and COUNTY recognize that CONSULTANT'S work product submitted in performance of this Agreement is intended only for the project described in this Agreement. COUNTY'S alteration of CONSULTANT'S work product or its use by COUNTY for any other purpose shall be at COUNTY'S sole risk.

5.8 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the

COUNTY pursuant to this Agreement. Notwithstanding the above, CONSULTANT may keep copies of all Materials and Deliverables for its files.

5.9 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, shall relieve the CONSULTANT of his duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONSULTANT expressly acknowledges and agrees that the CONSULTANT shall receive no damages for delay. The CONSULTANT'S sole remedy, if any, against the COUNTY shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONSULTANT shall be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above

5.10 Retaining Other Consultants. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

5.11 Accuracy. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services.

5.12 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee agreements exceeding One Hundred Fifty Thousand Dollars (\$150,000), the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the agreement. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

5.13 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

5.14 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in

excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.15 Prohibition Against Contingent Fees. CONSULTANT warrants that they have 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 they have 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 other consideration contingent upon or resulting from the award or making of this Agreement.

5.16. Right to Audit. The County reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. CONSULTANT shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

5.17 Public Records / Copyrights

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility.

B. Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the its best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation. This specifically applies to the curriculum and training reference materials.

Article 6. General Conditions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

6.2 Neither Party may assign any rights or obligations under this Agreement or any claim arising out of the performance of this Agreement to any other party unless specific written permission from the other party is obtained.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 During the term of this Agreement CONSULTANT assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against CONSULTANT employees or applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.8 CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

6.9 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.10 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:

J. Dwayne Darbonne, P.E.
Vice President
225 East Robinson Street, Suite 490
Orlando, Florida 32801

If to COUNTY:

County Manager
Lake County Administration Building
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail, notice of election to change such address.

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

7.2 This Agreement contains the following Exhibits:

Exhibit A	Fee Schedule
Exhibit B	Scope of Services
Exhibit C	Project Schedule

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the 7 day of April, 2009 and by CONSULTANT through duly authorized representative.

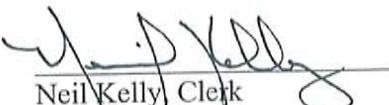
CONSULTANT

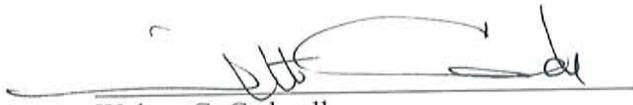
T.Y LIN INTERNATIONAL
Name: J.P. Duque Larbome
Title: Vice President

COUNTY

ATTEST:

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS


Neil Kelly, Clerk
of the Board of County
Commissioners of Lake
County, Florida


Welton G. Cadwell
Chairman

This 8th day of April, 2009.

Approved as to form and legality:

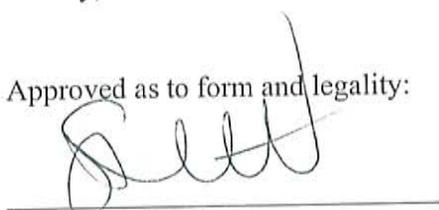

Sanford A. Minkoff
County Attorney

EXHIBIT A

Name of Project: North Hancock Road Segment A
Client: Lake County

Prime Consultant: T.Y. Lin International
Sub Consultant No.1 / Role: Analyze Engineering (AE) / Geotechnical Engineering
Sub Consultant No. 2 / Role: BESH / Utility Coordination
 BESH / Office Survey Work
 BESH / Field Survey Work
 BESH / Parcel Sketches, Descriptions and Title Searches
 LPG / Environmental Permitting
 Edwin Barfield / Right of Way Acquisition Support

Sub Consultant No. 3 / Role: BESH / Parcel Sketches, Descriptions and Title Searches
Sub Consultant No. 4 / Role: LPG / Environmental Permitting
 Edwin Barfield / Right of Way Acquisition Support

Date: 5-MAR-09
Version: 4.0

Work Items	Total Staff Hours From "SH Summary - Firm"	Project Manager	Project Engineer	Engineer	Assistant Engineer	Senior CADD Technician	Public Awareness Support	SH By	Salary Cost By	Average Rate Per Task
1. Project General Tasks	250	\$145,000	\$150,000	\$125,000	\$78,000	\$45,000	\$50,000	250	\$30,312.50	\$121.25
2. Public Involvement	330	188	0	0	0	0	63	330	\$39,976.13	\$121.25
3. Roadway Design Analysis	972	247	0	0	0	0	82	972	\$112,752.00	\$116.00
4. Roadway Plans	1,404	49	486	0	437	0	0	1,404	\$132,640.20	\$94.50
5. Drainage Analysis	436	70	421	70	421	0	0	436	\$56,680.00	\$130.00
6. Utility Coordination	0	0	0	0	0	0	0	0	\$0.00	N/A
7. Environmental Permits	0	0	0	0	0	0	0	0	\$0.00	N/A
8. Signing and Pavement Marking Plans	262	13	79	0	105	66	0	262	\$24,497.00	\$93.50
9. Signalization Plans	233	12	70	0	93	58	0	233	\$21,785.50	\$93.50
10. Retaining Walls (Optional)	0	0	0	0	0	0	0	0	\$0.00	N/A
11. Office Survey Work	0	0	0	0	0	0	0	0	\$0.00	N/A
12. Survey Field Work	0	0	0	0	0	0	0	0	\$0.00	N/A
13. Parcel Sketches and Descriptions	0	0	0	0	0	0	0	0	\$0.00	N/A
14. Replot Big Sky Parcels (Not in Scope)	0	0	0	0	0	0	0	0	\$0.00	N/A
15. Right of Way Acquisition Services	0	0	0	0	0	0	0	0	\$0.00	N/A
16. Geotechnical	0	0	0	0	0	0	0	0	\$0.00	N/A
17. Plans Update Services (Optional)	0	0	0	0	0	0	0	0	\$0.00	N/A
18. Post Design Services (Optional)	0	0	0	0	0	0	0	0	\$0.00	N/A
19. Construction Engineering Insp. (Optional)	0	0	0	0	0	0	0	0	\$0.00	N/A
20. Expert Testimony (Optional)	0	0	0	0	0	0	0	0	\$0.00	N/A
Total Staff Hours	3,886	578	1,143	419	1,056	545	145	3,886	\$418,643.33	\$111.89
Total Staff Cost	\$83,854.23	\$171,417.00	\$52,372.50	\$79,236.00	\$24,517.35	\$7,246.25				

Prime Consultant: T.Y. Lin International
 SALARY RELATED COSTS: \$418,643.33
 EXPENSES: \$14,994.67
 3.58%

Sub Total
 Sub Consultant No. 1 / Role: Analyze Engineering (AE) / Geotechnical Engineering \$29,920.00 5%
 Sub Consultant No. 2 / Role: BESH / Utility Coordination \$100,105.00 17%
 BESH / Office Survey Work 0%
 BESH / Field Survey Work 0%
 BESH / Parcel Sketches, Descriptions and Title Searches 0%
 Sub Consultant No. 3 / Role: LPG / Environmental Permitting \$20,962.00 3%
 Sub Consultant No. 4 / Role: Edwin Barfield / Right of Way Acquisition Support \$15,375.00 3%
Sub Consultant Fee **\$166,362.00** **28%**
Grand Total Fee **\$600,000.00**

EXHIBIT B

Scope of Services - Final Engineering Design North Hancock Road Segment A

PURPOSE

The purpose of this DOCUMENT is to describe the scope of work and responsibilities required for Final Design Services and preparation of Construction Plans, Permits, and Parcel Sketches for the referenced project. This document is referred to henceforth as the SCOPE. A fee sheet summarizing the fees associated with the work effort identified in this document is attached as **EXHIBIT A**. A preliminary Project Schedule is attached as **EXHIBIT C**.

LAKE COUNTY (**COUNTY**) will provide contract administration, over sight management and technical reviews of services associated with this project.

T.Y. LIN INTERNATIONAL (**CONSULTANT**) shall provide final engineering design and construction plan preparation for the above referenced project. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the **CONSULTANT** unless otherwise expressly stated as the responsibility of others.

The **CONSULTANT** shall perform the required engineering services utilizing the applicable data collected and concept plans illustrated in the **North Hancock Road Segment A - PD&E Study** as approved by Lake County Public Works.

The design shall be prepared in accordance with the State of Florida Manual of Uniform Standards for Design, Construction, and Maintenance for Streets and Highways (Florida Green Book). Plans shall be accurate, legible and complete using the Florida Department of Transportation (FDOT) Roadway Plans Preparation Manual and the FDOT Design Standards latest English Units edition, as a guide to the preparation of the plan and modified as noted herein this document.

PROJECT DESCRIPTION

The **CONSULTANT** shall investigate the status of the project and become familiar with concepts and commitments (typical sections, alignments, etc.) developed from the Preliminary Engineering Report. The **CONSULTANT** shall use the approved concepts as a basis for the design unless otherwise directed by the **COUNTY**. The project extends from just south of the existing N. Hancock Road / CR 50 intersection to a point north of Fosgate Road or approximately 1.4 miles. Also included are approximately 0.25 miles of CR 50 realignment and 0.25 miles of improvements along Jim Hunt Road. New signalization is proposed at the CR 50 intersections and a signal warrant study at Fosgate Road.

The tasks included in this **SCOPE** can be generally grouped into the following primary categories:

Tasks	Responsibility
1. Project General Tasks	T.Y. Lin International
2. Public Involvement	T.Y. Lin International
3. Roadway Design Analysis	T.Y. Lin International
4. Roadway Plans	T.Y. Lin International
5. Drainage Analysis	T.Y. Lin International
6. Utility Coordination	BESH
7. Environmental Permits	LPG
8. Signing and Pavement Marking Plans	T.Y. Lin International
9. Signalization Plans	T.Y. Lin International
10. Retaining Walls (Optional)	T.Y. Lin International
11. Office Survey Work	BESH
12. Survey Field Work	BESH
13. Parcel Sketches and Descriptions	BESH
14. Replat Big Sky Parcels (Not in Scope)	BESH
15. Right of Way Acquisition Services	Ed Barfield
16. Geotechnical	Andreyev Engineering
17. Plans Update Services (Optional)	To be Negotiated
18. Post Design Services (Optional)	To be Negotiated
19. Construction Engineering Insp. (Optional)	To be Negotiated
20. Expert Testimony (Optional)	To be Negotiated

The staff hour estimate for Tasks 1 through 16 is included in this SCOPE, except for Task 14, which was removed by Lake County during the February 27, 2009 scope negotiation meeting. The effort associated with Tasks 10, 17, 18, 19 and 20 are noted as Optional Services that will be negotiated during a later phase of the project development.

Task 1 General Tasks and Administration

The following subtasks are associated with the General Tasks and Administration.

Task No.	Task	Units	No of Units	Hours / Unit	Total Hours	Comments
1.1	Contract Maintenance	Months	1	76	76	Contract maintenance: 28 initial setup + 4 hrs x 12 months = 76.
1.2	Project Management	Months	12	3	36	Project Schedule Development submitted to Lake at NTP, Update Schedule and Progress Reports.
1.3	Progress Meetings	Months	12	3	36	Monthly meetings (9) through 2009 and 3 meetings in 2010.
1.4	Specifications Package Preparation	LS	1	16	16	Use FDOT Standard Specifications.
1.5	Engineering Sketches in Support for Legal Descriptions and Parcel Sketches	EA	43	2	86	Effort includes developing the engineering requirements so that the surveyor can prepare legal descriptions and parcel sketches for each parcel needed for acquisition. The signed and sealed final Parcel Sketches and Legal Descriptions shall be submitted
1.6	Notification Letter to and Coordination with Property Owners	EA	0	0	0	CONSULTANT shall meet with the identified (20) property owners to discuss the need for their property on this project. Effort includes sending out letters and engineering sketches to all impacted property owners in an effort to request a meeting, prior to data collection activities. See Ed Barfield's Estimate for this work.
1.7	Minimization of Compensable Impacts	EA	0	0	0	NIC; It is not anticipated that the properties impacted from this project will be cured. If properties need to be cured, it will be done on a case by case basis and by supplementing this SCOPE
Task 1 - General Tasks and Admin. Total					250	

Deliverables

Work to be completed under this section by the **CONSULTANT** shall require the following items to be delivered and accepted by the **COUNTY**:

- Contract Files
- Project Schedule
- Progress Meeting Notes
- Specification Package
- Engineering Sketches in Support of Parcel Sketches
- Notification Letters and Coordination with Property Owners - Ed Barfield will support the project manager in Task 15 by following up the initial letter sent by the design team.

Task 2 Public Awareness

The following subtasks are associated with the Public Awareness.

Task No.	Task	Units	No. of Units	Hours / Unit	Hours	Comments
2.1	Public Involvement Program	Months	1	12	12	Develop PIP program
2.2	Public Involvement Data Collection	Months	12	2	24	Update Data Collection from PD&E Study
2.3	Scheduled Public Meetings					
	<i>Initial Public Meeting</i>					
	Set Up	EA	3 staff	8	24	Preparation for the Public Meeting
	Participation and notes	EA	3 staff	4	12	Participation at the Public Meeting
	<i>Alignment Meeting</i>					
	Set up	EA	3 staff	8	24	Preparation for the Public Meeting
	Participation and notes	EA	3 staff	4	12	Participation at the Public Meeting
	<i>City Council Meetings</i>					<i>Clermont and Minneola</i>
	Set up	EA	2 staff	16	32	Preparation for the City Council Meeting(s)
	Participation and notes	EA	2 staff	4	8	Participation at the Public Meeting
	<i>Small Group Meetings</i>					
	Set Up	EA	2 staff	4	8	Preparation for the Small Group Meeting
	Participation	EA	8	8	64	Assume 2 meeting with each of the HOA's identified in the PD&E Study within the project limits.
	<i>Lake County Board of Commissioners</i>					
	Set up	EA	2 staff	4	8	Preparation for the Public Meeting.
	Participation and notes	EA	2 staff	2	4	Participation at the Public Meeting
	<i>Additional Public Involvement Preparation</i>					
2.4	Mailing Lists	EA	1	8	8	Append mailing list in the PD&E Study.
2.5	News Letters, Preparation / Distribution	EA	1	18	18	Initial Newsletter (6 hrs) + 3 updates x (4 hrs / update) = 18 hrs
2.6	Web Site Development	EA	1	16	16	Will activate after impacted property owner meetings, but prior to the Initial Public Meeting.

2.7	Web Site Maintenance	EA	4	4	16	Update every 3 months for 12 months.
2.8	Power Point Presentation	EA	3	8	24	Time for preparation of 3 PP presentations, including supporting graphics for public meetings.
Public Involvement Subtotal					314	
2.9	Quality Assurance	LS	%	5%	16	Effort includes the Quality Assurance review of internal and subconsultant effort.
Task 2 - Public Involvement Subtotal					330	

Deliverables

Work to be completed under this section by the **CONSULTANT** shall require the following items to be delivered and accepted by the **COUNTY**:

- Adhere to Lake County Public Meeting Checklist
- Public Meetings
- Agency Meetings
- Small Group Meetings
- Mailing List
- Newsletters
- Web Site Development
- Web Site Maintenance
- Power Point Presentations

Task 3 Roadway Design Analysis

The **CONSULTANT** shall finalize the horizontal and vertical alignment for the project using the design standards and criteria that are consistent with the alignment and typical sections as described in the North Hancock Road Segment A PER. Modifications to the approved criteria and alignment will be approved by Lake County prior to proceeding with the next phase of project development.

Task No.	Task	Units	No. of Units	Hours / Unit	Total Hours	Comments
3.1	Typical Section Package	LS	6	4	24	All work required to develop and obtain approval of the typical section package according to the Plans Preparation Manual. Also includes any modification received from reviews. Assume 6 typical sections: 1) N. Hancock Rd (South); 2) CR 50 (North); 3) CR 50 (South); 4) N. Hancock (Central); 5) Jim Hunt Road; 6) N. Hancock Road (North).

3.2	Pavement Design Package	LS	1	20	20	Includes pavement type selection and all necessary coordination to resolve issues related to pavement design when provided by the Department. Initial set-up includes collecting all data necessary for entire project limits. LS = 4 hrs (N. Hancock Road Resurfacing) + 4 hrs. (N. Hancock Road Reconstruction) + 4 hrs (CR 50 South) + 4 hrs (CR 50 North) + 4 hrs (Jim Hunt Road) = 20 hrs.
3.3	Access Management	LS	1	16	16	Includes all efforts required to determine location and types of median opening modifications and driveway connection spacing. This also includes any Access Management Report, research for permitted/un-permitted driveways, letters to adjacent property owners, any preparation required for related meetings. (Attendance at meetings is included under Technical Coordination Meetings). LS = 16 hours per divided roadway mile
3.4	Horizontal /Vertical Master Design Files	LS	1	160	160	All efforts required for establishing the master design files for the horizontal and vertical geometry, drainage structure features, utilities (including conflict location identification and adjustments), etc. This includes all work to create elements showing the alignment for both horizontal and vertical geometries in plan and profile portion of plan sheets. Includes efforts required to place labels and required information in accordance with the departments CADD manual and Plans Preparation Manuals in master design file. Also includes all engineering work for designing and analyzing elements required for the plan/profile geometries including horizontal/vertical alignments, back of sidewalk profiles, intersection layouts, curb return profiles, ramp profiles, utilities, etc. Project Length based on presentation board, Sta. 190+50 to Sta. 262+50; LS (Lower Range Project) = 160 hrs.
3.5	Cross Section Design Files	LS	1	160	160	Includes all work required to establish and develop cross section design files in accordance with the Department CADD manuals. Includes the work required to establish and utilize intelligent/automated methods for creating cross sections including determining the locations for which all cross sections will be shown, creating pattern line file, .tin file, .dat file, input files, criteria files, cross section .dgn files, cross section refinement (non-automated modification), placement of utilities, soil boxes, R/W lines, earthwork calculations, etc. (Include hours for creating the .dat or .tin files. When these files are provided by the surveyor, the hours should be reduced.) (LS based on 50 ft cross section spacing = 2.0 mile x 80 hrs. = 160 hrs.

3.6	Traffic Control Analysis	LS	1	80	80	Includes all work necessary to develop a TCP concept in accordance with Plans Preparation Manual. Includes determining overall phase planning (concept), lane closure analysis, detours, diversions, temporary drainage, temporary signals, (including temporary analysis), retaining walls, and temporary pavement. LS based on all work necessary to develop a TCP concept in accordance to the Plans Preparation Manual as follows: (Level II) Includes analysis for determining overall phase planning (concept), lane closure analysis, detours, diversions, and creating any miscellaneous traffic control sheets (general notes, minor details, typical sections, and quantities). Temporary Signalization: Analysis for any temporary signalization. Structural analysis not included. This may include adjustment of signal heads on existing poles/strain wire or new temporarily installed signals including development of any sheets or details when no other signalization work is included on the project. This effort shall be included in the signalization plans activity when there are other signalization efforts included on the project.
3.7	Master TCP Design Files	LS	1	160	160	Develop master TCP files showing each phase of the Traffic Control Plan. Includes all details associated with lane configurations, temporary pavement, signing and pavement markings, temporary curb placement and work zone barriers. LS = 40 hours / mile per phase x 1.9 miles x 2 phases = 160 hrs.
3.8	Design Variations and Exceptions	LS	1	0	0	Includes all data collection, analysis, and preparation to submit for approval as required by the Chapter 23 of the Plans Preparation Manual and Florida Green Book. Design variations are not anticipated.
3.9	Design Report	LS	1	32	32	Includes all work necessary to describe project requirements and design criteria to be used for project.
3.10	Computation Quantities	LS	1	32	32	Includes all work required to determine the quantities for placement in the computation book or to be included on the various summary of quantities sheets, all efforts required to develop the computation book and the supporting documentation.
3.11	Cost Estimate	LS	4	16	64	Reviewing Departments LRE, preparing an initial cost estimate, and updating as necessary. Engineers Estimate = 24 hrs / Phase Submittal x 5 Phase Submissions (15% / 30% / 60% / 90% / Final)
Roadway Analysis Technical Subtotal					748	

3.12	Field Reviews	LS	5	8	40	Includes travel time for trips to field to obtain data necessary for design. Included for roadway, TCP, Access Management and all other roadway design related field reviews. Excludes Project Manager hours. LS = 2 engineers x 5 reviews (15% / 30% / 60% / 90% / Final) x 4 hrs = 40 hrs.
3.13	Technical Meetings	LS			88	See below, for meeting descriptions.
3.14	Quality Assurance/Quality Control	LS	%	5%	37	Includes producing and implementation of QA/QC plan. Also includes Sub-consultant review, response to comments and any resolution meetings if required, assembly of plans for submittals for reviews.
3.15	Supervision	LS	%	5%	37	Includes all effort required to supervise all technical design analysis.
Roadway Analysis Nontechnical Subtotal					202	
3.16	Coordination	LS	%	3%	22	Includes all efforts to coordinate with all disciplines of the project team, including subconsultants, to produce a final set of construction documents.
3. Roadway Analysis Total					972	

Technical Meetings

Typical Section	EA	1	4	4
Access Management	EA	1	4	4
School Board	EA	1	4	4
City of Clermont and Minneola	EA	2	4	8
Subtotal Technical Meetings				20
Progress Meetings	EA	12	4	48
Phase Review Meetings	EA	5	4	20
Total Meetings				88

Deliverables

Work to be completed under this section by the **CONSULTANT** shall require the following items to be delivered and accepted by the **COUNTY**:

Typical Section Package
 Design Report
 Computation Book
 Cost Estimate

Task 4 Roadway Plans

The CONSULTANT shall prepare a bid package that includes construction plans and specifications for the project with sufficient information to allow for construction and permitting. These plans are for the use of the Contractor to bid and build the project and for COUNTY to ensure the project is built as designed in accordance with specifications.

Task No.	Task	Units	No. of Units	Hours / Unit	Total Hours	Comments
4.1	Key Sheet	Sheet	1	6	6	Use Lake County Key Sheet
4.2	Summary of Pay Items - Including Quantity Input	Sheet	1	12	12	Includes initial CES input at Phase II and all subsequent updates. If required by the district, includes preparation of quantity input data sheets for use by the district in inputting CES. Low end of range used on projects with fewer items.
4.3	Drainage Map	Sheet	3	24	72	Includes all work required for development and production of drainage map. No. of sheets = $(1.9 \text{ miles} \times 5280/\text{mile}) / (15" \times 200 \text{ scale}) = 3 \text{ sheets}$
4.4	Typical Section Sheets	Sheet	3	12	36	Based on 2 typical sections per sheet.
4.5	General Notes/Pay Item Notes	Sheet	1	8	8	Includes notes to reviewers.
4.6	Summary of Quantities	Sheet	1	16	16	CADD production work necessary to complete sheets, does not include the effort required to quantity take-offs.
4.7	Summary of Drainage Structures	Sheet	3	24	72	Drainage Structures = $2.0 \text{ miles} \times 5280 \text{ lf} / 300 \text{ lf} \times 2 \text{ structures} + 15\% = 80 \text{ structures}$.
4.8	Plan/Profile Sheet	Sheet	18	8	144	Includes minor sheet labeling not included in the Master Design File. Sheet Count = $[1.4 \text{ miles (N. Hancock)} + 0.5 \text{ miles (side streets)}] \times 5280/\text{mile} / (40 \text{ scale} \times 15" \text{ width}) = 16.72 \text{ sheets}$, say 18 sheets.
4.10	Back of Sidewalk Profile Sheet	Sheet	24	4	96	Includes work for developing sheet and CADD work, 1.4 miles (N. Hancock - 12 sheets) x 2 sides of the roadway.
4.11	Intersection Layout Details	Sheet	3	12	36	Includes work for developing sheet and CADD work. Includes CR 50 (South), CR 50 (North) and Foxtrot Ave.
4.12	Miscellaneous Detail Sheets	Sheet	2	16	32	Includes work for developing details and CADD work associated with trail crossings.
4.13	Drainage Structure Sheet (Per Structure)	EA	80	2	160	Includes work for developing cross sections at each drainage structure.

4.14	Miscellaneous Drainage Detail Sheets	Sheet	3	16	48	Includes work for developing details and CADD work for control structures in 3 ponds.
4.16	Retention/Detention Ponds Detail Sheet	Sheet	3	32	96	Includes work for developing pond geometrics, details and CADD work. Assumes one pond per sheet. Determination of pond volumes is included in Drainage Analysis activity.
4.17	Retention Pond Typical Sections	EA	3	8	24	Includes minor labeling and modifications to sections.
4.18	Roadway Soil Survey Sheet	Sheet	1	2	2	Sheet provided by Geotechnical discipline.
4.19	Cross Sections	EA	200	0.75	150	Includes minor labeling and modifications to sections. LS = 1.9 miles * 5280 lf / cross sections on 50' centers = 200 sections.
4.20	Traffic Control Plan Sheets	Sheet	3	12	36	TCP sheets include General Notes (1) + Phase Notes (2).
4.21	Traffic Control Cross Section Sheets	EA	24	1	24	Includes minor labeling and modifications to sections. Frontage roads and Collector Distributor add 1/2 mile per mainline mile per side at a reduced mile rate dependant on complexity of frontage or collector distributor. LS = 8 cross sections x 3 phases = 24 sections
4.22	Traffic Control Detail Sheets	Sheet	12	12	144	Includes work for developing details and CADD work. Includes TCP plan detail sheets (40 scale).
4.23	Utility Adjustment Sheets	Sheet	0	0	0	See BESH Estimate for this item.
4.24	Selective Clearing and Grubbing	Sheet	1	12	12	
4.25	Erosion Control Plan	Sheet	18	2	36	Includes work for developing details and CADD work. Screen the plan sheets and locate erosion control devices on sheets.
4.26	SWPPP	Sheet	3	4	12	Screen mainline plan sheets
4.27	Project Control Network Sheet	Sheet	1	2	2	One hour if sheet to be furnished by survey.
4.28	Utility Verification Sheet (SUE Data)	Sheet	1	0	0	See BESH Estimate for this item.
Roadway Plans Technical Subtotal					1276	
4.29	Quality Assurance/Quality Control	LS	5%	%	64	Includes producing and implementation of QA/QC plan. Also includes Sub-consultant review, response to comments and any resolution meetings if required, assembly of plans for submittals for reviews.
4.30	Supervision	LS	5%	%	64	Includes all effort required to supervise and coordinate plans production and Sub-consultant coordination.
4. Roadway Plans Total					1404	

Deliverables

Work to be completed under this section by the **CONSULTANT** shall require the following items to be delivered and accepted by the **COUNTY**:

Deliverable at the 15% design submittal level:

One (1) signed and sealed survey shall be provided to the County for review.

All reproduced/plotted survey plans will have a scale tolerance of $\pm 0.2\%$

Deliverables at the 30% design submittal level:

Three (3) signed and sealed hard copies of the approved final project survey and a CD with **both** AutoCAD format and PDF format of the submitted survey plans on it

All reproduced/plotted survey plans will have a scale tolerance of $\pm 0.2\%$

A letter from the Consultant to the County stating **all** permits or "exemption letters" that will be required for the project and what agency they will be sought from

A letter from the Consultant to the County stating **all** warrants and studies that will be conducted by the Consultant

The results from the initial threatened and endangered species survey

The results from the phase one environmental survey

The results from the wetlands delineation study

Submitted plans will include "line and grade" plan view and:

Exceed the construction boundaries by 100 feet running along the center line of travel way

Include a cover page acceptable to the County

Include County typical sections

Include County general notes pages

Show centerline of proposed roadway as the baseline of project

Show stationing

Show existing signage and pavement striping [on additional sheet(s) if necessary for legibility]

Show existing conditions including but not limited to grades, signalization, right-of-way, property lines, parcels, trees, driveways, fences, gates, utilities

Show proposed edge of pavement and proposed right-of-way

All reproduced/plotted design plans will have a scale tolerance of $\pm 0.2\%$

Submittal will include three (3) sets of review plans on 11" x 17" paper to proper legible scale, and a CD with **both** AutoCAD format and PDF format of the submitted plans on it

A copy of the submitted plans will also be sent to **all** utilities by the Consultant within the limits of the project for "red - brown - green" markup

Deliverables at the 60% design submittal level:

A copy of **any and all** permit plans, permit package including calculations that will be submitted to permitting agencies, **or** copy of a letter of "request for exemption" from needing a permit that will be sent to the permitting agency.

One (1) copy of signed and sealed Right of Way Maps showing existing and proposed right of way shall be provided for review.

Three (3) signed and sealed copies of the geotechnical report

Submitted plans will include all relevant items listed under the 30% submittal and:

All corrections made to the 30% reviewed plans addressing the comments made by the County

Any problem areas that may exist with utilities noted on the plans

Plan views, profile views, and cross section views (cross section interval and locations to be set by the County)

Cross section view to be shown at **all** driveway locations

Show proposed stormwater management system

Show stormwater erosion control plan

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Show the relevant geotechnical information

Show proposed MOT plan

Show location of listed species

All proposed signing, pavement marking, and signalization plans

All reproduced/plotted design plans will have a scale tolerance of $\pm 0.2\%$

Copies of any correspondence between a utility and the Consultant shall be provided to the County
Submittal will include three (3) sets of review plans on 11" x 17" paper to proper legible scale, and a CD with **both** AutoCAD format and PDF format of the submitted plans on it

In **both** AutoCAD and PDF format, the 30% plan submittal "red – brown – green" markups from **all** utilities within the limits of the project added to the submittal CD listed above

Deliverables at the 90% design submittal level:

A copy of **all** needed **approved** permits or copy of **all** "exemption from needing permit" letters for the project **approved** by the permitting agency

A copy of the submitted plans will also be send to **all** utilities by the Consultant within the limits of the project for final "red – brown – green" markup

Submitted plans will include all relevant items listed under the 60% submittal and:

All corrections made to the 60% reviewed plans addressing the comments made by the County

Three (3) signed and sealed copies of the signal warrant [if applicable]

Three (3) signed and sealed copies of the no passing zone study [if applicable]

All reproduced/plotted design plans will have a scale tolerance of $\pm 0.2\%$

Submittal will include three (3) sets of review plans on 11" x 17" paper to proper legible scale, and a CD with **both** AutoCAD format and PDF format of the submitted plans on it

Three (3) approved final signed and sealed hard copies of the Right of Way Maps, and an electronic file in **both** AutoCAD format and PDF format, shall be provided to the County

Deliverables at the 100% design submittal level:

Submitted plans will include all relevant items listed under the 90% submittal and:

All corrections made to the 90% reviewed plans addressing the comments made by the County

Any problem areas that may exist with utilities noted on the plans

Five (5) signed and sealed sketches and legals will be presented to the County by the Consultant of **each** parcel required for acquisition by the County for the project

All reproduced/plotted design plans will have a scale tolerance of $\pm 0.2\%$

Submittal will include three (3) sets of review plans on 11" x 17" paper to proper legible scale, and a CD with **both** AutoCAD format and PDF format of the submitted plans on it

In **both** AutoCAD and PDF format, the 90% plan submittal "red – brown – green" markups from **all** utilities within the limits of the project added to the submittal CD listed above

Deliverables at the Final submittal level:

40 final design plan sets for bid package use

40 copies each of **any and all** project permits

40 copies each of **any and all** project permit "exemption letters"

40 copies each of **any and all** geotechnical reports

40 copies each of **any and all** environmental reports

Four (4) signed and sealed project design plan record sets and a CD with **both** AutoCAD format and PDF format of the submitted plans on it

All reproduced/plotted design plans will have a scale tolerance of $\pm 0.2\%$

Task 5 Drainage Analysis

The CONSULTANT shall finalize the design of the drainage and stormwater management systems. Documentation developed for the project and submitted to the COUNTY with brief descriptions of the basins.

Task No.	Task	Units	No of Units	Hours / Unit	Total Hours	Comments
5.1	Pond Siting Analysis and Report	Per Basin	3	15	45	Update to existing PSR
5.2	Design of Cross Drains	EA	2	8	16	To convey offsite in basin H and I
5.3	Design of Outfalls	EA	1	8	8	Pond I outfall
5.4	Design of Stormwater Management Facility (Offsite Pond)	EA	3	40	120	Pond J (or Skyridge), new Pond I, Big Sky Pond
5.5	Design of Storm Drains	EA	80	1.5	120	Design of 80 drainage structures.
5.6	Drainage Design Documentation Report	LS	1	32	32	Drainage calculations included in the drainage narrative.
5.7	Complete And Submit All Required Permit Applications	LS	1	144	144	New permit for Hancock Road (64 hrs) + Administrative permit modification for Bridger Estates and Turkey Farms Rd (16 hrs) + Permit Modifications for Big Sky and Skyridge (32 hrs each)
Drainage Analysis Technical Subtotal					341	
5.8	Field Reviews	LS	2	4	8	2 meetings, 1 engineer
5.9	Technical Meetings	LS	1	32	32	Meetings = progress meetings (4), agency (2), technical (2) = 8 meetings x 1 person x 4 hrs. = 32 hrs.
5.10	Quality Assurance/Quality Control	LS	%	5%	17	Includes producing and implementation of QA/QC plan. Also includes Sub-consultant review, response to comments and any resolution meetings if required, assembly of plans for submittals for reviews.
5.11	Supervision	LS	%	5%	17	Includes all effort required to supervise and coordinate plans production and Sub-consultant coordination.
Drainage Analysis Nontechnical Subtotal					74	
5.12	Coordination	LS	%	5%	21	Includes all efforts to coordinate with all disciplines of the project team, including subconsultants, to produce a final set of construction documents.
5. Drainage Analysis Total					436	

Deliverables Work to be completed under this section by the **CONSULTANT** shall require the following items to be delivered and accepted by the **COUNTY**:

Drainage Design Documentation Report
 Pond Siting Report
 Probable construction cost estimates (60%, 90% and 100% stages)

Task 6 Utility Coordination

The **CONSULTANT** shall coordinate with all affected utility providers within the project limits by furnishing plans at the 60%, 90%, 100%, and final review stages to the utilities for review, confirmation of utility location and relocation progress. The development of the roadway plans shall incorporate and consider the input provided by each affected utility.

Task No.	TASK	Units	No of Units	Hours / Unit	Total Hours	Comments
6.1	Kickoff Meeting	LS	2	2.5	5	Lake County Kickoff Meeting
6.2	Identify Existing Utility Companies	LS	6	2	12	City of Minneola, Progress Energy, Comcast, Brighthouse, Embarq, Lake Apopka Gas
6.3	Make Utility Contacts	LS	6	2	12	1 hr per contact x 2 contacts (15% and 30%)
6.4	Progress Energy Transmission Easement Coord.	LS	2	4	8	Coord. W/Progress Energy on Transmission Line Easement
6.5	Preliminary Utility Meeting	LS	5	7	35	2 hrs prep + 1 hr travel + 2 hr meeting + 2 hrs minutes
6.6	Individual/Field Meetings	LS	5	4	20	1 hr prep + 1 hr travel + 1 hr meeting + 1 hr minutes
6.7	Collect and Review Plans and Data from Utilities	LS	5	4	20	Gathering all existing information and reviewing.
6.8	Coordination of Progress Energy Easements	LS	2	10	20	Progress Energy Easement Encroachment Application
6.9	Utility Design Meeting	LS	10	1	10	Status Update Meetings, In-House
6.10	Review Utility Markups, Work Schedules, Processing of Schedules and Agreements	LS	1	20	20	Coordinating existing utilities w/preliminary layout.

6.11	Utility Coordination / Follow-up	LS	5	4	20	Contacting each utility company w/preliminary plans for review and input.
6.12	Utility Adjustment Sheets	Sheet	18	7	126	Includes development of the master utility file and sheet clean up. Consider the number of utilities and the complexity of the project.
6.13	Utility Verification Sheet (SUE Data)	Sheet	1	12	12	Included for placing Subsurface Utility Exploration (SUE) Data in summary tables. Modifications required in the master design files are included in the roadway master design file staff hours.
6.14	Contract Plans to Utility Companies	LS	5	2	10	Submittal of Final Plans to Utility Companies
6.15	Certification/Close-out	LS	2	20	40	Finalizing Project, Certification
6. Utilities Total					370	

Identify all the existing utility facilities and utility owners, make contact with all the existing utility owners, obtain copies of any existing utility agreements and/or easements within the proposed right-of-way, and obtain all information in regards to the Progress Energy Transmission Easement along the project corridor.

Meet with each of the six (6) utility companies to obtain record drawings of each utility within the design corridor, upon completion of preliminary layout for the project, conduct one (1) meeting with each utility to identify any conflicts, coordinate with each utility to provide utility adjustment plans and details, proceed with Progress Energy Easement Encroachment Application.

Provide utility conflict resolution design plans for relocation of existing utilities, coordinate with each utility provider on work schedules for relocation and estimated costs associated with the utility adjustments and potential cost to Lake County for participation in utility relocation, provide final utility plans and details for the above described utility adjustments, follow up with each utility provider to ensure preparation of a physical construction schedule and funding, provide construction administration services to ensure that utility relocations are proceeding as established within construction plans and scheduling, provide certification that relocations and utility adjustments were performed per approved final construction plans.

Deliverables; Work to be completed under this section by the **CONSULTANT** shall require the following items to be delivered and accepted by the **COUNTY**:

- 60% Plans and Documentation (11" x 17" plans)
- 90% Plans and Documentation (11" x 17" plans)
- 100% Plans, Permits and Specifications (11" x 17" plans)
- Full size, 24" x 36", plans are likely to be requested by the COUNTY, in advance of the reviews.
- Electronic files delivered in pdf format and in ACAD format
- Signed and sealed originals as requested by the COUNTY

Task 7 Environmental Permitting

The CONSULTANT will prepare applications and other submittals and provide environmental services necessary to obtain environmental permits including SJRWMD Environmental Resource Permits, FDOT connection permits, and FDEP permits for water and sewer adjustments (NIC), NPDES / SWPPP permit package. The CONSULTANT will be responsible for preparing and submitting the ERP application to SJRWMD. The COUNTY will be the applicant and will pay for all permit application fees.

Task No.	TASK	Units	No of Units	Hours / Unit	Total Hours	Comments
7.1	Preliminary Project Research	LS	1	8	8	Collect and review existing data including PD&E studies, available natural resource mapping data, USFWS, FFWCC, and FNAI databases. Review Florida Master File.
7.2	Complete Permit Involvement Form	LS	1	4	4	Prepare Memo Report outlining environmental permit requirements
7.3	Establish Wetland Jurisdictional Lines and Assessments	LS	1	2	2	Establish wetland line on Lake Paterson
7.4	Agency Verification of Wetland Data	LS	1	2	2	Agency Review of Wetland Line
7.5	Complete and Submit All Required Permit Applications	LS	1	100	100	Prepare environmental portions of Environmental Resource Permit (ERP) application for use by Project Engineer for submittal to the SJRWMD. Includes responding to Request for Additional Information (RAI). Prepare Habitat Conservation Plans and Section 10 Incidental Permit Application for Sand Skinks for USFWS and FFWCC. Prepare "No Adverse Effect" Letter for Scrub Jays for USFWS and FFWCC. Prepare Gopher Tortoise Relocation Application for FFWCC.
7.6	Prepare Dredge and Fill Sketches	LS	1	0	0	No Wetlands Impacts
7.7	Prepare Tree Permit Information	LS	1	4	4	Prepare Lake County Tree Removal Permit Application

7.8	Mitigation Coordination and Meetings	LS	2	4	8	Coordination with USFWS and FFWCC for mitigation for Sand Skink impacts. Includes one meeting with USFWS and one meeting with FFWCC
7.9	Mitigation Design	LS	1	8	8	Develop mitigation alternatives including design and cost analysis for Sand Skinks
7.10	Environmental Clearances and Technical Support					
	Archaeological and Historical Features	LS	1	4	4	Coordination with SHPO
	Wetland Impact Analysis	LS	1	0	0	No Wetlands Impacts
	Wildlife and Habitat Impact Analysis	LS	1	8	8	Provide summary of survey results and recommendations
	Section 10 Consultation	LS	1	8	8	Coordinate with USFWS on survey results and HCP
7.11	Environmental Clearances and Reevaluations					
	Archaeological and Historical Features		1	8	8	Assumes that previous PD&E study sufficient in field review. This task will be to verify and update previous study. Summary report on impacts to significant historic and archaeological resources.
	Phase I ESA for corridor and ponds		1	0	16	Conduct Phase I ESA for Corridor and Ponds
	Wildlife and Habitat Impact Analysis		1	60	60	Prepare Land Use and Cover Map. Conduct 100% gopher tortoise survey of project area. Conduct 5-day Florida scrub jay vocalization survey.
Environmental Technical Subtotal					240	
7.12	Coordination	LS	%	10%	24	Effort to coordinate with Prime Consultant and Lake County.
Task 7 - Environmental Permits					264	

Deliverables Work to be completed under this section by the **CONSULTANT** shall require the following items to be delivered and accepted by the **COUNTY**:

Water Management District Permit Package
 NPDES / SWPPP Pollution Prevention Plan Package

Task 8 Signing and Pavement Plans

The CONSULTANT shall prepare the Signing and Pavement Plans needed to provide complete construction plans and specifications for the project with sufficient information to allow for construction and permitting. These plans are for the use of the Contractor to bid and build the project and for COUNTY to ensure the project is built as designed in accordance with specifications.

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.1	Traffic Data Analysis	LS	1	8	8	Review the approved preliminary engineering report, typical section package and proposed geometric design alignment, and queue analysis in advance of the presentation.
8.2	Reference and Master Design File	LS	1	60	60	All efforts required for establishing the signing and marking master design file to include reference files of topo, r/w, roadway, utility files etc. Includes design and layout of signs, lane lines, gores, pavement markings, rpm's, loop replacement. Efforts required for drafting, clean up and clipping files in accordance with the departments CADD manual and Plans Preparation Manuals.
8.3	Multi-Post Sign Support Calculations	EA	2	4	8	Design post sizes for each proposed ground mount sign. May include developing cross section at each sign location.
8.4	Sign Panel Design Analysis	EA	2	2	4	Establish sign layout, text sizes and run sign design software. High school sign, Designation Sign (Minneola / Clermont / Monteverde).
8.5	Quantities	LS	18	1	18	Includes all work required to determine the quantities for each plan sheet. (Based on 1 to 4 hours per plan sheet) Range based on project classifications shown in the guidelines for this section.
8.6	Cost Estimate	LS	3	2	6	Prepare an initial cost estimate, and updating as necessary. LS based on (60% / 90% / 100% submittals).
8.7	Other Signing and Pavement Marking	LS	1	16	16	Includes all efforts for a signing & pavement marking task specific to the high school and the South Lake Trail crossings.
8.8	Tabulation of Quantities	Sheet	2	6	12	Includes time to place pay item numbers, descriptions, quantities and totals on tabulation sheet(s). LS = 2 sheets (6 hrs / sheets) = 12 hrs.
8.9	General Notes/Pay Item Notes	Sheet	1	6	6	Includes developing general and pay item note sheet(s), using and modifying specific Lake County notes for special design considerations.
8.10	Plan Sheet	Sheet	18	4	72	All efforts required to create the signing and marking sheets.

8.11	Typical Details	EA	1	4	4	Includes developing typical detail (s) for the placement of pavement markings and signs.
8.12	Special Details	LS	1	6	6	Develop details not included on plan sheet such as gore markings, cross walk markings, pedestrian and bicycle markings sign placement details.
8. Signing and Pav't Marking Technical Total					220	
8.13	Field Reviews	LS	1	8	8	Includes travel time for trips to field to obtain data necessary for design. LS = 2 engineers x 2 trips x 4 hrs.
8.14	Technical Meetings	LS	1	4	4	Meeting to coordinate proposed signage with high school's site engineer.
8.15	Quality Assurance/Quality Control	LS	%	5%	11	Includes producing and implementation of QA/QC plan. Includes review of sub-consultant work, verify comments are addressed, assembly of plans for submittals.
8.16	Supervision	LS	%	5%	11	Includes effort to supervise all technical design analysis.
Signing and Pav't Marking Non Technical Total					34	
8.17	Coordination	LS	%	3%	8	Includes contacts and coordination with survey, geotechnical, drainage, structures, lighting, roadway, signals, utilities, municipalities, maintaining agency. Does not include formal meetings.
8. Signing and Pav't Marking Analysis Total					262	

Deliverables Work to be completed under this section by the **CONSULTANT** shall require the following items to be delivered and accepted by the **COUNTY**:

Signing and Pavement Marking Plans

Task 9 Signalization Analysis and Plans

The CONSULTANT shall prepare the Signalization Analysis and Plans needed to provide complete construction plans and specifications for the project with sufficient information to allow for construction and permitting. These plans are for the use of the Contractor to bid and build the project and for COUNTY to ensure the project is built as designed in accordance with specifications.

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
9.1	Traffic Data Collection	LS	1	0	0	Includes all efforts required for traffic data collection, crash reports at 3 intersections. Lake County to assist in the collection of traffic data.
9.2	Traffic Data Analysis	PI	2	8	16	Includes determining signal operation plan, intersection geometry, local signal timings, pre-emption phasing and timings, forecasting traffic, intersection analysis run.
9.3	Signal Warrant Study	LS	1	40	40	Includes using counts and accident history to conduct a signal warrant study using current MUTS / MUTCD standards. Signal Warrant Study is included for Fosgate Road.
9.4	System Timings	LS	1	6	6	Includes analyzing counts to determine proper coordination timing plans including splits, force offs, offsets and preparation of Time Space Diagrams LS = 6 hrs for the first two intersections.
9.5	Reference and Master Signalization Design File	PI	1	40	40	All efforts required per intersection for establishing the signal master design file to include reference files of topo, r/w, roadway, pavement markings, utilities files, etc. Includes the design and layout of proposed signal poles, signal heads, loops, pedestrian signals, conduit, pull boxes, service points, traffic monitoring sites (not including separate detail sheets), etc. Also includes proposed call outs, pay item numbers, loop detector chart, controller timing chart, signal/ pedestrian head details, sign details, controller notes, signal operating plan.
9.6	Reference and Master Interconnect Communication Design File	LS	1	12	12	All efforts required for establishing the signal interconnect master design file to include reference files of topo, r/w, roadway, utilities files etc. Includes design and layout of proposed signal interconnect conduit, signal cabinet, pull boxes.
9.7	Overhead Street Name Sign Design	EA	3	2	6	Includes effort to evaluate overhead street name sign, lettering, description, street block numbers, and information to develop the layout of a sign (based on hours for each sign). Sign names include N. Hancock Rd., CR 50, East and CR 50 West.
9.8	Pole Elevation Analysis	LS	1	4	4	Includes effort to determine pole elevations at proposed pole locations.
9.9	Traffic Signal Operation Report	LS	1	32	32	Effort to develop full traffic signal report.

9.10	Quantities	LS	1	20	20	Includes all work required to determine the quantities for each signalized intersection, traffic monitoring site and interconnect run. LS = 8 hrs (first signalized intersection) + 2 intersections x 6 hrs = 20 hrs.
9.11	Cost Estimate	LS	3	6	18	Prepare an initial cost estimate, and updating as necessary. LS based on (60% / 90% / 100% submittals).
9.12	Key Sheet	Sheet	1	6	6	Key Sheet.
9.13	Summary of Pay Items	Sheet	1	8	8	Includes input into summary sheet.
9.14	Tabulation of Quantities	Sheet	1	8	8	Includes time to place pay item numbers, descriptions, quantities and totals on the tabulation sheet(s).
9.15	General Notes/Pay Item Notes	Sheet	1	6	6	Modify the existing general notes and pay item notes as provided by FDOT and Lake County.
9.16	Plan Sheet	Sheet	2	6	12	Based on CR 50 (South) and CR 50 (North).
9.17	Interconnect Plans	Sheet	1	4	4	Based on the number of interconnect plan sheets required.
9.18	Strain Pole Schedule	PI	12	2	24	Includes incorporating the schedule detail chart for (12) concrete poles in the plan set.
9.19	TCP Signal (Temporary)	EA	1	8	8	Hours based on independent negotiations for each project.
9.20	Temporary Detection Sheet	PI	1	4	4	Includes modifying the standard temporary detection sheet for the plan sheet.
9.21	Utility Conflict Sheet	Sheet	1	8	8	Shows soft-dig utility vertical and horizontal location, Mast arms, poles, etc.
Signalization Analysis Technical Subtotal					194	
9.22	Field Reviews	LS	2	4	8	Includes field time for the review of (60% / 90%) plans.
9.23	Technical Meetings	LS	1	4	4	Includes contacts and (1) meeting with Lake County Traffic Signal Maintenance.
9.24	Quality Assurance/Quality Control	LS	%	5%	10	Includes development and implementation of a QA/QC plan including sub-consultant work.
9.25	Supervision	LS	%	5%	10	Includes effort to supervise all design analysis.
Signalization Analysis and Plans Nontech. Subtotal					32	
9.26	Coordination	LS	%	3%	7	Includes contacts and coordination with technical disciplines on the consultant team.
9. Signalization Analysis and Plans Total					233	

Deliverables Work to be completed under this section by the **CONSULTANT** shall require the following items to be delivered and accepted by the **COUNTY**:

Signalization Plans

Task 10 Retaining Walls (Optional Services)

Work to be completed under this section by the CONSULTANT is optional services and will be negotiated in a later phase of the project.

Task No.	Task	Unit	No. of Units	Hours/ Unit	Total Hours	Comments
General Requirements						
10.1	Key Sheet	Sheet	1	8	8	One project Key Sheet for all walls
10.2	Horizontal Wall Geometry	Per Wall	6	6	36	SE&SW Hancock (Prior to CR 50), SE&SW Hancock (After CR 50), N side of CR 50, S Side of CR 50 @ intersection
Cast-in-Place Retaining Walls						
10.3	Design	EA Design	4	36	144	Assume Design for 5/10/15/20 ft wall.
10.4	Vertical Wall Geometry	EA Wall	6	24	144	
10.5	General Notes	Sheet	1	4	4	
10.6	Wall Plan and Elevations (Control Drawings)	Sheet	7	16	112	Assume 500' per sheet (Total of 3500ft)
10.7	Sections and Details	Sheet	1	10	10	Implement Standard Sections and (1) Spec. Detail
10.8	Reinforcing Bar List	Sheet	6	4	24	One Sheet Per Wall
Other Retaining Walls and Bulkheads						
10.9	Design	EA Design	4	24	96	Assumes design for 5/10/15/20 ft sheeting. 15/20 footers assume Anchored Walls
10.10	Vertical Wall Geometry	EA Wall	6	2	12	Geometry similar to CIP wall.
10.11	General Notes, Tables and Misc. Details	Sheet	1	24	24	Notes for Standard and Anchored Sheeting
10.12	Wall Plan and Elevations	Sheet	7	8	56	
10.13	Details	Sheet	1	30	30	Tie back details.
10. Structures - Retaining Walls Total					700	

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- Task 11 Office Survey Work**
- Task 12 Field Survey Work**
- Task 13 Parcel Sketches, Descriptions and Title Searches**
- Task 14 Replat Big Sky Parcels (2 parcels) (Not in Contract)**

A. Perform a survey on four (4) sections and six (6) subdivisions along with right of way alignments of Old S.R. 50, Turkey Farms Road, Hancock Road, Jim Hunt Road, and Florida Power transmission line.

Field Crew	220 hours @ \$125/hr
P.S.M.	62hours@\$110/hr
Office(Tech)	90hours@\$95/hr.
Sr.P.S.M.	3hrs@\$145/hr

B. Set up pre-alignment traverse control for data collection. Perform topographic survey with tree location approximately 1.35 miles for the main route and an additional 3/4 mile for Turkey Farms Road (+/- 1000'), Hancock Road (+/- 1,000'), Old S.R. 50 (+/- 1,000'), Jim Hunt Road (+/- 960'), and three (3) pond sites (one pond site for each basin). After completion of the topographic survey, a quality control check will be performed to assure accuracy.

C. After final alignment has been established we will return to the site and monument a centerline baseline with benchmarks at approximately 1,000 ft. intervals for construction purposes.

D. Utility location provided by Central Florida Locating along entire corridor.

Field Crew	24 hours @ \$125/hr
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E. Sketches and legal's for parcels requiring title transfers and title specifics for each individual parcel (approximately 20 parcels). BESH will provide one (1) copy of signed and sealed Specific Purpose Survey showing existing and proposed right of way with adjacent property owners.

Field Crew	160 hours @ \$110/hr
Title Searches	20 hours @ \$125/hr

Sketches and legal's for parcels requiring title transfers and an update of title for each individual parcel (approximately).

All design drawing package submittals will be completed according to the "Drawing Standards for Lake County Public Works Engineering Department"

The stationing for the project once set and approved at the 30% design level is not to change unless directed to do so by the County

The Consultant may submit required deliverable items **before** the listed submittal level with the approval of the County

The Consultant shall be responsible for all title searches needed to provide an accurate Project Survey and Right of Way Maps. The Consultant shall meet with the Lake County Right of Way Manager prior to initiating any title searches to discuss title search parameters, and for approval of the title search company

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that will be used. The search shall be a minimum of a 30 year search. The consultant shall provide the Right of Way Manager with a copy of the Title Opinion, and copies of all associated documents. Cost for each search will be included in the project quote.

All sketches and legal's must reference the signed and sealed approved project survey, and must include the square footage and acreage for each RW parcel being acquired.

Design submittals will not be considered complete until all items listed under the appropriate design submittal level are delivered and approved by the County

Invoices will be put thru for payment by the County **only** when the County is in possession of all deliverables for the relevant submittal

Advancement to the next design submittal level may not take place until the previous submittal is approved by the County

Prior to beginning survey, the Consultant shall request a copy of the RW Package from the Lake County Right of Way Manager. This package will include all the right of way information available in the Lake County Public Works Department

Survey limits will exceed the construction boundaries by 100 feet running along the center line of travel way

The project survey will be a record survey of existing conditions to include location and identification of all constructed or fixed improvements and features within the survey area, and identification and location of all relevant property information such as deed lines, plat lines, designated roads, right of way lines, easements, and other matters of public record or information referenced in title report. When required, elevation data with sufficient density and coverage to develop DTM's, and ground elevations extending a minimum of 25 feet beyond survey limits will be included. Contractors and subcontractors must have capability to work from plans in AutoCAD format; Lake County does not provide hard copy detailed plans for the purpose of survey stakeout. All work is to be performed in appropriate Florida state plane coordinate system with a vertical datum NAVD88.

Survey limits may change due to conditions

The existing right of way shown on the project survey shall include the recorded right of way (including public easements for roadway uses), and any other RW as approved by the Lake County Engineering Director or his designee.

Survey shall show existing recorded right of way with recording information for the dedication document clearly identified (deed, plat, court order, or recorded maintenance or right of way maps). This information shall include intersecting side street right of way shown on the survey. All other evidence of right of way that is shown on the survey shall be shown in different line type, with the source clearly identified (i.e. property line per deed, DOT monument found, RW per unrecorded plat, recorded plat, etc.). Upon approval, three (3) signed and sealed copies of the survey, along with an electronic file in appropriate format shall be provided to the County.

Sketches and legal's for parcels requiring title transfers and an update of title for each individual parcel (approximately 40 parcels). Lake County to furnish title work on the identified parcels to be impacted.

Task 15 Right of Way Acquisition Support Services

The following subtasks are associated with the Right of Way Acquisition Services provided by Edwin R. Barfield in support of Lake County Right of Way.

Item	Description	Quantity	Hours	Total	Cost/Hr.	Cost
a)	Pre Parcel-by-Parcel Review Meeting with CONSULTANT Team, L.C. Right of Way, and L.C. Attorney	1	3	3	\$125	\$375
b)	Parcel-by-Parcel Review Meeting with CONSULTANT Team, L.C. Right of Way, and L.C. Attorney	1	2	2	\$125	\$250
c)	Right of Way Support to the CONSULTANT	1	20	20	\$125	\$2,500
d)	Right of Way Support to L.C. (1)	16	3	48	\$125	\$6,000
e)	Property Owner/HOA Meetings (2)	19	2	38	\$125	\$4,750
f)	Public Meetings Initial and Preferred Alignment Meeting	2	4	8	\$125	\$1,000
g)	Technical Meetings with Lake County Engineering Department	1	4	4	\$125	\$500
Total				123		\$15,375

(1) Assume 16 acquisition properties; two 1 hour meetings for each owner
 (2) Assume 19 property owners; one 2 hour meetings for each owner

Deliverables:

- Initiate contact with each potential property owner impacted by right-of-way
- Project explanation to property owners
- Acquisition process explanation to property owners
- Utilization of graphics
- Solicit owner’s willingness/unwillingness to engage in real estate transaction with L.C.

Task 16 Geotechnical Engineering Services

Based on the conceptual site development plan provided to us, it is our understanding that the proposed Hancock Road Extension will include the following:

This proposal presents a scope of services, cost estimate and anticipated schedule to carry out our geotechnical study. In addition, it is agreed that AEI’s services will be performed pursuant to AEI’s General Conditions, which are enclosed herewith and are incorporated into this proposal.

Based on the conceptual design information provided to us, it is our understanding that the proposed North Hancock Road Extension will include the following:

- Approximately 7,200 lineal feet of roadway along the N. Hancock Road alignment (Sta. 186+00 to Sta. 258+00). The final roadway grades will be cut along a significant portion of the roadway alignment. The maximum depth of cut will be approximately 18 feet.

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- Approximately 900 feet of roadway (Old Highway 50) from N. Hancock Road at Sta. 210+00 to Turkey Farms Road. We have assumed that this section of roadway will be constructed at/near existing grades.
- Approximately 1,000 feet of roadway on Jim Hunt Road east of N. Hancock Road. We have assumed that this section of roadway will be constructed at/near existing grades.
- A cul-de-sac at the terminus of Turkey Farms Road.
- Three (3) final stormwater retention pond locations. There will be four (4) stormwater retention pond locations under consideration for the Preliminary Pond Siting Report.
- Up to five (5) traffic signal structures.
- Milling and resurfacing the southern end of the proposed alignment and also at the Turkey Farms Road/Old Highway 50 Intersection.

Optional Design Consideration

- Approximately 3,000 lineal feet of retaining wall along N. Hancock Road within the cut areas of the roadway in lieu of sloped embankment. The maximum wall height will be 18 feet.

Based on the above elements of the project, we propose to provide the following scope of field services:

- Drill thirty-seven (37) auger borings along the N. Hancock Road alignment with a spacing frequency of about 200 feet. The borings will be drilled to depths ranging from 7 feet where there will be minimum grade changes to 25 feet in the maximum cut areas. Generally, the borings will be drilled 7 feet +/- below final roadway grades in cut areas and 7 feet below existing grade in fill areas. We will drill to 15 feet below final grade at approximately 1,000 foot intervals. Based on our review of the proposed roadway profiles, we estimate a total of **430 feet** of auger borings.
- Drill five (5) auger borings with a spacing frequency of about 200 feet along the Old Highway 50 alignment between N. Hancock Road to Turkey Farms Road. We propose that one of these borings be drilled to 15 feet and the other four to a depth of 7 feet below existing grade (**43 feet total**).
- Drill six (6) auger borings with a spacing frequency of about 200 feet along Jim Hunt Road alignment east of N. Hancock Road to Turkey Farms Road. We propose that two of these borings be drilled to 15 feet and the other four to a depth of 7 feet below existing grade (**58 feet total**).
- Drill one (1) auger boring to a depth of 7 feet at the Turkey Farms Road Cul-de-sac (**7 feet total**).
- Drill ten (10) 30-foot deep auger borings within the proposed stormwater retention ponds. Initially to support the 30% Preliminary Pond Siting Report, we will drill one (1) boring in each of the

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proposed pond sites (3 final pond sites and 1 optional pond site). To support the final design and permitting process, we will remobilize to the site and drill two (2) additional borings in each of the three (3) final pond sites (**300 feet total**).

- Perform seven (7) field permeability tests in the proposed stormwater retention areas. Four (4) field permeability tests will be carried out for the 30% Preliminary Pond Siting Report and the remaining three (3) will be done prior to final design and permitting.
- Drill five (5) 30-foot deep Standard Penetration Test (SPT) borings at the proposed traffic signal structure locations (**150 feet total**).
- Drill two (2) 50-foot deep Standard Penetration Test (SPT) borings within the critical cut areas to provide supporting data for slope stability analysis (**100 feet total**).
- Install one-inch diameter slotted pvc pipe (piezometers) in the two 50-foot deep SPT borings performed in the critical cut areas and also install one in each retention pond site for the purpose of measuring stabilized groundwater levels after the initial subsurface exploration program has been carried out (**220 feet total**).
- Extract three (3) pavement cores at the south end of the proposed alignment and three (3) pavement cores near the Old Highway 50/Turkey Farm Road intersection where milling and resurfacing will take place (**6 cores total**).
- Collect three (3) bulk soil samples for laboratory Limerock Bearing Ratio (LBR) tests.
- Visually classify the collected soil samples in accordance with the AASHTO and USCS soil classification systems. Perform laboratory testing on select soil samples to verify the visual classifications and determine physical properties.
- Perform geotechnical engineering evaluations (including slope stability analyses in connection with the proposed roadway side slopes) and prepare preliminary and final design level geotechnical reports. Our proposal does not include services to perform stormwater infiltration analysis.

The fee for the services described above is estimated to be **\$29,920.00** as detailed on the attached Proposed Scope of Services and Estimated Fees.

Optional Services

- Drill sixteen (16) Standard Penetration Test (SPT) borings along the proposed retaining wall alignment (one at each end and at every 200 lineal feet). The borings will be drilled to depths of 35, 45, and 55 feet below existing grade (**710 feet total**).
- Install one-inch diameter slotted pvc pipe (piezometers) in four of the SPT borings (one every 1,000 feet of wall) for the purpose of measuring stabilized groundwater levels after the initial subsurface exploration program has been carried out (**200 feet total**).

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- Perform geotechnical engineering evaluations including slope stability analyses and prepare preliminary and final design level geotechnical reports.

The fee for the **optional services** described above is estimated to be **\$22,626.25** as detailed on the attached Proposed Scope of Services and Estimated Fees.

In computing the above estimates, we have assumed the site is accessible to our drilling crew, that we have the right of entry to the site and that we will not experience delays due to reasons beyond our control. Additional work required beyond the scope of services included in this proposal will be invoiced on a time and expense basis in accordance with the unit rates identified. You will be contacted for authorization should additional work beyond the estimated budget be required to complete the scope of services.

Our work will be carried out in general accordance with the project schedule outline.

PROPOSED SCOPE OF SERVICES AND ESTIMATED FEES

GEOTECHNICAL ENGINEERING SERVICES PROPOSED NORTH HANCOCK ROAD EXTENSION, LAKE COUNTY, FLORIDA PROPOSAL NO.: CPGT-EM-09-006 (DATED 3-04-09)

FIELD SERVICES

1. Mobilization of Mud Bug Drill Rig	
1 Mobilization @ \$435.00	\$ 435.00
2. Auger Borings (Roadways and Ponds)	
838 feet @ \$8.50/LF	\$ 7,123.00
3. SPT Borings (Traffic Signal Structures and Critical Cut Areas)	
(0-50') 250 feet @ \$ 10.75/LF	\$ 2,687.50
4. Grout Seal SPT Borings (50' deep borings)	
(0-50') 100 feet @ \$ 4.50/LF	\$ 450.00
5. Field Permeability Tests	
7 Tests @ \$250.00/Test	\$ 1,750.00
6. Install 1" Diameter Slotted PVC Pipe (4 Pond Borings and 2 SPT Borings)	
220 feet @ \$10.00/LF	\$ 2,200.00
7. Mobilize Pavement Coring Equipment	\$ 200.00
8. Pavement Cores (6" diameter)	
6 Cores @ \$35.00	\$ 210.00
9. Collect Bulk Soil Samples- Senior Engineering Technician	
3 hours @ \$50.00/hr	\$ 150.00
10. GPS Equipment Rental	\$ 200.00
11. Boring Layout and Obtain Sub-Meter GPS Coordinates at Boring Locations	
Senior Engineering Technician	
12 hours @ \$50.00/hr	\$ 600.00
12. Measure Stabilized Groundwater Levels in Piezometers (2 events)	
Senior Engineering Technician	
6 hours @ \$50.00/hr	\$ 300.00

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13. Traffic Control for Pavement Coring	\$ 600.00
14. Planning and Project Coordination-Project Engineer 10 hours @ \$100.00/hr	<u>\$ 1,000.00</u>
Subtotal Field	\$ 17,905.00

LABORATORY SERVICES

1. Classify Soil Samples-Project Engineer 6 hours @ \$100.00/hr	\$ 600.00
2. Testing Allowance (Sieve Analysis, Atterberg Limits, Organic Content)	\$ 1,500.00
3. Corrosion Series Tests 4 Tests @ \$160.00/test	\$ 640.00
4. LBR Tests 3 Tests @ \$275.00/test	<u>\$ 825.00</u>
Subtotal Lab	\$ 3,565.00

PROFESSIONAL AND TECHNICAL SERVICES

1. Principal Engineer 6 hours @ \$150.00/hr	\$ 900.00
2. Senior Project Engineer 24 hours @ \$125.00/hr	\$ 3,000.00
3. Project Engineer 36 hours @ \$100.00/hr	\$ 3,600.00
4. CADD Technician 14 hours @ \$55.00/hr	\$ 770.00
5. Secretarial Services 4 hours @ \$45.00/hr	<u>\$ 180.00</u>
Subtotal Engineering	\$ 8,450.00
Estimated Total	\$ 29,920.00

PROPOSED SCOPE OF SERVICES AND ESTIMATED FEES

GEOTECHNICAL ENGINEERING SERVICES
 PROPOSED NORTH HANCOCK ROAD EXTENSION, LAKE COUNTY, FLORIDA
 PROPOSAL NO.: CPGT-EM-09-006 (DATED 3-04-09)

OPTIONAL SERVICES FOR RETAINING WALLS

FIELD SERVICES

1. Mobilization of Mud Bug Drill Rig		
1 Mobilization @ \$435.00		\$ 435.00
2. SPT Borings-Retaining Wall (6 to 35', 5 to 45', 5 to 55')		
(0-50') 685 feet @ \$ 10.75/LF		\$ 7,363.75
(50-100') 25 feet @ \$ 12.50/LF		\$ 312.50
3. Grout Seal SPT Borings (45' and 55' deep borings)		
(0-50') 475 feet @ \$ 4.50/LF		\$ 2,137.50
(50-100') 25 feet @ \$ 5.50/LF		\$ 137.50
4. Install 1" Diameter Slotted PVC Pipe in 4 SPT Borings (2 to 45', 2 to 55')		
200 feet @ \$10.00/LF		\$ 2,000.00
5. GPS Equipment Rental		\$ 200.00
6. Boring Layout and Obtain Sub-Meter GPS Coordinates		
Senior Engineering Technician		
8 hours @ \$50.00/hr		\$ 400.00
7. Measure Stabilized Groundwater Levels in Piezometers (2 events)		
Senior Engineering Technician		
6 hours @ \$50.00/hr		\$ 300.00
8. Planning and Project Coordination-Project Engineer		
10 hours @ \$100.00/hr		\$ 1,000.00
		<u>\$ 1,000.00</u>
	Subtotal Field	\$ 14,286.25

LABORATORY SERVICES

1. Classify Soil Samples-Project Engineer		
6 hours @ \$100.00/hr		\$ 600.00
2. Testing Allowance (Sieve Analysis, Atterberg Limits, Organic Content)		\$ 500.00
	Subtotal Lab	\$ 1,110.00

PROFESSIONAL AND TECHNICAL SERVICES

1. Principal Engineer		
8 hours @ \$150.00/hr		\$ 1,200.00
2. Senior Project Engineer		
20 hours @ \$125.00/hr		\$ 2,500.00
3. Project Engineer		
28 hours @ \$100.00/hr		\$ 2,800.00
4. CADD Technician		
10 hours @ \$55.00/hr		\$ 550.00
5. Secretarial Services		
4 hours @ \$45.00/hr		\$ 180.00
	Subtotal Engineering	\$ 7,230.00

Estimated Total (Optional Services) \$ 22,626.25

Task 17 Plans Update Services (Optional Services)

Work to be completed under this section by the CONSULTANT is optional services and will be negotiated in a later phase of the project.

Task 18 Post Design Services (Optional Services)

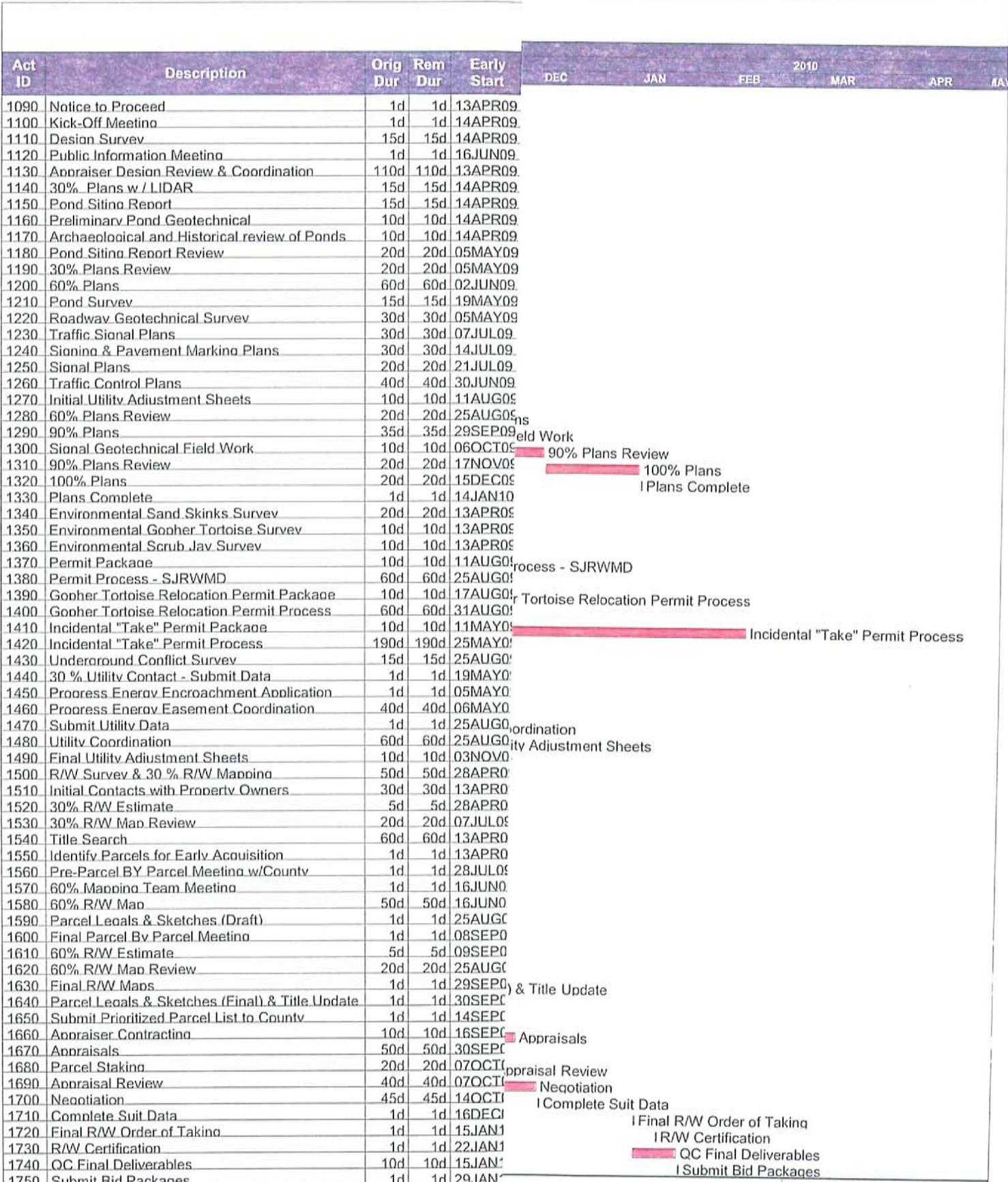
Work to be completed under this section by the CONSULTANT is optional services and will be negotiated in a later phase of the project.

Task 19 Construction Engineering Inspection (Optional Services)

Work to be completed under this section by the CONSULTANT is optional services and will be negotiated in a later phase of the project.

Task 20 Expert Testimony (Optional Services)

Work to be completed under this section by the CONSULTANT is optional services and will be negotiated in a later phase of the project.



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Finish date	16FEB10
Data date	13APR09
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- Early bar
- Progress bar
- Critical bar
- Summary bar
- Start milestone point
- Finish milestone point