

**AGREEMENT BETWEEN
LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION
AND
INWOOD CONSULTING ENGINEERS, INC.
FOR WEKIVA TRAIL PROJECT DEVELOPMENT & ENVIRONMENTAL STUDY
RSQ #14-0023**

This is an Agreement between the Lake-Sumter Metropolitan Planning Organization (MPO), by and through its Governing Board, and Inwood Consulting Engineers, Inc., a Florida corporation, its successors and assigns, hereinafter referred to as CONSULTANT, for the Wekiva Trail Project Development and Environmental Study.

WITNESSETH:

WHEREAS, the MPO has publicly submitted a Request for Statements of Qualifications (RSQ), #14-0023, for procurement of a firm to provide planning, engineering, and environmental and cultural resource surveying services, and to prepare a Project Development and Environmental (PD&E) Study for the Wekiva Trail, hereinafter the "Project"; 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.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, MPO hereby engages CONSULTANT to provide planning, engineering, and environmental and cultural resource surveying services, and to prepare a Project Development and Environmental (PD&E) Study for the Wekiva Trail in accordance with the General Scope of Services attached hereto as **Exhibit A**, and incorporated herein by reference, and the Sub-consultant's Proposals attached hereto as **Exhibit C**, and incorporated herein by reference. In the event the terms of this Agreement or the terms contained within any of the Exhibits conflict, the requirement most favorable to the MPO or which ensures the MPO receives the State or Federal funding allocated to this Project shall control, in the sole discretion of the MPO.

2.2 The CONSULTANT agrees and acknowledges that time is of the essence in completing the Scope of Services identified herein. All services shall be completed no later than **March 1, 2015**, unless a written change order has been duly executed by both parties. Continuation of the performance period beyond the initial period is a MPO prerogative, and not a right of the CONSULTANT. This prerogative may only be exercised when such continuation is clearly in the best interest of the MPO. This Agreement shall be effective upon the date of execution by the MPO, shall remain in effect until such time as the services acquired in conjunction with this Agreement have been completed, delivered and accepted by the MPO, and will then remain in effect until completion of the expressed and/or implied warranty periods, if any.

2.3 The CONSULTANT shall coordinate and work with any other consultants and/or contractors retained by the MPO. CONSULTANT acknowledges that nothing herein shall be deemed to preclude the MPO 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 In addition to any other termination provisions provided herein, should the CONSULTANT fail to complete the work within the performance period cited above and any optional renewal period exercised by the MPO, it is hereby agreed and understood that the MPO reserves the authority to cancel this Agreement with the CONSULTANT and to secure the services of another consultant to complete the work. If MPO exercises this authority, MPO shall be responsible for reimbursing the CONSULTANT for work which was completed and found acceptable in accordance with the contract specifications. Additionally, the MPO may, at its option, demand payment from CONSULTANT, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the MPO as a result of having to secure the services of another consultant. CONSULTANT shall honor any such invoices or credit memos submitted to the CONSULTANT by the MPO under these circumstances.

2.5 In addition to any other termination provisions provided herein, the MPO reserves the right to terminate the Agreement if CONSULTANT materially fails to fulfill any of its obligations under this Agreement, if the service does not conform to the specifications, or if the CONSULTANT materially fails to comply with any federal, state or local statutes, rules and regulations applicable to this Agreement, including health and safety rules and regulations.

A. If any service performed pursuant to this Agreement is found to be defective or does not conform to the specifications contained herein, the MPO reserves the right to require corrective action as appropriate, which may include, but is not limited to, ordering re-performance of service or the termination of the Agreement for default. The MPO will not be responsible for paying for any service that does not conform to the Agreement specifications.

B. In the event of termination under this section, the MPO shall provide thirty (30) calendar days written notice of its intent to terminate, and shall provide CONSULTANT an opportunity to consult with the MPO regarding the reason(s) for termination. The MPO may take any other remedies that may be legally available.

Article 3. Payment

3.1 The MPO shall pay CONSULTANT to complete the Scope of Services in an amount not to exceed **\$288,130.06**, more fully detailed in **Exhibit B**, attached hereto and incorporated herein by reference.

3.2 Invoices shall be submitted to Michael Woods, Senior Planner, Lake-Sumter MPO, 1616 South 14th Street (US 27), Leesburg, Florida 34748. Each invoice shall contain the RSQ number, a detailed description of services and fees, dates and locations of services, and confirmation of acceptance of the goods or services by the appropriate MPO representative. The CONSULTANT shall keep a travel log indicating all dates of travel, mileage, etc.

3.3 The MPO shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment, and CONSULTANT may be considered in default of contract and the contract may be terminated.

3.4 Other than the approved total hours and related direct expenses composing the negotiated lump sum fee, 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.

3.5 **CONSULTANT HEREBY AGREES AND ACKNOWLEDGES THAT THIS AGREEMENT IS FUNDED THROUGH A STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, LOCAL AGENCY PROGRAM AGREEMENT (LAP), FPN# 430975-1-28-01.** CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies. The CONSULTANT shall additionally comply with all requirements imposed by applicable federal, state or local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R., Part 29, when applicable. The CONSULTANT is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of the CONSULTANT pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the CONSULTANT upon request.

3.6 CONSULTANT acknowledges and agrees that CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

A. All persons employed by the CONSULTANT during the term of this Agreement to perform employment duties within the MPO; and

B. All persons, including subcontractors, assigned by the CONSULTANT to perform work pursuant to the contract.

3.7 Pursuant to Section 119.0701, Florida Statutes, the CONSULTANT shall comply with the Florida Public Records' laws, and shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the MPO in order to perform the services identified herein.

B. Provide the public with access to public records on the same terms and conditions that the MPO would provide the records and at a cost that does not exceed the cost provided for by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the MPO all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the MPO in a format that is compatible with the information technology systems of the MPO.

Failure to comply with this section shall be deemed a breach of this Agreement and enforceable as set forth in Section 119.0701, Florida Statutes.

Article 4. MPO Responsibilities

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

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

4.3 MPO will provide to the CONSULTANT all necessary and available data, photos, and documents the MPO possesses that would be useful to the CONSULTANT in the completion of the required services.

Article 5. Special Terms and Conditions

5.1 Qualifications. 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. The CONSULTANT shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

5.2 Termination. This Agreement may be terminated by the MPO 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 MPO 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 MPO with the required thirty (30) day advance written notice, MPO shall reimburse CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. Termination by MPO 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 services satisfactorily performed and 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 Assignment of Agreement This Agreement shall not be assigned except with the written consent of the MPO. No such consent shall be construed as making the MPO a party to the assignment or subjecting the MPO to liability of any kind to any assignee. No assignment shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the MPO must be through the CONSULTANT. Additionally, unless otherwise stipulated herein, the CONSULTANT shall notify and obtain prior written consent from the MPO prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the MPO may result in termination of this Agreement for default.

5.4 Insurance. 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 MPO, policies of insurance containing the following types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or nonperformance of services under this Agreement by the CONSULTANT or by anyone directly or indirectly employed by CONSULTANT, or by anyone for whose acts CONSULTANT may be liable. Failure to obtain and maintain such insurance as set out below will be considered a breach of contract and may result in termination of the contract for default. CONSULTANT shall not commence work under the Agreement until MPO has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

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

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

(ii) 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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(iii) Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers' compensation insurance, the CONSULTANT must provide a notarized statement that if he or she is injured, he or she will not hold the MPO responsible for any payment or compensation for that injury.

(iv) Employer's liability insurance with the following minimum limits and coverage:

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

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

(vi) **Lake-Sumter Metropolitan Planning Organization**, its officers and directors, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

(vii) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the MPO of any material change or cancellation of the required insurance. It is the CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe.

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

(ix) The Certificate holder shall be: LAKE-SUMTER MPO, 1616 South 14th Street (US 27), Leesburg, Florida 34748.

(x) Certificates of insurance shall evidence a waiver of subrogation in favor of the MPO, 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 MPO.

(xi) CONSULTANT shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CONSULTANT evidencing coverage and terms in accordance with the CONSULTANT's requirements.

(xii) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the MPO. At the option of the MPO, the insurer shall reduce or eliminate such self-insured retentions, or the CONSULTANT or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

(xiii) The MPO 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 the CONSULTANT and/or subcontractor providing such insurance.

(xiv) Neither approval by the MPO 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.

(xv) If it is not possible for the CONSULTANT to certify compliance, on the certificate of insurance, with all of the above requirements, then the CONSULTANT is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

5.5 Indemnity.

A. The CONSULTANT shall indemnify and hold the MPO and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONSULTANT to take out and maintain the above insurance. In accordance with Section 725.08, Florida Statutes, the CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the MPO, its officers, commissions, and employees 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 act, error or omission of the CONSULTANT, its agents, employees or representative, in the performance of CONSULTANT'S duties set forth in this Agreement.

B. The CONSULTANT shall indemnify, defend, save and hold harmless the Florida Department of Transportation, and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the CONSULTANT, its officers, agents, or employees. Neither the CONSULTANT, nor any of its officers, agents, or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Florida Department of Transportation, or any of its officers, agents or employees.

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 MPO. CONSULTANT shall have no authority to contract for or bind MPO in any manner and shall not represent itself as an agent of MPO or as otherwise authorized to act for or on behalf of MPO.

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 MPO to CONSULTANT shall be and/or remain the property of MPO. CONSULTANT shall perform any acts that may be deemed necessary or desirable by MPO to more fully transfer ownership of all Tasks and/or deliverables to MPO, at MPO's expense. Additionally, CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and MPO recognize that CONSULTANT'S work product submitted in performance of this Agreement is intended only for the project described in this Agreement. MPO'S alteration of CONSULTANT'S work product or its use by MPO for any other purpose shall be at MPO'S sole risk.

5.8 Return of Materials. Upon the request of the MPO, but in any event upon termination of this Agreement, CONSULTANT shall surrender to the MPO 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 MPO pursuant to this Agreement. CONSULTANT may keep copies of all work product for its records.

5.9 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE MPO 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 MPO. The CONSULTANT expressly acknowledges and agrees that the CONSULTANT shall receive no damages for delay. The CONSULTANT'S sole remedy, if any, against the MPO 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 MPO. 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.

The parties will exercise every reasonable effort to meet their respective obligations hereunder. Notwithstanding the above, the parties shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of nature, acts or omissions of the other party, government acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems and/or any cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

5.10 Retaining Other Consultants. Nothing herein shall be deemed to preclude the MPO 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 and Warranty. 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. Any corrections shall be made within thirty (30) calendar days after such deficiencies or non-conformances are verbally reported by the MPO. CONSULTANT agrees that the products and services provided under this Agreement shall be covered by the most favorable commercial warranty that CONSULTANT gives to any customer for comparable products and services.

5.12 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee agreements exceeding \$195,000, 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 MPO 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 contract. 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 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 the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

5.16 Conflict of Interest. CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONSULTANT hereby certifies that no officer, agent, or employee of MPO has any material interest either directly or indirectly in the business of CONSULTANT conducted here and that no such person shall have any such interest at any time during the term of this Agreement unless approved by the MPO.

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 MPO shall be the property of the MPO and will be turned over to the MPO 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 MPO are public records available for inspection by any person even if the file or paper resides in the CONSULTANT's office or facility. The CONSULTANT shall maintain the files and papers for not less than five (5) complete calendar years after the project has been completed or terminated, or in accordance with the federal requirements, whichever is longer. Prior to the close out of the Agreement, the CONSULTANT shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the user MPO department.

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

5.18 Right to Audit. The MPO reserves the right to require CONSULTANT to submit to an audit by any auditor of the MPO'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 MPO for five (5) years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the MPO to ensure compliance with applicable accounting and financial standards. Additionally, CONSULTANT agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the MPO in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the MPO'S audit shall be reimbursed to the MPO by the CONSULTANT. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONSULTANT'S invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the MPO'S audit findings to the CONSULTANT.

5.19 FDOT Inspections. CONSULTANT shall permit the Florida Department of Transportation's authorized representatives, and authorized agents of the FHWA, to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the Project. If FDOT unilaterally cancels the LAP Agreement between FDOT and the MPO for refusal of the CONSULTANT to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, made or received in conjunction with this Agreement, the MPO shall have the right to unilaterally terminate this Agreement for cause. MPO reserves all legal rights and remedies to recover from CONSULTANT any funds paid hereunder that are not reimbursed through the LAP Agreement if the MPO exercises its termination rights hereunder.

5.20 FDOT Required Assurances.

A. The CONSULTANT shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the MPO deems appropriate.

B. The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability, or marital status. The CONSULTANT shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT shall insert this provision in all subcontract, except subcontracts for standard commercial supplies or raw materials.

C. No member, officer, or employee of the CONSULTANT or of the locality during the CONSULTANT'S tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

D. The CONSULTANT agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated

funds have been paid by the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

5.21 Key Contractor Personnel. The CONSULTANT represents that each person listed in the CONSULTANT'S Proposal submitted in response to RSQ 14-0023 shall be available to perform the services described herein, barring illness, accident, or other unforeseeable events of a similar nature in which case the CONSULTANT must be able to promptly provide a qualified replacement. In the event the CONSULTANT wishes to substitute personnel, the CONSULTANT shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval by the MPO. In the event the requested substitute person is not satisfactory to the MPO, and the matter cannot be resolved to the satisfaction of the MPO, the MPO reserves the right to cancel this Agreement for cause.

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 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 MPO that it is in compliance with Title VI of the 1964 Civil Rights Act, as amended, 49 C.F.R. Part 21, 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, discrimination in any form or manner against CONSULTANT'S 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 employee(s) of CONSULTANT shall be considered at all times its employee(s) and not an employee(s) or agent(s) of MPO. CONSULTANT shall provide employee(s) capable of performing the work as required. The MPO may require CONSULTANT to remove any employee it deems unacceptable. All employees of the CONSULTANT shall wear proper identification.

6.10 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the MPO through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The MPO as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

6.11 CONSULTANT shall act as the prime consultant for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONSULTANT shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the MPO in terms of competency and security concerns. No change in subcontractors shall be made without consent of the MPO. CONSULTANT shall be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the MPO may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

6.12 With the consent of CONSULTANT, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

6.13 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.

6.14 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:

Alex Hull, President
3000 Dovera Drive
Suite 200
Oviedo, Florida 32765

If to MPO:

Executive Director
1616 South 14th Street
Leesburg, Florida 34748

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.

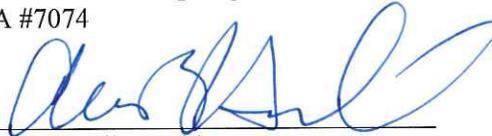
7.2 This Agreement contains the following Exhibits, all of which are attached hereto and incorporated herein by reference, and shall constitute a material part of this Agreement. Both parties shall comply with their respective obligations under each Exhibit:

Exhibit A	General Scope of Services
Exhibit B	Fee Quotation
Exhibit C	Sub-consultant's Proposals

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: MPO through its Governing Board, signing by and through its Chairman, authorized to execute same by Board Action on the 34th day of Sept., 2014, and by CONSULTANT through its duly authorized representative.

CONSULTANT

Inwood Consulting Engineers, Inc.
CA #7074



Alex B. Hull, President
License # 21769

This 28 day of August, 2014.

**LAKE~SUMTER METROPOLITAN
PLANNING ORGANIZATION**


Sean Parks, Chairman

This 27th day of Sept., 2014




Susan Goldfuss
Executive Assistant

Approved as to Form and Legality:


Sanford A. Minkoff
MPO Attorney

Exhibit A

Scope of Work



**SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES
PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDIES
for the
WEKIVA TRAIL**

PURPOSE AND HISTORY

The purpose of this Exhibit is to describe the scope of work related to the Wekiva Trail PD&E Study. This scope of services describes the responsibilities of Inwood Consulting Engineers, Inc. (the CONSULTANT) and the Lake-Sumter Metropolitan Planning Organization (MPO) for services in connection with a Project Development and Environment (PD&E) Study for Segments 1, 2, 4A and 4B of the Wekiva Trail.

The project has been previously divided into 4 segments. Segment 1 begins at Tremain Street in Mount Dora and continues east to Hunter Avenue. Segment 2 begins at Hunter Avenue and continues east to Red Tail Boulevard. Segment 3 begins at Red Tail Boulevard and continues east to the Wekiva River in Seminole County. Segment 4 is referred to as the Neighborhood Lakes Trail and begins east of Holstein Road and continues northerly to connect with Segment 3 near the future interchange of SR 46 and the Wekiva Parkway. Segment 4 is further divided into Segment 4A and 4B. Segment 4A includes the trail alignment within Lake County and Segment 4B includes the trail alignment within Orange County connecting to the future extension of the West Orange Trail at Kelly Park in Orange County to CR 435.

The purpose of this contract is to provide the tasks necessary to obtain Federal Highway Administration (FHWA) approval under the National Environmental Policy Act for Segments 1, 2, and 4. The FHWA through coordination with the FDOT has established procedures for FHWA approval which are outlined within the FDOT PD&E Manual. It is anticipated that Segments 1 and 2 will be completed as a FDOT Type II, Minor Categorical Exclusion (MICE). It is anticipated that Segment 4 will be completed as a FDOT Type I, MICE.

Segment 3 has been included in the Wekiva Parkway project and was addressed under separate NEPA documents for that project and is not part of this contract.

SCOPE OF SERVICES OUTLINE:

The proposed Scope of Services for this project encompasses the following primary tasks and subtasks.

TASK 1.0 – PUBLIC INVOLVEMENT AND AGENCY COORDINATION

- 1.1 Public Involvement Data Collection - The CONSULTANT will identify stakeholders along the trail alignments as well as primary agency contacts for inclusion on the project's contact list. This list will be amended throughout the study process, and will include federal, state and local agencies, municipalities, property owners, trail advocacy groups,



and other interested parties as identified through the project process. This contact list will be used for project mailings and other project notifications. In addition to contacts already included in the project files, the contact list will include the following:

- Property owners within 300 feet of the potential trail alignments
- Others interested in the project that request inclusion in the mailing list
- Environmental agencies
- Elected and appointed officials

The CONSULTANT will provide maps indicating properties within 300 feet of any potential trail alignments and the MPO will provide the CONSULTANT a mailing list based on these maps

1.2 Stakeholder and Agency Meetings

The Consultant will set up and participate in one public workshop

Other (Unscheduled) Public and Agency Meetings - It is anticipated that 21 meetings will held for this project. The following meetings are anticipated:

- Lake Sumter MPO BPAC Meetings - 1
- Lake Sumter MPO TAC Meetings - 1
- Lake Sumter MPO CAC Meetings – 1
- Lake Sumter MPO Board Presentations – 1
- City of Mount Dora Staff Meetings – 1
- Mount Dora Historical Society – 1
- FDOT Staff Meetings – 6 (Progress Meetings – 2, Section 106 meetings – 2, Section 4(f) meetings – 2)
- FDEP – 2 Meetings
- Lake County Parks and Trails – 1 Meeting
- Orange County Parks – 1 Meeting
- OOCEA Staff Meetings – 1 Meeting
- Property Owner Meetings – 1 Meeting
- CRC Meetings (Section 106 Case Study Report) – 3 Meetings

1.3 Conduct Public Meetings

The Consultant will set up and participate in one public meeting. The meeting will be held as a workshop with display boards, meeting handouts and a PowerPoint presentation.

1.4 Special Public Involvement Requirements

- The Consultant shall prepare two (2) newsletters informing stakeholders of the status of the project.
- The project website will be maintained monthly for the duration of the contract.



- The project Facebook page will be update monthly for the duration of the contract.

1.5 Quality Assurance Control

The Consultant shall be responsible for ensuring that all work products conform to the FDOT standards and criteria for PD&E studies in conformity to the PD&E Manual and direction provided by the FDOT. The FDOT will be part of the project team with regards to reviewing the Consultant's submittals.

This shall be accomplished through a Quality Assurance Control (QC) process performed by the Consultant. This QC process shall insure that quality is achieved through checking reviewing and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

TASK 2.0 – ENVIRONMENTAL ANALYSIS AND REPORTS

A Cultural Resource Assessment Survey (CRAS) was previously prepared for the project. The CRAS identified two resources as being eligible for listing on the National Register of Historic Places. These were the Seaboard Coast Line Railroad (8LA2957) and Railroad Bridge over Tremain Street (8LA4384). A Draft Cultural Resources Section 106 Effects Consultation Case Study Report was subsequently prepared addressing these two resources. This Section 106 Evaluation and Determination of Effects documents the potential effects the proposed improvements may have on the National Register-eligible Seaboard Coast Line Railroad (8LA2957) and Railroad Bridge over Tremain Street (8LA4384) located within the Area of Potential Effect (APE). The Criteria of Adverse Effect, found in 36 CFR Part 800.5(a)(1) was applied to the project. The removal and replacement of the historic fabric of the railroad segment and railroad bridge was determined to result in an adverse effect to both resources. Based on an adverse impact determination, the historical issues associated with the railroad and railroad bridge may also result in the need for Section 4(f) efforts.

Further consultation and documentation will be required to fulfill the requirements of the Section 106 and Section 4(f) process as outlined in the FDOT PD&E Manual. The additional effort include the following tasks.

2.1 Revisit and Revise Section 106 Case Study

The Consultant will revise the current case study report to assess the proposed improvements at and determine the potential effects these improvements may have on the identified significant resources according to the Criteria of Effect established by Section 106. Typically evaluations result in a determination of either "No Adverse Effect" or "Adverse Effect". By revisiting the case study, the revised project improvements can be evaluated. Project improvements will be developed, which could include the installation of markers along the trail that cover the history and significance of the railroad; incorporation of compatible materials into the rehabilitation of the railroad bridge and/or informational kiosk; and more extensive documentation of the resources prior to the removal of historic materials.



Wekiva Trail PD&E – Scope of Services

This Case Study Report document will be prepared as a draft and will be submitted to the client for review. The lead agency will submit the final document to the State Historic Preservation Officer (SHPO) for 30 day review. The SHPO will then respond back with a letter stating whether they do or do not concur with the findings in the document.

The Consultant will develop Conceptual Plans for conversion of the railroad bridges to shared-use trail bridges with the goal of preserving the historic context of the bridges. This work will be performed by an Architect and include a plan and elevation of the bridges which will be graphically rendered with sufficient detail to allow review by the Mount Dora Historical Society and the SHPO as part of the Section 106 process. The Consultant shall provide three initial concepts for both railroad bridges for discussion with stakeholders. Based on a review of these three initial concepts, the Consultant shall provide a final draft concept to be reviewed by the stakeholders. Upon review and comments, a Final Concept Plan will be submitted for approval.

The Consultant shall conduct meetings with stakeholders regarding the Section 106 process, effects to the significant historic resources, and the development of appropriate mitigation options. These meetings will include the agencies such as SHPO, and affected parties from the community.

2.2 Memorandum of Agreement

If adverse impacts to the historic railroad and the Tremain Street railroad bridge are unavoidable, the Consultant will prepare a Memorandum of Agreement (MOA) for this project based on the Section 106 Case Study Report. As part of this task, the Consultant will outline the proposed contents of the MOA and submit these for review and comment by the signatory and concurring parties. The Consultant will develop stipulations for mitigation and other strategies based on input from agencies and involved parties. The Consultant will ensure that the MOA is written with such clarity that it will not be subject to misinterpretation when later executed.

2.3 Section 4(f)

Section 4(f) – Dependent on determination from the agencies, Section 4(f) may be applicable to this project. The Consultant will coordinate with the FHWA, FDOT, SHPO, and other interested parties regarding Section 4(f) issues in accordance with the FDOT PD&E Manual. The Consultant shall determine how the project falls under the mandates of 4(f), and assess direct and indirect (i.e. constructive) use based on the provided engineering plans. The Consultant shall provide all information and analysis necessary for the agencies need to determine applicability and level of Section 4(f) documentation necessary, including a possible individual Section 4(f) Statement.

Optional Services - If an individual Section 4(f) Statement is necessary, extensive documentation will be necessary regarding the historic resources and the engineering and environmental studies undertaken to identify the only prudent and feasible alternative. This Section 4(f) effort will need to be completed according to the PD&E Manual. Also, the coordination and routing of this document to the agencies including the FHWA and even Department of the Interior in Washington D.C. will be required.



2.4 Wetlands

Based on the Natural Environment Technical Memorandum developed as part of the Wekiva Trail Feasibility Study, the Consultant shall conduct additional GIS and FLUCCS mapping research, accompanied by field reviews as necessary, to identify wetland locations, wetland quality, and identify potential permitting and mitigation issues. It is anticipated that the data used to evaluate the Wekiva Parkway will also be used to evaluate impacts. A Wetland Evaluation Technical Memorandum shall be prepared to document the findings and recommend conceptual mitigation options.

2.5 Wildlife and Habitat

Based on the Natural Environment Technical Memorandum developed as part of the Wekiva Trail Feasibility Study, the Consultant shall utilize existing data and species surveys to complete informal consultation with the USFWS under Section 7 of the Endangered Species Act. It is anticipated that the existing data and wildlife surveys will be adequate to evaluate some impacts for trail alternatives. An Endangered Species Biological Assessment (ESBA) shall be prepared to document the findings. The ESBA will be submitted to the USFWS for concurrence and FHWA for approval.

2.6 Class of Action Determination

Segment 1 and 2 – A Type 2 Minor Categorical Exclusion (MiCE) class of action determination is anticipated due to the potential Section 106 impacts and Section 4(f) involvement.

Segment 4 – A Type 1 Minor Categorical Exclusion (MiCE) class of action determination is anticipated due to the potential endangered species involvement.

2.7 Contamination – *Optional Services*

A Contamination Screening Evaluation Report (CSER) has been prepared for this project and approved by FDOT. The potential for soil contamination within the railroad grade was identified as requiring a Phase II CSER in the design phase. However, additional information is necessary as part of this PD&E study to assist the LSMPO with estimating project costs for future remediation. This level of effort is considered less than a Phase II CSER but is above the work effort normally conducted for a Phase I CSER. Additionally, the railroad bridge over US 441 was constructed pre-1960 and will likely contain lead based paint. The Consultant will perform contamination screening for the purpose of developing initial remediation cost estimates.

Soil based contaminants within railroad grade:

This task will be conducted to provide a screening-level soil assessment to provide quantitative analytical results relative to soil impacts resulting from former use as a railroad. Assumed chemical constituents are herbicides using lead-arsenate or similar compounds and chemicals from treatment of railroad ties. The SOW includes:



- Conduct a site visit to establish site assessment locations and evaluate other constraints that may implicate performance of the site assessment.
- Collect up soil samples (including field quality assurance sample) at approximate 500-ft longitudinal spacing intervals utilizing hand auger equipment along the railroad bed storm sewer construction area (centerline of former railbed);
- Soil samples collected from 0-6 inches below land surface per Chapter 62-780 Florida Administrative Code (FAC);
- Transport soil samples to a FDEP-approved analytical laboratory for analysis for lead and arsenic using EPA Method 6010 and PAHs using EPA Method 8270.
- Compare the analytical data to default direct exposure SCTLs provided in Chapter 62-777 FAC;
- Prepare and submit two (2) hardcopies of a letter report and one (1) electronic copy that documents the soil sampling activities, sampling locations and analytical results.

Lead Based Paint Testing

The Consultant shall conduct sampling to determine presence of lead based paint on the railroad bridge over US 441.

Trail System Contamination Remediation Master Plan

The Consultant shall prepare a technical memorandum detailing findings and providing remediation planning options for soil based contaminants within railroad grade, contamination within existing railroad ties, and lead based paint on the railroad bridge over US 441.

2.8 Quality Assurance Control

The Consultant shall be responsible for ensuring that all work products conform to the FDOT standards and criteria for PD&E studies in conformity to the PD&E Manual and direction provided by the FDOT. The FDOT will be part of the project team with regards to reviewing the Consultant's submittals.

This shall be accomplished through a Quality Assurance Control (QC) process performed by the Consultant. This QC process shall insure that quality is achieved through checking reviewing and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

TASK 3.0 ENGINEERING and RIGHT OF WAY SERVICES

3.1 Develop Alternative Alignments (Segment 2)

A key issue for Segment 2 is establishing alternative alignments. Presently, several trail alignment alternatives exist, have been discussed with property owners, and have been



reviewed for environmental impacts. These alternatives utilize combinations of CSX owned abandoned right-of-way, large parcels, roadway right-of-way, utility easements and park property to create the alignment. Based on the land-use and absence of environmental issues, any number of alignments will satisfy the project need while not creating a significant environmental impact under NEPA. Because of the nature of the properties under consideration, the final selected alignment will rely heavily on the willingness of property owners to work with the LSMPO on the placement of the trail across their property. Based on past experience, property can change owners, property owners can change their mind, and development is likely to change the outcome of the trail placement when the trail enters the right-of-way acquisition phase during design.

Although a single preferred alignment will be selected as part of this project, it is the desire of the LSMPO to create a number of trail alignment alternatives that both meet property owners needs and that are also approvable by the FHWA with a Type II MiCE. The purpose of multiple alternatives is to provide flexibility for determination of the final alignment during the design phase. The Consultant shall work with the LSMPO to ensure viable trail alignments are included in the Concept Plans and approved with the Type II MiCE by FDOT. The Consultant shall support the LSMPO with property owner coordination for this task.

3.2 Structures

The Consultant will provide a one to two page technical memo including an evaluation of existing conditions, description of proposed conversion requirements and an estimate of probable construction cost for the two existing RR Bridges within the project limits (Tremain Street and US 441). A detailed structural analysis of the existing bridges is not included. It is assumed the bridges will have sufficient capacity for the pedestrian bridge retrofit, and any strength calculations will be performed during final design. The Consultant will prepare a Plan & Elevation Sheet and a Typical Section Sheet for each of the two bridge sites. In the absence of existing bridge plans or survey data, the plans will not be drawn to scale and will be based on tracing the existing bridge geometry from aerials.

The Consultant will attempt to obtain the existing bridge plans by coordinating with FCRR and CSX. FBT will perform one site visit to compare the existing plans to the general as-built condition of the existing bridges. If the plans are not available, then the Consultant will perform one site visit to document the general existing conditions at the bridge sites.

The Consultant will review and provide input into architectural concepts for historic interpretive details for the bridges.

The project deliverables will consist of a technical memorandum with plans consisting of an original submittal and a revised version incorporating review comments.

3.3 Active Railroad Right-of-Way Title Work - Optional Services



The Consultant will provide services necessary to identify the title ownership to the CSX owned railroad for the project alternatives which is proposed to be acquired for the Lake-Wekiva Trail Project. This proposed scope of services includes the following:

- Identification of the ownership interest(s) that will need to be acquired and the encumbrances that will need to be cleared to obtain sufficient quality of title for one section of active railroad right-of-way corridor proposed to be acquired for the Wekiva Trail.
- Title research report and title review, and document preparation.
- Identification of those efforts that may be required to obtain a Quiet Title on the referenced railroad right-of-way property, if necessary.

3.4 Abandoned Railroad Right-of-Way (Segment 2) Title Work - Optional Services

The Consultant will provide services necessary to identify the title ownership to the abandoned CSX owned railroad for the project alternatives within Segment 2. This proposed scope of services includes the following:

- Identification of the ownership interest(s) that will need to be acquired and the encumbrances that will need to be cleared to obtain sufficient quality of title for one parcel of CSX owned railroad right-of-way proposed to be acquired for the Wekiva Trail within Segment 2.
- Title research report and title review, and document preparation.
- Identification of those efforts that may be required to obtain a Quiet Title on the referenced railroad right-of-way property, if necessary.

3.5 Earliest Public Record Search

The Consultant shall conduct earliest public records searches for three parcels of property located within Segment 1 and Segment 2 of this project. The consultant will be directed by the Project Manager as to which parcels will be chosen.

3.6 Survey Support Tasks

The Consultant shall provide survey services to support right-of-way acquisition within the project limits. Survey tasks may include topographic surveys, established bench marks, survey of Right of Ways and other survey tasks as directed by Project Manager.

3.7 Preliminary Engineering Report (PER)

The Consultant shall prepare and submit a draft and final PER for review by FDOT, Lake County, Mount Dora, and the LSMPO. A final PER will be submitted to LSMPO and distributed to FDOT, Lake County, Mount Dora, and the LSMPO. The PER will document the engineering decisions, provide estimated construction costs, estimated right-of-way title work costs, document environmental impacts and provide sufficient detail to achieve FHWA NEPA approval and move the project into the design phase.



3.8 Concept Plans

Initial Concept Plans were submitted in January 2014. These Concept Plans are out of date due to changes to the ongoing Wekiva Parkway design by the Central Florida Expressway (CFX) Authority and FDOT. The Consultant shall coordinate with CFX and FDOT to obtain current roadway design plans and update the Wekiva Trail Concept Plans to match.

The Consultant shall include appropriate Section 106 mitigation measures, document project issues as appropriate, show other projects including trailheads, and include appropriate environmental issues (e.g. contamination, wetlands, etc.) within the Concept Plans.

The Consultant shall submit revised Draft Concept plans for review and comment to FDOT, Lake County, Mount Dora and LSMPO. Final Concept Plans shall be submitted for approval by LSMPO. Digital copies of the final Concept Plans shall be distributed to FDOT, Lake County, Mount Dora, and the LSMPO.

3.9 Quality Assurance Control

The Consultant shall be responsible for ensuring that all work products conform to the FDOT standards and criteria for PD&E studies in conformity to the PD&E Manual and direction provided by the FDOT. The FDOT will be part of the project team with regards to reviewing the Consultant's submittals.

This shall be accomplished through a Quality Assurance Control (QC) process performed by the Consultant. This QC process shall insure that quality is achieved through checking reviewing and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

TASK 4.0 MISCELLANEOUS SERVICES

- 4.1 Contract and Project Files – The Consultant will maintain project files for the project.
- 4.2 Project Management Meetings and Coordination – the CONSULTANT will attend progress meetings as needed.

Exhibit B

Fee Quotation Proposal

**Inwood Consulting Engineers,
Inc.**

ESTIMATE OF WORK EFFORT AND COST - Wekiva Trail

Name of Project: Wekiva Trail PD&E
 County: Lake
 SPS: 134-41925-4
 EIS Number: 650-11-023

Consult: National Environmental Consulting Engineers, Inc.
 Contract No:
 Date: 8/14/2014
 Prepared: Howard Gardner

Staff Classification	Total Staff Hours	Project Manager	Chief Engineer	Senior Engineer	Senior Scientist	Project Engineer	Planner	CADD/Computer Tech	Engineer/Infore	Administrative Clerk				By Month	Salary Cost By Month	Average Rate Per Week
Public Involvement	200	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Engineering Analysis & Report	120	25	10	10	0	10	0	10	0	0	0	0	0	0	0	0
Environmental Analysis & Report	100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Miscellaneous	50	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Staff Hours	320	25	10	10	0	10	0	10	0	0	0	0	0	0	0	0
Total Staff Cost	\$48,350.00	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,175.00	\$150.00



SALARY RELATED COSTS:			
OVERHEAD	0.0%		\$0.00
OPERATING EXPENSES	0.0%		\$0.00
EXPENSES	0.0%		\$0.00
SALARY RELATED SUBTOTAL:			\$16,175.00
Survey (Field - 14 by Permit)	0.0%	4 hours max day	\$0.00
SUBTOTAL - PRIME			\$166,076.00
Subcontract - DESH			\$12,500.00
Subcontract - B&B			\$14,275.00
Subcontract - E&P&G&M			\$3,500.00
Subcontract - E&S&W&Q			\$19,750.00
Subcontract - Other			\$31,162.00
SUBTOTAL SUBPRIME FEE:			\$71,187.00
Optional Services - Task 1.1 and Task 1.4			\$5,000.00
Optional Services - Task 2.0 - Contamination Testing			\$10,000.00
Optional Services - Task 2.0 - Contamination Remediation Management			\$12,000.00
GRAND TOTAL ALTERNATIVE:			\$265,363.00

PUBLIC INVOLVEMENT

Estimator: David Graber						Wekiva Trail PD&E FORM #32975-1	
Task No.	Task	Units	# of Units	Hours / Unit	HOURS	Comments	
1.0	Public Involvement						
1.1	Public Involvement Data Collection	L.S.	1	24	24		
1.2	Stakeholder and Agency Meetings	per meeting	24	6	126	(1.5 staff x 1 hrs per meeting + 1.5 hrs travel) + 1.0 hrs prep and notes = 6.0 hrs per meeting	
1.3	Conduct Public Meeting	per meeting	1	120	120	Prepare public display boards, handouts and power point presentation, arrange facility, set-up, attend and document comments	
1.4	Special Public Involvement Requirements	Item total			128		
	Website and Online Public Involvement Program	L.S.			24	2 hours per month x 12 months	
	Newsletters	EA	7	20	80		
	Map Based Interactive Web Tool	L.S.			24	Update Tool for Website	
		Sub total			396		
		*subject to QC	% QC				
1.10	Quality Assurance / Quality Control	LS		5%	20		
PUBLIC INVOLVEMENT TOTAL HOURS						416	

ENVIRONMENTAL ANALYSIS AND REPORTS

Estimator:						Wekiva Trail PD&E FMW 436976-1	
Task No.	Task	Units	# of Units	Hours / Unit	HOURS	Comments	
2	Environmental Analysis And Reports						
2.1	Revisit and Revise Section 105 Case Study	L.S.	1	24	24	Inwood to coordinate task with Janus, QC deliverables	
2.2	Section 106 Memorandum of Agreement	L.S.	1	16	16	Inwood to coordinate task with Janus, QC deliverables	
2.3	Section 4(f)	L.S.	1	60	60		
2.4	Wetlands	L.S.	1	24	24	Finalize Report, Submit for Approval, Coordinate and Follow-up	
2.5	Wildlife and Habitat	L.S.	1	24	24	Finalize Report, Submit for Approval, Coordinate and Follow-up	
2.6	Class of Action Determination	L.S.	1	8	8	Coordinate with FDOT	
2.7	Contamination	L.S.	1	16	16	Inwood to coordinate task with 3E, QC deliverables	
				Sub total	182		
			* Subject to QC	% QC			
2.8	Quality Control	L.S.		5%	10		
ENVIRONMENTAL TOTAL HOURS					202		

ENGINEERING ANALYSIS AND REPORT

ENGINEERING ANALYSIS AND REPORT						Wekiva Trail PD&E FMN 430975-1
Task No.	Task	Units	# of Units	Hours / Unit	HOURS	Comments
3	Engineering and Right-of-Way Services					
3.1	Develop Alternative Alignments (Segment 2)	L.S.	1	60	60	
3.2	Structures	L.S.	1	16	16	Inwood to coordinate task with Florida Bridge, QC deliverables
3.3	Active Railroad Right-of-Way	L.S.	1	16	16	Inwood to coordinate task with Ed Barfield, LLC and QC deliverables
3.4	Abandoned Railroad Right-of-Way	L.S.	1	16	16	Inwood to coordinate task with Ed Barfield, LLC and QC deliverables
3.5	Earliest Public Record Search	L.S.	1	4	4	Inwood to coordinate task with Ed Barfield, LLC and QC deliverables
3.6	Survey Support	L.S.	1	4	4	Inwood to coordinate task with BESH
3.7	Preliminary Engineering Report	L.S.	1	160	160	Includes summary of previous work, summary of engineering, environmental and right-of-way decisions and construction cost estimates. Draft, 2nd Draft and Final
3.8	Concept Plans	L.S.	1	60	60	Update alignments, document Section 105 mitigation and key environment and engineering elements for project.
			Sub total		356	
			*Subject to QC	% QC		
5.6	Quality Control	L.S.		4%	14	
	ENGINEERING TOTAL HOURS				370	

MISCELLANEOUS

Estimator:						Wekiva Trail PD&E FME# 430975-1
Task No.	Task	Units	# of Units	Hours / Unit	HOURS	Comments
4	MISCELLANEOUS SERVICES					
4.1	Contract and Project Files	LS	1	35	35	6 reports x 2 hrs/ month + 24 hours initial set-up x 30
4.2	Project Management Meetings and Coordination	LS	1	57	57	6 meetings x ((2 hrs + 2 hrs travel) x 2 people) + 1 hr prep + 0.5 hrs notes))
MISC. TOTAL HOURS					93	
SUMMARY						
PUBLIC INVOLVEMENT					416	
ENGINEERING ANALYSIS AND REPORTS					370	
ENVIRONMENTAL ANALYSIS AND REPORTS					202	
MISCELLANEOUS					93	
PROJECT TOTAL HOURS					1083	

Exhibit C

Sub-consultant Fee Proposals

- **Booth, Ern, Straughan & Hiott, Inc.**
- **Borrelli + Partners, Inc.**
- **Edwin R. Barfield, LLC**
- **Florida Bridge and Transportation, Inc.**
- **Janus Research, Inc.**
- **3E Consultants, Inc.**

Booth, Ern, Straughan & Hiott, Inc.



VIA EMAIL dgraeber@inwoodinc.com

August 13, 2014

David Graeber
Inwood Consulting Engineers, Inc.
228 E. Main Street, Suite 101A
Tavares, Florida 32778

RE: **PROPOSAL/AGREEMENT FOR LAKE WEKIVA TRAIL**

Dear Mr. Graeber:

Enclosed please find our proposal for surveying services necessary to complete the above-referenced project, as requested. Please be sure to initial Pages 5-11, sign Page 10, and complete Page 11 for billing purposes. Should you have any questions with regards to this matter, please feel free to contact our office.

Sincerely,

BOOTH, ERN, STRAUGHAN & HIOTT, INC.

J. Michael Straughan, P.S.M.
Principal
mstraughan@besandh.com

JMS:am

Enclosure

H:\Broke\Word Perfect\Pam's proposals\Lake Wekiva Trail - Inwood Consulting Submittal Letter 8-13-14.wpd

ENGINEERS ♦ SURVEYORS ♦ LAND PLANNERS
902 North Sinclair Avenue ♦ Tavares, Florida 32778
Phone: 352.343.8481 ♦ Fax: 352.343.8495
E-Mail: info@besandh.com ♦ www.besandh.com

SURVEYING SERVICES PROPOSAL/AGREEMENT

FOR

LAKE WEKIVA TRAIL

SURVEYORS:

J. Michael Straughan, P.S.M., Principal
BOOTH, ERN, STRAUGHAN & HIOTT, INC.
350 North Sinclair Avenue
Tavares, Florida 32778
(352) 343-8481 - Phone
(352) 343-8495 - Fax
mstraughan@besandh.com

CLIENT:

David Graeber
Inwood Consulting Engineers, Inc.
228 E. Main Street, Suite 101A
Tavares, Florida 32778
dgraeber@inwoodinc.com

PROJECT: Lake Wekiva Trail
CLIENT: David Graeber, Inwood Consulting Engineers, Inc.
DATE: August 13, 2014

PROPOSAL FOR SERVICES

SURVEYING SERVICES:

Booth Ern Straughan & Hiott, Inc. (BESH) is pleased to submit the following Scope of Services.

TASK 001 MISCELLANEOUS SURVEY TASK

Perform miscellaneous survey task (Topographic Surveys, Establish Bench Marks, Survey Right of Ways, etc.) as requested from Inwood Consulting Engineers, Inc., along the proposed Lake Wekiva Trail Project. The various requested task will be billed at an hourly rate (see rate schedule) not to exceed \$12,500.00. Task will be billed on a completion of requested task bases, and payment for completed requested task will be expected at that time.

FEE: \$12,500.00 (To be billed hourly and not to exceed)

PROJECT: Lake Wekiva Trail
 CLIENT: David Graeber, Inwood Consulting Engineers, Inc.
 DATE: August 13, 2014

**HOURLY RATE SCHEDULE
(2014)**

Professional Services shall be charged at the following rate schedule:

ENGINEERING

PROFESSIONAL ENGINEER (PRINCIPAL)	\$145.00/HOUR
PROFESSIONAL ENGINEER	\$130.00/HOUR
PROJECT ENGINEER	\$110.00/HOUR
ENGINEER TECHNICIAN I	\$95.00/HOUR
ENGINEER TECHNICIAN II	\$75.00/HOUR
BUILDING INSPECTOR	\$65.00/HOUR
CONSTRUCTION ENGINEER	\$85.00/HOUR
EXPERT TESTIMONY PROFESSIONAL ENGINEER	\$300.00/HOUR

SURVEYING

PROFESSIONAL SURVEYOR (PRINCIPAL)	\$145.00/HOUR
PROFESSIONAL SURVEYOR	\$110.00/HOUR
3 MAN FIELD CREW	\$145.00/HOUR
2 MAN FIELD CREW	\$125.00/HOUR
SURVEY TECHNICIAN I	\$95.00/HOUR
SURVEY TECHNICIAN II	\$75.00/HOUR
SURVEY TECHNICIAN III	\$30.00/HOUR
TITLE RESEARCHER	\$110.00/HOUR
EXPERT TESTIMONY PROFESSIONAL SURVEYOR	\$300.00/HOUR

PROJECT: Lake Wekiva Trail
CLIENT: David Graeber, Inwood Consulting Engineers, Inc.
DATE: August 13, 2014

All printing for this project shall be billed out at the following rate schedule, plus sales tax:
(Outside Copying Services will be billed at cost)

Engineering Bond Copies

Black & White

11 x 17.....\$1.25
24 x 36.....\$2.50

Color Copies

11 x 17.....\$2.00
24 x 36.....\$6.00

Black & White Copies

8 ½ x 11.....\$0.10
8 ½ x 14.....\$0.15
11 x 17.....\$0.20

Color Copies

8 ½ x 11.....\$1.20
8 ½ x 14.....\$1.45
11 x 17.....\$1.70

Other Printing Services

24 x 36 Vellum.....\$9.00
24 x 36 Mylar.....\$12.00
24 x 36 Photo Paper, Color.....\$36.00
24 x 36 Foam Board.....\$20.00

Other Services

Fax.....\$1.00/Copy
Postage (Fed-Ex, Certified Mail, Etc)...@ cost
Concrete Monuments.....\$10.00
Rebar.....\$2.00
Mileage (T/M Projects Only).....\$0.59

PROJECT: Lake Wekiva Trail
CLIENT: David Graeber, Inwood Consulting Engineers, Inc.
DATE: August 13, 2014

TERMS AND CONDITIONS

I. GENERAL CONDITIONS

A. AGREEMENT:

These terms and conditions are attached to and made part of the proposal for services (the "Proposal for Services") by which Booth, Ern, Straughan & Hiott, Inc. ("BESH") has agreed to perform certain professional engineering and/or surveying services for and on behalf of Inwood Consulting Engineers, Inc. ("Client"). The Proposal for Services, these terms and conditions, the hourly rate schedule, and the executed authorization to proceed attached to these terms and conditions shall constitute a contract (hereinafter referred to as the "Agreement") for the provision of services by BESH to and on behalf of Client.

B. TERMINATION:

This Agreement may be terminated by either party by furnishing written notice to the other party at least thirty (30) days prior to the effective date of termination. In the event that this Agreement is terminated by either party, Client shall pay BESH for all services performed and expenses incurred through the date of termination.

C. DOCUMENTS:

ENGINEERING DOCUMENTS

All original drawings, computations, details, design calculations, and electronic media that result from engineering services performed by BESH pursuant to this Agreement are and at all times shall remain the property of BESH. Signed and sealed construction plans, pdf files and AutoCad files will be issued to the Client as needed for permitting, bidding and construction. In doing so, Client agrees that no additions, deletions, changes or revisions shall be made to any of said documents without the express written approval of BESH. If payment for services is not received in accordance with Section II.(C)(Payment) of this Agreement, BESH reserves the right not to release any documents until payment is made current.

SURVEYING DOCUMENTS

All original drawings, computations, details, design calculations, field notes, and electronic media that result from surveying services performed by BESH pursuant to this Agreement are and at all times shall remain the property of BESH. Signed and sealed surveys may be obtained for a period of time up to ninety (90) days after issuance of the survey, and certifications may be revised during that same period of time for a fee of \$50.00 for each revision. Upon payment in full for services completed, and within the same period of ninety (90) days, Client, at Client's expense, may obtain copies of any documents or reproducible copies of drawings. In doing so, Client agrees that no additions, deletions, changes or revisions shall be made to any of said documents without the express written approval of BESH. After ninety (90) days and within one hundred eighty (180) days following issuance of the survey, BESH will revise certifications and will visually inspect the subject property for the purpose of reissuing a signed and sealed survey, charging its then-current hourly rates for performing said services and reissuing the survey.

D. FEE RENEGOTIATION:

The Proposal for Services describes the specific services to be performed and tasks to be undertaken by BESH for and on behalf of Client, and states the fee (the contract price) for each service and task. Except as otherwise provided in this Agreement, the contract prices quoted in the Proposal for

PROJECT: Lake Wekiva Trail
CLIENT: David Graeber, Inwood Consulting Engineers, Inc.
DATE: August 13, 2014

Services shall remain in effect for a period of two (2) years from the date of execution of this Agreement. After the expiration of two (2) years from the date hereof, the contract prices stated in the Proposal for Services shall be renegotiated between BESH and Client with respect to all services and tasks that have not been completed by that date. The hourly rates set forth in the hourly rate schedule that is part of this Agreement shall apply to all additional services requested by Client outside the scope of the services and tasks described in the Proposal for Services. Said hourly rates are applicable through December 31st of the year in which this Agreement was executed, and are subject to renegotiation on January 1 of each year thereafter.

E. REGULATORY REQUIREMENTS:

The contract prices and hourly rates set forth in this Agreement have been quoted based on all federal, state and local regulations in effect as of the date that the authorization to proceed work is signed by the latter of BESH and Client. If any of said regulations change during the permitting and design phase of this project, BESH reserves the right to increase fees for services that may be affected by regulatory changes upon written notice to the Client.

F. PERMIT ACQUISITION

BESH cannot guarantee the acquisition of any or all of the permits and/or approvals that shall be required for Client's project. BESH agrees that it shall exercise its best efforts try to obtain all of the necessary permits and/or approvals. Nevertheless, Client shall be responsible for payment of all consulting fees due BESH regardless of agency/governmental actions, including without limitation the failure of one or more governmental agencies to give the necessary approval for the project.

II. COMPENSATION

A. ADDITIONAL SERVICES:

BESH shall be fully compensated by Client for all additional services performed by BESH, including, without limitation, the following:

1. Changes made at Client's request to the scope of services defined in this Agreement.
2. Revisions made necessary as a result of changes to local, state or federal governmental requirements after the date of this Agreement.
3. Redesign per Client after preliminary design has been submitted to the relevant approving agency.

Client must sign a separate authorization to proceed form (a "Change Order") for each change in scope of services requested by Client before BESH is obligated to perform the revised scope of services.

B. OUT-OF-POCKET EXPENSES:

In addition to the fee schedule set forth in the Proposal for Services and the hourly rates to be charge for all additional services performed by BESH, BESH shall be reimbursed for all out-of-pocket expenses incurred by BESH, including, without limitation: blueprints, copies, plots, aerials, express deliveries, specialized postage, overnight courier services (such as Federal Express and UPS) and travel outside of the Central Florida area (greater than 25 miles from BESH's office located in Tavares, Florida). Printing and mileage expenses are set forth on the hourly rate schedule that is part of this Agreement. All other charges shall be billed to and paid by Client based on the actual costs incurred by BESH.

PROJECT: Lake Wekiva Trail
CLIENT: David Graeber, Inwood Consulting Engineers, Inc.
DATE: August 13, 2014

C. PAYMENT:

BESH shall submit invoices to Client on a semi-monthly (twice per month) basis. On each invoice, BESH will bill for its services in accordance with the hourly rate schedule included as part of this Agreement. The invoice also will identify the task or the tasks from the Proposal for Services on which BESH performed services during the billing period. If the Proposal for Services states a lump sum dollar figure for any particular task, the lump sum amount will represent a "not to exceed" figure for the task in question, and BESH will continue to bill by the hour for its services on that task until the "not to exceed" figure has been billed in full. Thereafter, unless the scope of services to be performed by BESH pursuant to said task has been changed and the compensation to be paid to BESH has been modified pursuant to Section II.A. of these Terms and Conditions, BESH will continue to perform its services under that task without additional charges for its services until BESH has performed all work required by that task. Client shall notify BESH in writing within ten (10) days from the date of the invoice if Client has any questions about the services performed or the charges for those services as reflected on the invoice. Client waives any and all challenges to the services performed and the charges for those services not raised within said ten (10) day timeframe. All invoices shall be due and payable in full within fourteen (14) days from the date of the invoice. All unpaid balances that remain unpaid after fourteen (14) days from the date of the invoice shall be subject to interest on the unpaid balance at the rate of 1.5% per month.

All outstanding invoices shall be paid in full by Client prior to plan submittal to any permitting agency, preparation of Final Plans for building purposes, Final Recording of Record Plat, and/or Final Certification of Completion to state and local agencies. BESH shall have no obligation under this Agreement to submit or prepare any of the foregoing materials unless and until Client complies with this requirement. In addition, in the event that any balance remains unpaid for at least 45 days from the date of the invoice which included the unpaid balance, BESH shall have the right to terminate any and all further work on the project until Client has paid said balance in full.

III. MISCELLANEOUS

A. FORCE MAJEURE:

BESH shall not be liable for any delays or failure in performance due to contingencies beyond BESH's reasonable control including, without limitation, acts of God, war, fire, explosion, flood, epidemic, severe weather, earthquake, rainstorm, riots, theft, accidents, strike, work stoppage, acts or regulations of a governmental entity, shortages of vehicles, fuel, power, labor or material, delays of other companies or contractors, or any other causes whatsoever whether similar or dissimilar to those previously enumerated. In the event of delay caused by any of the foregoing, BESH's time for performance shall be extended for such time as may be reasonably necessary to enable BESH to perform.

B. LIMITATION OF LIABILITY:

UNDER NO CIRCUMSTANCES SHALL BESH BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LIQUIDATED DAMAGES, DELAYS, LOSS OF PRODUCTIVITY, INEFFICIENCY, LOSS OF GOOD WILL, OR ANY OTHER DAMAGES WHICH ARE SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL. THE LIABILITY OF BESH TO CLIENT, FOR ANY CAUSE OR COMBINATION OF CAUSES ARISING OUT OF OR RELATED TO THIS AGREEMENT, SHALL BE LIMITED TO THE TOTAL AMOUNT OF THE COMPENSATION PAID BY CLIENT TO BESH PURSUANT TO THIS AGREEMENT.

PROJECT: Lake Wekiva Trail
CLIENT: David Graeber, Inwood Consulting Engineers, Inc.
DATE: August 13, 2014

C. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between BESH and Client and supercedes any and all prior or contemporaneous understandings, representations and agreements, oral or written. No amendment, modification or waiver hereof will be binding on BESH unless made in writing and duly executed by an authorized representative of BESH.

D. WAIVER:

The failure of BESH to enforce any provision of this Agreement or to exercise any right accruing through the default of the Client hereunder, shall not constitute a waiver of any other rights of BESH with respect to this Agreement.

E. COSTS AND ATTORNEY'S FEES:

In the event of any litigation to enforce the terms of this Agreement, BESH shall be entitled to recover court costs and reasonable attorney's fees for all proceedings, including at the trial court level, on appeal, and in connection with bankruptcy court proceedings. In the event that BESH retains the services of an attorney to collect from Client any sums due hereunder, BESH shall be entitled to recover from Client all fees and costs incurred with said attorney, whether suit is brought or not.

F. GOVERNING LAW; VENUE:

This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding based upon this Agreement shall lie exclusively in the state court of competent jurisdiction in Lake County, Florida.

G. SEVERABILITY:

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby but rather this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

**H. STATEMENT REGARDING DESIGN PROFESSIONALS
(ABSENCE OF LIABILITY).**

THIS AGREEMENT HAS BEEN ENTERED INTO BETWEEN CLIENT AND BESH. CLIENT ACKNOWLEDGES AND AGREES THAT THE INDIVIDUAL EMPLOYEES AND AGENTS OF BESH, INCLUDING WITHOUT LIMITATION THE DESIGN PROFESSIONALS WHO ARE EMPLOYEES OR AGENTS OF BESH, ARE NOT PARTIES TO THIS AGREEMENT. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, THE INDIVIDUAL EMPLOYEES OR AGENTS OF BESH (INCLUDING WITHOUT LIMITATION ALL ENGINEERS, SURVEYORS, AND OTHER DESIGN PROFESSIONALS WHO ARE EMPLOYEES OR AGENTS OF BESH), SHALL NOT BE HELD INDIVIDUALLY

PROJECT: Lake Wekiva Trail
CLIENT: David Graeber, Inwood Consulting Engineers, Inc.
DATE: August 13, 2014

LIABLE FOR NEGLIGENCE ARISING OUT OF OR RELATED TO
ANY WORK PERFORMED BY SAID EMPLOYEES OR AGENTS
PURSUANT TO THIS AGREEMENT.

PROJECT: Lake Wekiva Trail
CLIENT: David Graeber, Inwood Consulting Engineers, Inc.
DATE: August 13, 2014

AUTHORIZATION TO PROCEED
PROPOSAL FOR SURVEYING SERVICES
AS DESCRIBED IN THE ATTACHED PROPOSAL

To acknowledge your agreement with the terms and conditions set forth in this Agreement (consisting of the Proposal for Services, the Terms and Conditions, the Hourly Rate Schedule and this Authorization to Proceed), and to provide Booth, Ern, Straughan & Hiott, Inc. (BESH) with Client's authorization to proceed with the work described in the Agreement, please fill out and sign the Authorization to Proceed below and return it to our office. We will schedule the work upon receipt of the executed Authorization to Proceed. The contract prices, hourly rates, and costs for printing and similar expenses set forth in this Agreement shall be valid for ninety (90) days from the date of this proposal. If this Agreement is not accepted by Client within said period of ninety (90) days, BESH reserves the right to modify any and all of the contract prices, hourly rates and cost figures set forth herein.

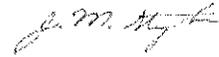
Retainer Amount: \$ N/A

THIS PROPOSAL/AGREEMENT ACCEPTED THIS ____ DAY OF _____, 2014.

Booth, Ern, Straughan & Hiott, Inc.

Client

Signature



Signature

By:

J. Michael Straughan, P.S.M.

By:

Title:

Principal

Title:

Borrelli + Partners, Inc.



August 5th, 2014

Dave Graber, P.E., Associate Principal
Inwood Consulting Engineers
3000 Dovera Drive, Suite 200
Oviedo, FL 32765

RE: **Wekiva Pedestrian Bridges Concept Design and Renderings – Scope of Architectural Services Design Proposal**

Dear Dave:

Borrelli + Partners, Inc. (B+P) are pleased to provide this proposal for the above referenced project for your review and consideration.

Our understanding of the project consists of the development of design options and final renderings for two (2) different pedestrian bridges. The specific scopes of services are outlined below in the following tasks:

1.0 GATHER AS-BUILTS:

B+P will coordinate with Inwood to collect as-built documentation for the two bridges in question. B+P will use as-builts to develop bases for the bridge renderings.

2.0 SITE VISITS:

B+P will conduct site visits to both bridge sites to photo document existing conditions, opportunities and constraints of the area surrounding the bridges.

3.0 INITIAL BRIDGE CONCEPT DESIGNS:

B+P shall prepare three (3) initial concept designs for each bridge in black and white with visual call-outs of proposed materials. B+P will deliver six (6) black and white concepts in total. Major deviations to the design requested by the Client resulting in redesign shall be considered additional services.

4.0 SEMI-FINAL RENDERED BRIDGE CONCEPTS:

Based on comments received from the Client for work produced in the previous task, B+P shall incorporate comments received and develop one (1) semi-final rendering for each bridge. B+P will deliver two (2) rendered semi-final concepts in total. Major deviations to the design requested by the Client resulting in redesign shall be considered additional services.

5.0 FINAL RENDERED BRIDGE CONCEPTS:

Based on comments received from the Client for work produced in the previous task, B+P shall incorporate comments received and develop one (1) final rendering for each bridge. B+P will deliver two (2) rendered final concepts in total. Major deviations to the design requested by the Client resulting in redesign shall be considered additional services.

JORGE A. BORRELLI, ASLA, LEED® AP BD+C :: JIM BORRELLI, CGC :: JAIME E. BORRELLI AIA, NCARB

tel. 407.418.1338 :: fax 407.418.1342
720 Vassar Street, Orlando, Florida 32804
web borrelliarchitects.com

AAC 000711

6.0 PROJECT MEETINGS:

B+P will prepare for and attend one (1) project review meeting with Inwood and the Client after completion of Task 3: Initial Bridge Concept Designs. B+P will prepare for and attend one (1) review meeting after completion of Task 4: Semi-Final Rendered Bridge Concepts. No other meetings are anticipated or included in our proposal.

Not Included in Scope of Services:

The following services are not included in our scope and fee proposal:

- Mechanical, Electrical, Plumbing, Fire Protection Engineering Services
- Structural Engineering Services
- Civil Engineering Services
- Geotechnical and Surveying Services
- Bridge Lighting Design
- Landscape/Irrigation Design
- Landscape Lighting Design
- Signage Design (beyond concept design)
- Additional Meetings/Presentations
- Permitting Services
- Bidding Services
- Construction Observation Services
- Significant Changes to the Scope of Work
- LEED Administration / Registration

We propose accomplishing the aforementioned tasks and scope of services for the not-to-exceed fee of **Eleven Thousand Six Hundred Seventy Five Dollars (\$11,675.00)**, exclusive of reimbursable expenses. (See attached man-hour task breakdown). Reimbursable expenses not-to-exceed budget is **Five Hundred Dollars (\$500.00)**. B+P anticipates that Inwood will do all project printing for this project and will reimburse B+P out of the not-to-exceed fee for any printing required to be done by B+P for purposes of submissions to the Client and/or Inwood. B+P will not charge for any in-house use printing, copying or plotting. Inwood will reimburse B+P for any printing, plotting, copying, mounting of presentation boards, Fed Ex, mileage courier services and postage at actual rates.

If this proposal meets with your approval, please acknowledge by forwarding your standard sub-consultant agreement for our review and signature. We look forward to working with you on this exciting project.

Sincerely,



Jorge A. Borrelli, ASLA, LEED AP, CPTED
President
Borrelli + Partners, Inc.

2014 BILLING RATE SCHEDULE

<u>Description</u>	<u>Billing Rate</u>
ARCHITECTURAL PRINCIPALS	
Architect / Landscape Architect	
Interior Designer - Principals	\$185.00
ARCHITECTURAL STAFF	
Project Manager	\$160.00
Project Architect	\$135.00
Project Landscape Architect	\$135.00
Landscape Designer	\$110.00
Irrigation Designer	\$110.00
Architectural Designer	\$110.00
Interior Designer	\$110.00
Architectural Spec. Writer	\$130.00
Architectural Technical Staff	\$105.00
SUPPORT STAFF	
Bookkeeper / Secretarial	\$ 90.00
A/E FIELD REPRESENTATIVE	
Field Representative	\$130.00

FEE PROPOSAL CALCULATOR - PER SHEET

WEKIVA PED BRIDGES

07.29.14

HOURLY RATES		
Code	Job Title	Hourly
P	Architect / Principal	\$185.00
PM	Project Manager	\$160.00
PA	Project Architect	\$135.00
AS	Architectural Staff	\$110.00
OC	Office (Client's)	\$90.00

HOURS PER SHEET							
Number	Sheet Name	P	PM	PA	AS	OC	Total
	As-Built	0.5			1		1.5
	Site Visit	2	2		2		6
	Concept Design [3-Concepts each bridge, 6 total]	1	3		30		34
CB001	Cover Sheet						0
D100	Definition Plan						0
A100	Architectural Site Plan						0
A101	Information Sheet and Index						0
A102	UL Assemblies						0
A103	Life Safety Plan						0
A104	Floor Plan						0
A105	Roof Plan						0
A106	Enlarged Floor Plan						0
A107	Finished Floor Plan						0
A108	Reflected Ceiling Plan						0
	Final Concept Each Bridge - 2						
A109	Final Concepts	0.5	1		24		25.5
A110	Modify 2 Final Concepts	0.5	0.5		10		11
	Final Renderings of 2 Final Concepts	0.5	0.5		10		11
A111	Building Sections						0
A112	Wall Sections						0
A113	Details						0
	Splice (on dwgs.)						0
	Construction Coordination						0
	Review						0
	Cost Sheets						0
	Permitting						0
	Bidding						0
	Construction Admin.						0
	Meetings	3			3		6
	Admin.	1				1	2
	Total Hours	8	7	0	30	1	46
		1,865.00	1,120.00	0.00	3,300.00	90.00	\$11,675.00

Design & CD's	69
Bid & Permit	0
Meetings	6
	97

TOTAL BID AMOUNT			
Disciplines	Amount	Percent	Notes
C	Civil	0.00%	Civil will be under separate contract
L	Landscape	0.00%	
S	Structural	0.00%	
A	Architecture	100.00%	Arch Fee should be 60% of the total fee
FS	Food Service	0.00%	
FP	Fire Protection	0.00%	
M	Mechanical	0.00%	
P	Plumbing	0.00%	
E	Electrical	0.00%	
-	Site Lighting	0.00%	
-	Misc.	0.00%	
	Total	100%	

Design	CD	CA
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$3,502.50	\$5,837.50	\$2,335.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
Combined MEP Fees	\$0.00	\$0.00
Sub-Total	\$3,502.50	\$5,837.50
Total		\$11,675.00

FEE PROPOSAL CALCULATOR - PER SHEET

WEKIVA PED BRIDGES

07.29.14

HOURLY RATES		
Code	Job Title	Hourly
P	Architect / Principal	\$185.00
PM	Project Manager	\$160.00
PA	Project Architect	\$135.00
AS	Architectural Staff	\$110.00
OC	Office (Clerical)	\$90.00

HOURS PER SHEET							
Number	Sheet Name	P	PM	PA	AS	OC	Total
	As-Built	0.5			1		1.5
	Site Visit	2	2		2		6
	Concept Design (3-Concepts each bridge, 6 total)	1	3		30		34
CS001	Cover Sheet						0
D100	Demolition Plan						0
A100	Architectural Site Plan						0
A101	Information Sheet and Index						0
A102	UL Assemblies						0
A103	Life Safety Plan						0
A104	Floor Plan						0
A105	Roof Plan						0
A106	Enlarged Floor Plan						0
A107	Finished Floor Plan						0
A108	Reflected Ceiling Plan						0
	Final Concept Each Bridge - 2						
A109	Final Concepts	0.5	1		24		25.5
A110	Modify 2 Final Concepts	0.5	0.5		10		11
	Final Renderings of 2 Final Concepts						
A110	Final Concepts	0.5	0.5		10		11
A111	Building Sections						0
A112	Wall Sections						0
A113	Details						0
	Specs (on drawings)						0
	Consultant Coordination						0
	Review						0
	Cut Sheets						0
	Permitting						0
	Ordering						0
	Construction Admin.						0
	Meetings	3			3		6
	Admin.	1				1	2
	Total Hours	9	7	0	60	1	67
		1,865.00	1,120.00	0.00	8,630.00	90.00	11,675.00

Design & CD's	69
Bid & Permit	0
Meetings	6
	67

TOTAL BID AMOUNT			
Discipline	Amount	Percent	
C	Civil	\$0.00	0.00%
L	Landscaping	\$0.00	0.00%
S	Structural	\$0.00	0.00%
A	Architecture	\$11,675.00	100.00%
FS	Food Service	\$0.00	0.00%
FP	Fire Protection	\$0.00	0.00%
M	Mechanical	\$0.00	0.00%
P	Pumbing	\$0.00	0.00%
E	Electrical	\$0.00	0.00%
-	Site Lighting	\$0.00	0.00%
-	Misc	\$0.00	0.00%
	Total	\$11,675.00	100%

Discipline	Design	CD	CA
Civil	\$0.00	\$0.00	\$0.00
Landscaping	\$0.00	\$0.00	\$0.00
Structural	\$0.00	\$0.00	\$0.00
Architecture	\$3,502.50	\$5,837.50	\$2,335.00
Food Service	\$0.00	\$0.00	\$0.00
Fire Protection	\$0.00	\$0.00	\$0.00
Mechanical	\$0.00	\$0.00	\$0.00
Pumbing	\$0.00	\$0.00	\$0.00
Electrical	\$0.00	\$0.00	\$0.00
Site Lighting	\$0.00	\$0.00	\$0.00
Misc	\$0.00	\$0.00	\$0.00

Combined MEP Fees	\$0.00	\$0.00	\$0.00
Sub-Total	\$3,502.50	\$5,837.50	\$2,335.00
Total			\$11,675.00

Edwin R. Barfield, LLC

Edwin R. Barfield, LLC

Right-of-Way / Eminent Domain Specialist
1010 Executive Center Drive, Suite 142
Orlando, Florida 32803
407-893-5759

August 6, 2014

David A. Graeber, P.E.
Senior Project Manager
Inwood Consulting Engineers
3000 Dovera Drive, Suite 200
Oviedo, FL 32765

Re: Scope and Fee Proposal for the Wekiva Trail PD&E Study
Lake-Sumter Metropolitan Planning Organization
Title Interest Identification & Coordination for the Future Acquisition of the CSX Railroad Right-of-Way

Dear Mr. Graeber:

I am providing the requested proposal for those services necessary to identify the title ownership interest(s) to the above referenced property that is proposed to be acquired for the Lake-Wekiva Trail Project. This proposed scope of services includes the following:

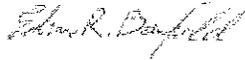
- Identification of the ownership interest(s) that will need to be acquired, and the encumbrances that will need to be cleared, to obtain sufficient quality of title for the railroad right-of-way corridor proposed to be acquired for the Lake-Wekiva Trail. A location on the railroad corridor located west of US 441 (the "active" section) will be selected for a title research report, and a location on the railroad corridor located east of US 441 (the "abandoned" section where the tracks have been removed) will be selected for a title research report, as representative samples of the title matters that will be encountered by the Lake-Sumter MPO in the acquisition of this railroad right of way corridor.
- Identification of those efforts that may be necessary to obtain sufficient quality of title, and/or a Quiet Title action, on the above referenced railroad right of way property. (If acquisition of the railroad corridor property is determined to be viable as a "friendly acquisition", those services to acquire said property will be addressed in a supplemental agreement.)
- Title research report, title review and identification of how the Lake-Sumter MPO will be able to obtain sufficient quality of title to the CSX/FCR right of way corridor to be provided by Catherine Reischmann of the law firm of Brown, Garganese, Weiss & D'Argesta, P.A. (BGW&D). Please see the enclosed title and legal services proposal engagement letter. (If a title binder and/or title insurance policy, and document preparation are determined to be necessary to acquire title, the fee for these services will be addressed in a supplemental agreement.)
- Coordination and meetings with the identified ownership interests to solicit voluntary donation, or for future purchase by the Lake-Sumter MPO, of said property. (If compensation is determined to be necessary to acquire title, for a title binder or a title insurance policy, the fees to provide these services, to establish market value, and to provide property acquisition services will be addressed in a supplemental agreement.)

- Field inspections and meetings with property ownership interest(s) representatives as may be required.

The proposed lump sum fee amount for the above described services is \$ 5,540.00, allocated as a not to exceed amount of \$ 2,300.00 for BGW&D (proposal engagement letter enclosed), and \$ 3,240.00 for my services, at my hourly rate of \$135.00. Monthly invoices will be submitted and will include the manhours and a summary of those services that have been provided.

Thank you in advance for your consideration of this proposal. Please let me know if you have any questions, or require additional information.

Sincerely,



Edwin R. Barfield, SRWA

Florida Bridge and Transportation, Inc.



Florida Bridge and Transportation, Inc.
Structural Engineers

July 31, 2014

Mr. David Graeber, P.E.
Inwood Consulting Engineers
3000 Dovera Drive, Suite 200
Oviedo, FL 32765

RE: PD&E for Converting Two RR Bridges to Ped Bridges
Proposal for PD&E Level Structural Design Services for Lake Wekiva Trail
FBT Project Number 12-11.01

Dear Mr. Graeber:

Florida Bridge and Transportation, Inc. (FBT) is pleased to submit this proposal to INWOOD for engineering services for the above referenced project. The scope of design services for this work order includes the following:

- 1) FBT will provide a one to two page technical memo including an evaluation of existing conditions, description of proposed conversion requirements and an estimate of probable construction cost for the two existing RR Bridges within the project limits (Tremain Street and US 441). A detailed structural analysis of the existing bridges is not included. It is assumed the bridges will have sufficient capacity for the pedestrian bridge retrofit, and any strength calculations will be performed during final design. FBT will prepare a Plan & Elevation Sheet and a Typical Section Sheet for each of the two bridge sites. In the absence of existing bridge plans or survey data, the plans will not be drawn to scale and will be based on tracing the existing bridge geometry from aerials.
- 2) FBT will attempt to obtain the existing bridge plans by coordinating with FCRR and CSX. FBT will perform one site visit to compare the existing plans to the general as-built condition of the existing bridges. If the plans are not available, then FBT will perform one site visit to document the general existing conditions at the bridge sites.
- 3) FBT will review and provide input into architectural concepts for historic interpretive details for the bridges, which will be developed by others.
- 4) The project deliverables will consist of a technical memo with plans consisting of an original submittal and a revised version incorporating review comments.

Additional or optional design services are not included in the basic services above. FBT proposes a total lump sum of \$19,789.98 for the services as described above. FBT will invoice the project monthly on a percent complete basis.

The scope and fee indicated above does not include the following services:

- Detailed bridge inspection and condition analysis
- Load capacity or load rating calculations

633 Dartmouth Street * Orlando, FL 32804 * Phone (407) 513-9709 * Fax (407) 513-9712

David Graeber
July 31, 2014
Sheet 2 of 2

- Final design level calculations
- Utility coordination and utility attachment design and details
- Public involvement meetings
- Material testing and hazardous material testing

The items indicated above, or any other services not included in the basic scope of design services described above, may be provided for an additional fee. A supplemental agreement must be negotiated prior to the additional work being performed by FBT. Additional services required for this project may be provided based on an addendum to this agreement. Fees for additional services will be addressed on a case by case basis.

This proposal will become invalid if not executed within 90 days.

We are prepared to commence the structural design services upon receipt of a written notice to proceed.

Very truly yours,
Florida Bridge and Transportation, Inc.



Mark Niedermann, P.E.
President



FBT prop for PD&E struct Lake Co Ped Trail 7-30-14.doc

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Late Wekiva Trail PD&E
 Class#: 14-0023
 FPM: N/A
 FAP No.: N/A

Consultant Name: FBT
 Consultant No.: 12-13-13
 Date: 7/21/2014
 Estimate: \$1,182,823

Staff Classification	Senior Engineer	Project Engineer	Engineer	Senior Designer	Staff Classification 5	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project Generation Project Generation Task	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4. Feasibility Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5. Feasibility Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6. Design Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8. Environmental Permit Compliance & Characterization	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9. Structures - Misc. Tasks	140	51	64	72	13	0	0	0	0	0	0	0	0	0	0
10. Structures - Bridge Development Program	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12. Structures - Small Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14. Structures - Reinforced Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15. Structures - Long-Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16. Structures - Steel Deck Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17. Structures - Retaining Wall	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
21. Signage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22. Signage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
25. Landscape Architectural Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
26. Landscape Architectural Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
27. Survey Utility & Data Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
28. Pre-construction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
29. Mobilization	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
30. Construction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
32. Heavy Structures Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Staff Hours	140	51	64	72	13	0	0	0	0	0	0	0	0	0	0
Total Staff Cost	\$1,182,823	\$1,182,823	\$1,182,823	\$1,182,823	\$1,182,823	\$1,182,823	\$1,182,823	\$1,182,823	\$1,182,823	\$1,182,823	\$1,182,823	\$1,182,823	\$1,182,823	\$1,182,823	\$1,182,823

Notes:
 1. This sheet to be used by Subconsultant to calculate fee.

CAGARY RELATED COSTS		\$6,456.00
OVERHEAD	5%	\$11,050.30
OPERATING MARGIN	25%	\$2,249.63
FCCM (Fees on Capital Cost Money)	0.52%	\$22.73
EXPENSES	\$5.00%	\$10.00
SUBTOTAL ESTIMATED FEE:		\$19,788.66
Survey (Field)	0	\$0.00
Geotechnical Fees and Lab Testing	4-mat cost of \$	\$0.00
SUBTOTAL ESTIMATED FEE:		\$19,788.66
Optional Services		\$0.00
GRAND TOTAL ESTIMATED FEE:		\$19,788.66

Project Activity 9: Structures - Summary and Miscellaneous Tasks and Drawings

Estimator: Niedermann

Lake Wekiva Trail PD&E
N/A

Task No.	Task	Units	PD&E Staffhours				Comments				
			No. of Units	Hours per Unit	No. of Sheets	Total					
General Drawings											
9.1	Evaluate Existing Conditions	LS	1	40	0	40	includes coordination with RR to get existing plans				
9.2	Technical Memo with plans	LS	1	54	4	54	includes a GP&E plus typical section for each bridge				
9.3	Probable Const. Cost Estimate	LS	2	6	0	12	one initial at 8 hrs and one update at 4 hours				
9.4	Review historic interpretive details	LS	1	6	0	6	details provided by others				
		LS	0	0	0	0					
		LS	0	0	0	0					
		LS	0	0	0	0					
		LS	0	0	0	0					
		LS	0	0	0	0					
Structures - Summary and Miscellaneous Tasks and Drawings Subtotal					4	112					
Task No.	Task	Total	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18
		0	0	0	0	0	0	0	0		
		0									
		0									
		0								0	
		0									0

Project Activity 9: Structures - Summary and Miscellaneous Tasks and Drawings

Structures Technical Subtotals		0	0	0	0	0	0	0	0	0
Task No.	Task	Units	No. of Units	Hours per Unit	Total	Comments				
9.4	Field Reviews	LS	1	12	12	Two people @ 6 hours				
9.5	Technical Meetings	LS	1	4	4					
9.6	Quality Assurance/Quality Control	LS	%	5%	6					
9.7	Independent Peer Review	LS	%	0%	0					
9.8	Supervision	LS	%	5%	6					
Structures Nontechnical Subtotal					28					
9.9	Coordination	LS	%	0%	0					
9. Structures - Summary and Miscellaneous Tasks and Drawings Nontechnical and Coordination Total					140					

Technical Meetings

design progress meetings	EA	1	4	4	includes prep time
90/100% Comment Review	EA	0	0	0	
Site Meeting	EA	0	0	0	
Regulatory Agency	EA	0	0	0	
Local Governments (cities, counties)	EA	0	0	0	
Utility Companies	EA	0	0	0	
Other Meetings	EA	0	0	0	unanticipated meetings
Subtotal Technical Meetings				4	
Pre-bid Meeting	EA	0	0	0	no bid phase meetings
Pre-construction Meeting	EA	0	0	0	no construction phase meetings
Total Meetings				4	

Carries to 9.11

Janus Research, Inc.

**Wekiva Trail
Janus Research
Cultural Resources Scope
July 28, 2014**

Revisit Section 106 Case Study Report

Janus Research will revise the current case study report to assess the proposed improvements at and determine the potential effects these improvements may have on the identified significant resources according to the Criteria of Effect established by Section 106. Typically evaluations result in a determination of either "No Adverse Effect" or "Adverse Effect". By revisiting the case study, the revised project improvements can be evaluated. Janus Research has prepared numerous Section 106 effects documents and they include a general description of the project and its benefits, historical context, description of significant resources, discussion of potential effects to the resources, and a preliminary description of measures proposed to mitigate adverse effects, if appropriate.

This Case Study Report document will be prepared as a draft and will be submitted to the client for review. The lead agency will submit the final document to the State Historic Preservation Officer (SHPO) for 30 day review. The SHPO will then respond back with a letter stating whether they do or do not concur with the findings in the document.

CRC Meetings/Coordination

Janus Research serves as consultants to many agencies that must meet the Section 106 requirements. In the past, in order to satisfy the consultation process, Janus Research worked to develop a meeting type that covered the Section 106 process and included all necessary parties; this resulted in the CRC meeting format. Three CRC meetings are included as part of this task. These meetings will center on discussions on the Section 106 process, effects to the significant historic resources, and the development of appropriate mitigation options. These meetings will include the agencies such as SHPO, agencies, and affected parties from the community.

As part of this abovementioned task, Janus Research will *assist* Inwood regarding the preparation of the invitations and materials for the meetings, coordinating meeting locations, taking minutes at each meeting, and distributing minutes and other related information following each meeting.

The CRC meetings will be designed to discuss the Section 106 process, all alternatives and why certain scenarios will or will not work, and avoidance, minimization, and mitigation of adverse effects.

If Janus Research staff is to attend additional meetings not outlined in this scope, the appropriate hourly rate will be charged for their time.

Section 4(f) Support

Janus Research will provide the necessary cultural resources support and information that will be included in the Section 4(f) documentation, which will be determined by the FHWA.

Memorandum of Agreement

Janus Research has prepared numerous Memoranda of Agreement (MOA). As part of this task, we will outline the proposed contents of the MOA and submit these for review and comment by the signatory and concurring parties. We will develop stipulations for mitigation and other strategies based on input from agencies and involved parties. We will ensure that the MOA is written with such clarity that it will not be subject to misinterpretation when later executed. Janus Research is known for developing creative mitigation measures as well, such as the videos, a context of historic property types in Florida, or the development of public art and commemorative markers from elements of historic resources.

**JANUS RESEARCH
COST PROPOSAL
Wekiva Trill PD&E - Inwood**

July 28, 2014

TASK 1: Section 105 Cost Study Medication

POSITION	HOURS	RATE	TOTAL
Project Manager	30	\$ 135.00	\$ 4,050.00
Architectural Historian	40	\$ 85.00	\$ 3,400.00
Historical Technician	17	\$ 54.00	\$ 918.00
CAD/3D/Printing Specialist	2	\$ 45.00	\$ 90.00
General	1	\$ 45.00	\$ 45.00
Total Direct Labor			\$10,903.00

DIRECT EXPENSES	
Printing/Photocopies	\$5.00
Telephone Expense	5.00
US Post Office	2.00
Express Mail	21.00
Total Direct Expenses	\$ 33.00

TOTAL LABOR & EXPENSES - TASK 1 \$ 10,936.00

TASK2: Section 106 Consultation & Documentation

POSITION	HOURS	RATE	TOTAL
Project Manager	35	\$ 135.00	\$ 4,725.00
Architectural Historian	45	\$ 85.00	\$ 3,825.00
Historical Technician	24	\$ 54.00	\$ 1,296.00
CAD/3D/Printing Specialist	3	\$ 45.00	\$ 135.00
General	1	\$ 45.00	\$ 45.00
Total Direct Labor			\$10,826.00

DIRECT EXPENSES	
Printing/Photocopies	\$5.00
Telephone Expense	5.00
US Post Office	4.00
Express Mail	24.00
Total Direct Expenses	\$ 38.00

TOTAL LABOR & EXPENSES - TASK 2 \$ 10,864.00

TASK3: A/EJ Documentation and Support

POSITION	HOURS	RATE	TOTAL
Project Manager	5	\$ 135.00	\$ 675.00
Architectural Historian	20	\$ 85.00	\$ 1,700.00
Historical Technician	15	\$ 54.00	\$ 810.00
CAD/3D/Printing Specialist	2	\$ 45.00	\$ 90.00
General	1	\$ 45.00	\$ 45.00
Total Direct Labor			\$3,320.00

DIRECT EXPENSES	
Printing/Photocopies	\$5.00
Telephone Expense	2.00
US Post Office	2.00
Express Mail	24.00
Total Direct Expenses	\$ 33.00

TOTAL LABOR & EXPENSES - TASK 3 \$ 3,353.00

TASK4: CRC Meetings

POSITION	HOURS	RATE	TOTAL
Project Manager	20	\$ 135.00	\$ 2,700.00
Architectural Historian	20	\$ 85.00	\$ 1,700.00
Total Direct Labor			\$4,400.00

DIRECT EXPENSES	
Printing/Photocopies	\$5.00
Telephone Expense	32.00
Per Diem	163.00
Travel Expenses	34.00
Total Direct Expenses	\$ 234.00

TOTAL LABOR & EXPENSES - TASK 4 \$ 4,634.00

TOTAL ALL 4 TASKS

POSITION	HOURS	RATE	TOTAL
Project Manager	110	\$ 135.00	\$ 14,850.00
Architectural Historian	130	\$ 85.00	\$ 11,050.00
Historical Technician	76	\$ 54.00	\$ 4,104.00
CAD/3D/Printing Specialist	10	\$ 45.00	\$ 450.00
General	3	\$ 45.00	\$ 135.00
Total Direct Labor			\$30,589.00

DIRECT EXPENSES	
Printing/Photocopies	\$0.00
Telephone Expense	34.00
Per Diem	164.00
Travel/Car Rental	34.00
US Post Office	8.00
Express Mail	21.00
Total Direct Expenses	\$ 251.00

TOTAL LABOR & EXPENSES - ALL 4 TASKS \$ 31,163.00

3E Consultants, Inc.

Task 1 - Screening Level Soil Assessment - This task will be conducted to provide a screening-level soil assessment to provide quantitative analytical results relative to soil impacts resulting from former use as a railroad. Assumed chemical constituents are herbicides using lead-arsenate or similar compounds and chemicals from treatment of railroad ties. The SOW includes:

- Conduct a site visit to establish site assessment locations and evaluate other constraints that may implicate performance of the site assessment activities (assumed that this can be conducted on the same day as the field activities);
- Develop a site-specific health and safety plan per FDEP and OSHA requirements;
- Develop technical drawings based on site measurements and provided information;
- Coordinate analytical laboratory subcontractor and field sampling personnel;
- Mobilize to the site;
- Collect up soil samples (including field quality assurance sample) at approximate 500-ft longitudinal spacing intervals utilizing hand auger equipment along the railroad bed storm sewer construction area (centerline of former railbed);
- Soil samples collected from 0-6 inches below land surface per Chapter 62-780 Florida Administrative Code (FAC);
- Restore the site to similar pre-assessment conditions;
- Transport soil samples to a FDEP-approved analytical laboratory for analysis for lead and arsenic using EPA Method 6010 and PAHs using EPA Method 8270.
- Compare the analytical data to default direct exposure SCTLs provided in Chapter 62-777 FAC;
- Prepare and submit two (2) hardcopies of a letter report and one (1) electronic copy that documents the soil sampling activities, sampling locations and analytical results.

TASK 1 - ASSUMPTIONS/LIMITATIONS

The following assumptions apply to the SOW provided herein:

- This will be screening-level assessment only to provide general evidence of prior chemical impacts. Full delineation of soil or groundwater impacts is not required under this scope.
- Detailed maps showing the centerline of railbed can be provided to 3E upon notice to proceed and prior to mobilization to the site. If drawings are not available, County personnel or County-designated personnel can meet onsite on the same day of the soil assessment activities to establish centerline of sampling locations;
- One equipment blank will be collected and analyzed as part of standard FDEP

quality assurance requirements. Field duplicates are required as part of this scope per FDEP SOPs;

- All soil boring sampling locations will be advanced in unpaved areas;
- All investigation locations are accessible at the time of mobilization to the site;
- Development of detailed geologic cross-sections will not be required;
- Sub-meter GPS data will not be required;
- Standard laboratory turnaround time (5 to 10 business days) is applicable to this project;
- Letter report will provide limited text regarding the investigative methods and will provide comparisons to established FDEP direct exposure criteria;
- Groundwater investigation or leachability analysis are not required as part of this project;
- Additional soil samples will not be required other than stated herein; and
- Investigation-derived-waste may be deposited on-site in accordance with applicable regulatory guidelines.

Task 2 – Trail System Contamination Masterplan

- Conduct kick-off meeting with project officials to review specific requirements of the project;
- Conduct site visit to document existing conditions and compare to known data parameters including but not limited to analytical data and trail design requirements;
- Obtain detailed information regarding history, planning, and construction schedule for the City's railroad corridor system. Obtain electronic CADD and GIS files for use during masterplan development;
- Coordinate with County officials, design engineers, and other County consultants and staff (as necessary) regarding scope and schedule of current and planned corridor re-development activities;
- Obtain analytical data from County and County consultants from current projects that can be used to support design and construction decisions;
- Identify and review applicable regulations associated with recycling/re-use of railroad ties and ballast rocks;
- Identify and review applicable local, state, and federal regulations and requirements associated with default and alternative park/recreational use clean-up target levels;
- Evaluate regulatory reporting requirements;
- Conduct risk assessment and cost/benefit analysis for soil remediation options in accordance with the guidelines of Chapter 62-780 F.A.C.;
- Conduct value engineering and cost/benefit analysis for railroad tie and ballast rock re-use based on applicable regulations, standard work practices, and trail design requirements;
- Evaluate the applicability and necessity for institutional controls to support land management decisions;
- Conduct site visit to verify masterplan parameters based on existing corridor

- conditions;
- Incorporate applicable regulations identified during Task 1;
- Develop draft masterplan outline and submit to County for review comment – masterplan will provide matrix with cost/risk analysis for recycling and disposal options;
- Conduct meeting with County prior to formal masterplan development;
- Address County review comments;
- Provide final masterplan; and
- Conduct project completion meeting to assess the need for follow-up tasks.

TASK 2 – ASSUMPTIONS/LIMITATIONS

- CADD and GIS electronic files for the corridor and trail system are readily available;
- Provided data, design plans, and planning information are accurate and reliable;
- Coordination with FDEP or other regulatory agencies is not required (opinions regarding reporting and regulatory coordination requirements will be included in the reports);
- Interpretation of regulatory requirements will be based on team experience and expertise with similar projects in Central Florida. Consultation with third-party legal counsel is not included within the current scope of work;
- Labor and material estimates to support implementation of institutional controls (if required) are note within the SOW presented herein;
- Draft documents and comment responses can be submitted/reviewed via electronic methods; and
- Costs include submittal of up to three hardcopies of final documents.

Cost Estimate				
Wekiva Trail - Trail Contamination Masterplan				
August 6, 2014				
Labour Estimates				
Description	Unit	Unit Rate	Quantity	Cost Estimate
Sr Professional Engineer	hr	\$140.00	24	\$3,360.00
Project Engineer	hr	\$110.00	60	\$6,600.00
Staff Professional	hr	\$35.00	180	\$6,300.00
CAD	hr	\$65.00	24	\$1,560.00
General	hr	\$45.00	10	\$450.00
Total:				\$20,470.00
Direct Estimates				
Description	Unit	Unit Rate	Quantity	Cost Estimate
Mileage	ecch	50.56	750	\$4200.00
Rephotographs	each	\$350.00	1	\$350.00
Total:				\$4550.00
Total:				\$21,240.00

Assumptions/Notes:

1. No sampling required
2. Up to 5 in-person meetings at site and with project stakeholders.
3. Labor estimates include meetings, map generation, cost/benefit analysis for tie reworking/disposal, regulatory/permitting analysis, repositing, report delivery.

Cost Estimate				
Wekiva Trail - Screening Level Environmental Sampling (Task 1)				
August 6, 2014				
Labour Estimates				
Description	Unit	Unit Rate	Quantity	Cost Estimate
Sr. Professional Engineer	hr	\$140.00	2	\$280.00
Project Engineer	hr	\$110.00	12	\$1,320.00
Staff Professional	hr	\$85.00	30	\$2,550.00
Sampling Technician (2 team crew)	hr	\$60.00	36	\$2,160.00
CAID	hr	\$55.00	20	\$1,100.00
Clerical	hr	\$45.00	2	\$90.00
Subcontractor Labor (Environmental Lab)				
Arsenic Soil Analysis	each	\$16.50	80	\$1,320.00
Lead Soil Analysis		\$16.50	80	\$1,320.00
PAH Soil Analysis		\$93.50	80	\$7,480.00
Total:				\$19,100.00
Direct Estimates				
Description	Unit	Unit Rate	Quantity	Cost Estimate
Mobilization	day	\$150.00	1	\$150.00
Field Vehicle	days	\$100.00	3	\$300.00
Receptacles	each	\$100.00	3	\$300.00
Equipment	day	\$25.00	3	\$75.00
Total:				\$625.00
Total:				\$19,725.00

Assumptions/Notes:

1. Soil samples every 500 feet for assumed 6 miles of trail (72 Samples)
2. No more than 2 QA-QC samples required to comply with DHEP sampling SOPs
3. Labor estimates include meetings, field time, map generation, data analysis, reporting, report delivery.