

State of Florida Department of Transportation

LOCAL AGENCY PROGRAM AGREEMENT

FPN: <u>24020012801,23827512801</u>	Fund: <u>TCSP, XU, DS</u>	FLAIR Approp: <u>088849</u>
Federal No: _____	Org Code: <u>55053010541</u>	FLAIR Obj: <u>131521</u>
FPN: <u>E2FL06</u>	Fund: _____	FLAIR Approp: <u>N/A</u>
Federal No: <u>N/A</u>	Org Code: _____	FLAIR Obj: <u>N/A</u>
County No: <u>11 Lake, 77 Seminole</u>	Contract No: <u>ANP03</u>	Vendor No: <u>F591021557006</u>
Catalog of Federal Domestic Assistance (CFDA): <u>20.205 Highway Planning and Construction</u>		

THIS AGREEMENT, made and entered into this 30th day of September, 2004 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (OOCEA) hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 334.044, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the SR 46 PD&E and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Modifications and Additions: Exhibit(s) A, A1 and B are attached hereto and by this reference made a part hereof.

2.00 Accomplishment of the Project:

2.01 General Requirements: The Agency shall commence and complete the project as described in Exhibit "A" with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before AUGUST 31, 2007. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration may require.

3.00 Project Cost:

3.01 Total Cost: The estimated total cost of the project is \$ 4,000,000.00. This amount is based upon the schedule of funding in Exhibit "B" attached hereto and by this reference made a part hereof. The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in 4.00.

3.02 Department Participation: The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B." This amount includes Federal-aid funds that are limited to the actual amount of Federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency in writing when funds are available.

3.05 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"(a) The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

3.06 Notice to Proceed: No cost may be incurred under this contract until the Agency has received a Notice-to-Proceed from the Department.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 CFR 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, Federal participation

may be approved in the amount determined to be adequately supported; the Department shall notify the Agency in writing citing

the reasons why items and amounts are not eligible for Federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for Federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding, shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-Aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements established in Exhibit "B" of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred includes the Agency's general accounting records and the project records, together with supporting documents and records, of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved schedule of funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of Federal and State funds are to have audits done annually using the following criteria:

Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding Federal agency. State awards will be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the awarding State Agency.

In the event that a recipient expends \$300,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the **United States Office of Management and Budget (OMB) Circular A-133**.

If a recipient expends less than \$300,000 in Federal awards during its fiscal year, an audit conducted in accordance with the **OMB Circular A-133** is not required. If a recipient expends less than \$300,000 in Federal awards during its fiscal year and elects to have an audit conducted in accordance with **OMB Circular A-133**, the cost of the audit must be paid from non-Federal funds.

Reporting packages and management letters generated from audits conducted in accordance with **OMB Circular A-133** shall be submitted to the awarding Department office by the recipient within 30 days of receiving it. The aforementioned items are to be received by the appropriate Department office no later than 9 months after the end of the recipient's fiscal year.

The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit finding is required. Current year audit findings require corrective action and status of finding.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is

resolved. Access to project records and audit work papers shall be given to the Department, the Comptroller, and the Office of the Auditor General.

The recipient shall submit required audit documentation as follows:

A Reporting Package and Data Collection Form for each audit conducted in accordance with **OMB Circular A-133** shall be sent to:

Federal Audit Clearinghouse
Bureau of the Census
1201 East Tenth Street
Jefferson, IN 47132

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of the FHWA to inspect all work, workmanship, materials, payrolls, records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes).

5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a Federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 CFR 24, Appendix B, and be submitted to the Department no later than October 15 each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this agreement, in accordance with Section 112.061 Florida Statutes, and Chapter 3 –“Travel” of the Department’s Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If after project completion any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Department.

7.00 The Department's Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application or any supplement thereto or amendment thereof or in or with respect to any document or data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein; or

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project that the FHWA or the Department acting in lieu of the FHWA, may designate as ineligible for Federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period will not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

If the Department determines that the performance of the Agency is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement or (b) suspending the Agreement and notifying the Agency of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time. Suspension of the contract will not affect the time period for completion of the Agreement.

If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Agency, the Department shall notify the Agency of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is terminated.

If the Agreement is terminated before performance is completed, the Agency shall be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs.

8.02 Action Subsequent to Notice of Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of Federal financial participation in the project shall not constitute a waiver of any claim that the Department may otherwise have arising out of this Agreement.

9.00 Contracts of the Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department

in the Consultant Selection Process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

10.01 DBE Policy: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable Federal and State regulations apply to this Agreement.

10.02 DBE Obligation: The Agency and its contractors agree to ensure that DBE's as defined in applicable Federal and State regulations, have the opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable Federal and State regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted contracts.

10.03 Disadvantaged Business Enterprise (DBE) Obligations: If Federal Transit Administration or FHWA Funding is a part of this project, the Agency must comply with applicable Federal and State regulations.

11.00 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Applicable to All Federal-aid Contracts – 49 CFR 29):

By signing and submitting this Agreement, the Agency is providing the certification set out below:

The inability of the Agency to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such the Agency from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available, Department may terminate this transaction for cause of default.

The Agency shall provide immediate written notice to the Department if any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Contact the Department for assistance in obtaining a copy of those regulations.

The Agency further agrees by submitting this Agreement that it shall not knowingly enter into any contracts with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the Department.

The Agency further agrees by submitting this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" provided by the Department, without modification, in all contracts and in all solicitations for contracts.

The Agency may rely upon a certification of a prospective sub-contractor that the person is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. The Agency may decide the method and frequency by which it determines the eligibility of its sub-contractors. The Agency may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) that is compiled by the General Services Administration.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Agency is not required to exceed that which is normally processed by a prudent person in the ordinary course of business dealings.

Unless authorized by the Department, if the Agency knowingly enters into a contract with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available, the Department

may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

The Agency certifies, by execution of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the Agency is unable to certify to any of the statements in this certification, an explanation shall be attached to this proposal.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will 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 Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI - Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity.

12.06 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during his tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the

beginning of his tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency with prior approval of the Department may waive the prohibition contained in this subsection, provided that any such present member,

officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

12.07 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid, and also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law, provided that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.07 Contractual Indemnity: To the extent permitted by law, the Agency shall indemnify, defend, save, and hold harmless the Department and all its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by the Agency, its officers, agents or employees during the performance of the Agreement except that neither the Agency, its officers, agents or its employees will be liable under this paragraph for any claim, loss damage, cost, charge or expense arising out of any act, error, omission or negligent act by the Department or any of its officers, agents or employees during the performance of the Agreement.

The parties agree that this clause shall not waive the benefits or provisions of Chapter 768.28, Florida Statutes, or any similar provision of law.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within 14 working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require the Agency defend the Department in such claim as described in this section.

The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by the Agency. The Department and the Agency will each pay its own expenses for the

evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

13.08 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

13.09 Right-of-Way Certification: Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable Federal and State requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

13.10 Agency Certification: The Agency will certify in writing, prior to project closeout, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency, and that the project is accepted by the Agency as suitable for the intended purpose.

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

13.12 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

13.13 Restrictions on Lobbying:

Federal: The Agency agrees that no Federally appropriated funds have been paid, or will be paid by or on behalf of the Agency, 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 Agency 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a State agency.

13.14 Maintenance: The Agency agrees to maintain any project not on the State system constructed under this Agreement and to the extent provided in N/A." If the Agency constructs any improvement on Department right-of-way, the Agency (will) (~~will not~~) maintain the improvements made for their useful life.

13.15 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable, in

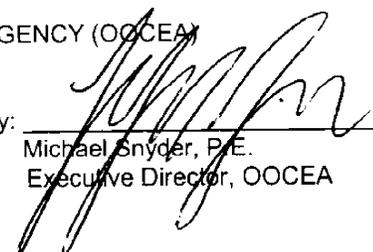
addition to the invoice amount to the Agency. Interest penalties of less than \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

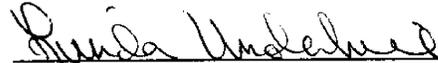
AGENCY (OOCEA)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: 
Michael Snyder, P.E.
Executive Director, OOCEA

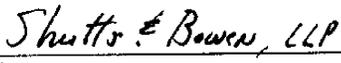
By: 
Rise Wall
Director of Administration, District 5

Attest: _____

Attest: 
Administrative Assistant

As to form:

As to form:


Attorney
 Partner


District Attorney

See attached Encumbrance Form for date of funding approval by Comptroller.

AGENCY NAME & BILLING ADDRESS Orlando-Orange County Expressway Authority 525 S. Magnolia Ave. Orlando, FL 32801-4414	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM AGREEMENT EXHIBIT "B" SCHEDULE OF FUNDING	FPN 24020012801 23827512801
--	---	--

PROJECT DESCRIPTION

Name SR 46 Corridor Improvements PD&E Study Length 19.1 miles
 Termini From SR 500 (US 441) to Seminole County Line and From Lake County Line to I-4

TYPE OF WORK By Fiscal Year		FUNDING		
		(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
P.E.	2004-2005 (TCSP)	1,189,569.00		1,189,569.00
	2005-2006 (XU)	750,000.00		750,000.00
	2005-2006 (DS)	<u>2,060,431.00</u>		<u>2,060,431.00</u>
	Total PE Cost	4,000,000.00		4,000,000.00
Right-of-Way	2002-2003			
	2003-2004			
	2004-2005			
	Total Right-of-Way Cost			
Construction	2002-2003			
	2003-2004			
	2004-2005			
	2005-2006			
Total Contract Costs				
Construction Engineering and Inspection	2002-2003			
	2003-2004			
	2004-2005			
	Total Construction Engineering			
Total Construction Cost				
TOTAL COST OF THE PROJECT		\$4,000,000.00		\$4,000,000.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT A

**SCOPE OF SERVICES
SR 46 CORRIDOR IMPROVEMENTS
PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY**

Financial Project ID: **238275 1 28 01**
240200 1 28 01

Federal Aid Project No.: **E2FL06 Transportation Systems Preservation Program (TCSP)**
County Section No.: **Lake SR 46: 11130000; Seminole SR 46: 77030000**

Description: ***From SR 500 (US 441) to Seminole County Line with an approximate length of 14.2 miles. Includes realignment south of Sorrento and Mt. Plymouth- Lake County and Orange County.
From Lake County Line to I-4 (SR 400) with an approximate distance of 4.9 miles (MP 0.00 to MP 4.943) - Seminole County.***

EXHIBIT A-1

PURPOSE..... **A-1**

STUDY OBJECTIVE..... **A-2**

STUDY REQUIREMENTS AND PROVISIONS FOR WORK..... **A-2**

Governing Regulations A-2

Liaison Office A-3

Key Personnel A-3

Meetings And Presentations A-3

Quality Control A-3

Correspondence A-4

Submittals A-4

Computer Automation A-5

Coordination With Other Consultants and Entities A-5

Optional Services A-5

1.0 PUBLIC INVOLVEMENT..... **A-6**

1.1 Public Involvement Program A-6

1.2 Public Involvement Data Collection A-6

1.3 Notice Of Intent A-6

1.4 Advance Notification A-6

1.5 Scheduled Public Meetings A-6

1.6 Unscheduled Public And Agency Meetings A-7

1.7 Public Hearing A-7

1.8 Location And Design Concept Acceptance A-8

1.9 Special Public Involvement Requirements A-8

1.10 Quality Control A-8

2.0 ENGINEERING ANALYSIS AND REPORTS..... **A-9**

Data Collection **A-9**

2.1 Field Review A-9

2.2 Aerial Photography A-9

2.3 Survey Coordination A-9

2.4 Existing Roadway Characteristics A-9

2.5 Existing Structure Characteristics A-9

2.6 Traffic Data A-10

2.7 Crash Data A-10

2.8 Existing Signage Inventory A-10

2.9 Utilities A-10

2.10 Railroads A-10

2.11 Transportation Plans A-10

2.12 Soils A-11

2.13 Base Map A-11

Needs **A-11**

2.14 Safety A-11

2.15 Analysis of Existing Conditions A-11

2.16	Development of Needs Statement	A-11
Design Analysis		A-11
2.17	Corridor Analysis	A-12
2.18	Traffic Analysis	A-12
2.19	Typical Section Analysis	A-12
2.20	Roadway Design Alternatives	A-12
2.21	Prepare Concept Plans	A-12
2.22	Drainage Analysis and Pond Siting Report	A-12
2.23	Structures	A-12
2.24	Access Management	A-12
2.25	Multi-modal Accommodations	A-13
2.26	Maintenance of Traffic Analysis	A-13
2.27	Geotechnical Coordination	A-13
2.28	Intelligent Transportation Systems	A-13
Comparative Analysis Of Alternatives		A-13
2.29	Comparative Analysis and Evaluation Matrix	A-13
2.30	Selection of Preferred Alternative(s)	A-13
2.31	Conceptual Design Plans (Preferred)	A-14
2.32	Identify Construction Segments	A-14
2.33	Value Engineering	A-14
2.34	Construction Cost Estimates	A-14
2.35	Right Of Way Cost Estimates	A-14
2.36	Typical Section Package	A-15
2.37	Design Exceptions and Variances: <i>(Optional)</i>	A-15
2.38	Preliminary Engineering Report (PER)	A-15
2.39	Interchange Modification / Justification Report	A-15
2.40	Quality Control	A-15
3.0	<i>ENVIRONMENTAL ANALYSIS AND REPORTS.....</i>	<i>A-16</i>
Social Impacts		A-16
3.1	Land Use Changes	A-16
3.2	Community Cohesion	A-16
3.3	Community Services	A-16
3.4	Social And Economic Impacts	A-16
3.5	Relocation Potential	A-16
3.6	Archaeological and Historical Sites	A-16
3.7	Section 4(F)	A-16
3.8	Visual Impacts and Aesthetics	A-16
3.9	Utilities and Railroads	A-16
Natural Impacts		A-17
3.10	Wetlands	A-17
3.11	Conceptual Mitigation Plans	A-17
3.12	Water Quality	A-17
3.13	Outstanding Florida Waters, Wild And Scenic Rivers, And Aquatic Preserves	A-17
3.14	Floodplains	A-17
3.15	Coastal Barrier Resources	A-17
3.16	Wildlife And Habitat	A-17
3.17	Identify Permit Conditions	A-17

Stage III

3.18	Farmlands	A-17
Physical Impacts		A-18
3.19	Noise	A-18
3.20	Air Quality	A-18
3.21	Construction Impact Analysis	A-18
3.22	Contamination	A-18
Environmental Reports		A-18
3.23	Class Of Action Determination	A-18
3.24	Environmental Assessment	A-18
3.25	Finding Of No Significant Impact	A-18
3.26	Draft Environmental Impact Statement	A-19
3.27	Final Environmental Impact Statement	A-19
3.28	Quality Control	A-19
4.0	MISCELLANEOUS SERVICES	A-20
4.1	Contract and Project Files	A-20
4.2	Project Management Meetings And Coordination	A-20
Additional Services		A-20
5.0	METHOD OF COMPENSATION	A-21
6.0	SERVICES TO BE PERFORMED BY THE DEPARTMENT	A-21

**SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES
PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDIES
SR 46 Corridor Improvements**

This Exhibit forms an integral part of the agreement between the State of Florida Department of Transportation (hereinafter referred to as the DEPARTMENT) and _____ (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

Financial Project ID: **238275 1 28 01**
 240200 1 28 01

Federal Aid Project No.: **E2FL06 Transportation Systems Preservation Program (TCSP)**

County Section No.: **Lake SR 46: -11130000 ; Seminole SR 46:- 77030000**

Description: ***From SR 500 (US 441) to Seminole County Line with an approximate length of 14.2 miles. Includes realignment south of Sorrento and Mt. Plymouth- Lake County and Orange County.***
 From Lake County Line to I-4 (SR 400) with an approximate distance of 4.9 miles (MP 0.00 to MP 4.943) - Seminole County.

PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and the DEPARTMENT in connection with the Preliminary Engineering (Conceptual Design) and Environmental Studies necessary to comply with DEPARTMENT procedures and to obtain Federal Highway Administration (FHWA) Location and Design Concept Acceptance (LDCA) of proposed improvements to this transportation facility.

The Project Development Process shall follow the DEPARTMENT'S publication titled "Project Development and Environment Manual", published 07/01/88 and all subsequent revisions. Throughout this Scope of Services portion of this CONSULTANT Contract, the publication will be referred to as the "PD&E Manual". All tasks identified in this scope of work will be done in accordance with the DEPARTMENT's PD&E Manual, unless otherwise stated.

The PD&E Manual incorporates all the requirements of the National Environmental Policy Act (NEPA); Federal law and executive orders; applicable Federal regulations included in the Federal Highway Administration Federal-Aid Policy Guide; and applicable State laws and regulations including Chapter 339.155 of the Florida Statutes. The project documentation prepared by the CONSULTANT in accordance with the PD&E Manual shall therefore be in compliance with all applicable State and Federal laws, executive orders, and regulations.

The CONSULTANT shall perform those engineering services required for LDCA studies, including consideration of all social, economic, environmental effects, and mitigation as required by the FHWA and/or the PD&E Manual, along with the required environmental documents, engineering reports, preliminary plans, public hearing, and right-of-way maps.

Sections 1 through 4 of the Scope of Services will establish which items of work described in the PD&E Manual are specifically included in this contract, and also which of the items of work will be the responsibility of the CONSULTANT or the DEPARTMENT.

The DEPARTMENT will provide contract administration and provide management services and technical reviews of all work associated with the development and preparation of the engineering/environmental study reports for the transportation facility.

STUDY OBJECTIVE

The CONSULTANT is to study the **SR 46 Corridor Improvements** (Project). The SR 46 Corridor Improvements include the following components:

- **SR 46 Reconstruction and Realignment** which begins at the SR 46/US 441 interchange in Lake County extending east to a point just east of Round Lake Road then turning southeast on new alignment entering Orange County with an interchange connection at the Wekiva Parkway. From the Wekiva Parkway Interchange the alignment will extend to the east and northeast crossing back into Lake County, then turning east within or adjacent to the existing SR 46 alignment corridor, crossing the Wekiva River into Seminole County and terminating at I-4 (SR 400). It is expected that the SR 46 improvements will consist of controlled-access improvements along the existing alignment from US 441 to the point east of Round Lake Road, while the remaining alignment is expected to be limited-access. The approximate length of the SR 46 Reconstruction and Realignment is 19.1 miles with 14.2 miles in Lake and Orange County and 4.9 miles in Seminole County.
- **CR 46A Realignment** which begins on CR 46A in Lake County near the new Heathrow Gatwick Development and extends to the south-southeast on new alignment and ties into SR 46 with an access connections to the realigned SR 46. The approximate length of the CR 46A realignment is 3.0 miles.
- **SR 46 Access Improvements** are required in Lake County between the realignment of CR 46A and the Wekiva River to allow access to the private property along existing SR 46. It is proposed that the new SR 46 alignment will carry all traffic crossing between Seminole and Lake Counties and provisions for access are required for several properties in this area of Lake County.

STUDY REQUIREMENTS AND PROVISIONS FOR WORK

Governing Regulations

The services performed by the CONSULTANT shall be in compliance with all applicable DEPARTMENT Manuals and Guidelines. The DEPARTMENT'S Manuals and Guidelines incorporate by requirement or reference all applicable State and Federal regulations. The current edition, including updates, of the following DEPARTMENT Manuals and Guidelines shall be used in the performance of this work. It is understood that AASHTO criteria shall apply as incipient policy.

- Florida Statutes
- Florida Administrative Codes
- Applicable federal regulations, and technical advisories.
- Project Development and Environment Manual
- Plans Preparation Manual
- Roadway Traffic and Design Standards

Stage III

- Highway Capacity Manual
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Bicycle Facilities Planning and Design Manual
- Right-of-Way Mapping Handbook
- Location Survey Manual
- EFB User Guide
- Drainage Manual
- Outline Specifications - Aerial Surveys/Photogrammetry
- Soils and Foundations Manual
- Structures Design Guidelines
- CADD Manual (No. 625-050-001)
- CADD Production Criteria Handbook
- Florida's Level of Service Standards and Guidelines Manual for Planning (No. 525-000-005)
- Equivalent Single Axle Load Guidelines (No. 525-030-121)
- Design Traffic Procedure (No. 525-030-120)
- K-Factor Estimation Process
- Project Traffic Forecasting Guidelines
- Florida Highway Landscape Guide
- Basis of Estimates Manual

Liaison Office

The Project is a joint effort between the DEPARTMENT and the Orlando-Orange County Expressway Authority (the AUTHORITY). The CONSULTANT is expected to coordinate with both parties on overall Project progress and general issues. The AUTHORITY and the DEPARTMENT will communicate to the CONSULTANT as to the decision responsibility (DEPARTMENT or AUTHORITY) on specific issues to streamline decision-making in focused areas. While it is expected that the CONSULTANT shall seek and receive advice from various State, regional, and local agencies, the final direction on all matters will remain with the Project Manager.

Key Personnel

The CONSULTANT'S work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by DEPARTMENT.

Meetings and Presentations

The CONSULTANT shall attend a Notice to Proceed Meeting with DEPARTMENT representatives, where relevant project information will be provided by the DEPARTMENT, along with procedures for administering the contract. The CONSULTANT and his staff shall also be available with no more than a five (5) workday notice to attend meetings or make presentations at the request of the DEPARTMENT. Such meetings and presentations may be held at any hour between 8:00 A.M. and 12:00 midnight on any day of the week. The CONSULTANT may be called upon to provide maps, press releases, advertisements, audiovisual displays and similar material for such meetings.

Quality Control

The CONSULTANT shall be responsible for insuring that all work products conform to DEPARTMENT standards and criteria. This shall be accomplished through an internal Quality Control

(QC) process performed by the CONSULTANT. This QC process shall insure that objective and qualified individuals who were not directly responsible for performing the initial work achieve quality through checking, reviewing, and surveillance of work activities.

Prior to submittal of the first invoice, the CONSULTANT shall submit to the DEPARTMENT'S Project Manager for approval the proposed method or process of providing Quality Control for all work products. The Quality Control Plan shall identify the products to be reviewed, the personnel who perform the reviews, and the method of documentation.

Correspondence

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

Submittals

The CONSULTANT shall provide copies of the required documents as listed below. These are the anticipated printing requirements for the project. This tabulation will be used for estimating purposes, and the Project Manager will determine the number of copies required prior to each submittal.

<u>Engineering Items:</u>	<u>Copies:</u>
First Draft Preliminary Engineering Report	15
Second Draft Preliminary Engineering Report	30
Final Preliminary Engineering Report (Signed and Sealed)	50
Location Hydraulics Report	15
Drainage/Pond Siting Report	15
Conceptual Design Roadway Plan Set	40
Geotechnical Report	15
Typical Section Package	10
Value Engineering Information Report	10

<u>Environmental Items:</u>	<u>Copies:</u>
Advance Notification Package	50
Public Involvement Plan	10
Class of Action Determination (draft and final)	15
Draft Environmental Assessment (1 st and 2 nd Draft)	15
Environmental Assessment	50
Finding of No Significant Impact	50
Section 4(f) Statement (option)	15
Noise Study Report (draft and final)	15
Air Quality Report (draft and final)	15
Contamination Screening Evaluation Report (draft and final)	15
Public Hearing Transcript	15
Comments and Coordination Package	10
Endangered Species Biological Assessment (draft and final)	15
Wetlands Evaluation Report (draft and final)	15
Cultural Resource Assessment (draft and final)	15

Stage III

Upon completion of the study, the CONSULTANT shall deliver to the DEPARTMENT and the AUTHORITY, in an organized manner, all project files, maps, sketches, worksheets, and other materials used or generated during the study process.

Computer Automation

The project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. The DEPARTMENT makes available software to help assure quality and conformance with the policy and procedures regarding CADD. It is the responsibility of the CONSULTANT to meet the requirements in the FDOT CADD Manual (Topic No. 625-050-001). The CONSULTANT will submit final documents and files as described therein. Additional related information is found in the FDOT Plans Preparation Manual (Topic No. 625-000-008).

All computer disks shall be scanned for viruses prior to submitting to FDOT. Failure to scan for viruses may result in a lower Consultant work performance evaluation.

Coordination with Other Consultants and Entities

The CONSULTANT is to coordinate their work with any ongoing and/or planned projects that may affect this study.

The CONSULTANT is to coordinate with local governmental entities to ensure design and right of way requirements for the project are compatible with local public works improvements and right of way activities.

Optional Services

At the DEPARTMENT'S option, the CONSULTANT may be requested to provide final design and plans preparation services or expert witness services for right-of-way acquisition. The fee for these services shall be negotiated in accordance with the terms detailed in exhibit b, method of compensation, for a fair, competitive and reasonable cost, considering the scope and complexity of the project(s). A supplemental agreement adding the additional services shall be executed in accordance with paragraph 2.00 of the standard consultant agreement.

1.0 PUBLIC INVOLVEMENT

Public involvement includes communicating to and receiving information from all interested persons, groups, and government organization information regarding the development of the project. The CONSULTANT shall coordinate and perform the appropriate level of public involvement for this project as outlined in Part 1, Chapter 8, and Part 2, Chapter 9 of the PD&E Manual and the following sections.

1.1 Public Involvement Program

The CONSULTANT shall prepare a Public Involvement Plan as per the PD&E Manual.

1.2 Public Involvement Data Collection

In addition to public involvement data collection, the CONSULTANT shall assist the DEPARTMENT in preparing responses to any public inquiries as a result of the public involvement process.

1.3 Notice of Intent

Not Applicable (N/A).

1.4 Advance Notification

At the beginning of the project, the CONSULTANT shall prepare the Advance Notification and transmittal letter as per Part 1, Chapter 2 of the PD&E Manual for the DEMO Manager / Engineer to submit to the State Clearinghouse.

1.5 Scheduled Public Meetings

The CONSULTANT shall provide all support necessary for the DEPARTMENT to hold or participate in various public meetings, including:

- Scoping Meeting
- Public Kick-off Meeting
- Initial Alternatives Public Meeting
- Alternatives Public Meeting

For any of the above type meetings, the CONSULTANT shall prepare and/or provide:

- Scripts or agenda for presentation.
- Handouts
- Graphics for presentation.
- Meeting equipment set-up and tear down.

Stage III

- Legal and/or display advertisements. (The CONSULTANT will pay the cost of publishing.)
- Letters for notification of elected and appointed officials, property owners and other interested parties. (The CONSULTANT will pay the cost of first class postage.)
- News releases, for use three to five days prior to meeting.
- Summary notes of meetings.
- Briefing and debriefing of Department staff.

The CONSULTANT will investigate potential meeting sites to advise the DEPARTMENT on their suitability. The CONSULTANT will pay all costs for meeting site rents and insurance.

The CONSULTANT will attend the meetings with an appropriate number of personnel to assist the DEPARTMENT'S Project Manager.

It is estimated for this project there will be four Public meetings during the study.

1.6 Unscheduled Public and Agency Meetings

In addition to scheduled public meetings the CONSULTANT may be required to participate in unscheduled meetings with the public, elected officials, or public agencies. The CONSULTANT's participation will be limited to participation during the meeting, note taking, and summarizing the meeting in a memo to the file. It is estimated for this project there will be 30 meetings during the study.

1.7 Public Hearing

The CONSULTANT shall provide all the support services listed in Sections 1.2 and 1.5 above, and in addition shall prepare:

Public officials and Agency letters. The CONSULTANT will prepare the letters, insert them in envelopes, and address the envelopes. The CONSULTANT will pay for first class postage

Property owner letters. The CONSULTANT will identify the names and addresses of the property owners from county tax rolls. The CONSULTANT will prepare the letters, insert them in envelopes, and address the envelopes. The CONSULTANT will pay for first class postage.

- All elements of the multi-media presentation. Which will include Power Point Presentation.
- Graphics
- Displays of plans and report(s) for the public display.
- Brochures or handouts.
- Prepare public advertisements.
- Court Reporter

Stage III

- Briefing and debriefing of Department staff.

The CONSULTANT will procure a verbatim transcript of the Public Hearing. The CONSULTANT will combine the transcript with any letters received by the DEPARTMENT as part of the public hearing record, and affidavits of publication of legal ads, and will provide copies of the transcript for the DEPARTMENT'S use. The CONSULTANT will also prepare a Comments and Coordination Package for the project after the Public Hearing.

1.8 Location and Design Concept Acceptance

The CONSULTANT shall prepare and publish the LDCA notice as per the PD&E Manual.

1.9 Special Public Involvement Requirements

- The CONSULTANT will provide quarterly updates to web site materials and Overall Project Board to the DEPARTMENT and the AUTHORITY offices
- Prepare and distribute six newsletters.
- Provide a Toll Free telephone Number
- Develop and conduct meetings with the Project Advisory Group (six Meetings) and an Environmental Advisory Group (six meetings).
- The CONSULTANT shall provide support for development of presentations to the Wekiva River Basin Commission. Four meetings are anticipated.

1.10 Quality Control

The CONSULTANT will perform appropriate quality control reviews for public involvement materials.

2.0 ENGINEERING ANALYSIS AND REPORTS

The CONSULTANT shall coordinate and perform the appropriate level of engineering analysis for this project as outlined in Part 1, Chapter 9 of the PD&E Manual and the following sections.

Data Collection

Immediately following the Advance Notification, the CONSULTANT shall begin preliminary assessments of the study corridor from an engineering standpoint. This task is largely of a data gathering nature. This activity consists of collecting various information and materials relative to the performance of engineering analyzes within the study area. The information should include all data necessary to perform adequate evaluation of the location and design of a transportation facility.

2.1 Field Review

The CONSULTANT shall conduct all anticipated field trips needed to collect engineering data

2.2 Aerial Photography

Aerial Photography shall be used as a basis for plotting various data necessary for both engineering and environmental analysis, alternative corridor and design studies, and the development of the preliminary plans of conceptual design. Copies of aerial photography are the prime source of information used to convey project considerations to the public at public meetings.

The CONSULTANT will furnish the necessary aerial photography to be used in the study. Aerial photography shall be prepared for the following uses at the noted scales for 11"X17" sheets:

Overall Project Location Map	1" = 1000'
Drainage master Plan	1" = 400'
Corridor Location Maps	1" = 400'
Viable Alternative Plans	1" = 400'
Preferred Alternative Plans	1" = 200'

2.3 Survey Coordination

The CONSULTANT shall coordinate survey services required for the aerial and project needs.

2.4 Existing Roadway Characteristics

The CONSULTANT shall collect information as per the PD&E Manual.

2.5 Existing Structure Characteristics

The CONSULTANT shall collect information as per the PD&E Manual.

2.6 Traffic Data

The AUTHORITY will furnish the following initial traffic data:

Current corridor traffic counts.

20 year Design Corridor System Traffic with K & D Factors.

Volume of trucks (medium and heavy) motorcycles and buses for existing, opening, interim years and design year.

LOS "C" traffic volumes at anticipated posted speed if Level of Service D, E or F is anticipated during the life of the project (for noise study)

The CONSULTANT will analyze the traffic projections provided initially by the DEPARTMENT, and report to the Project Manager concerning apparent inconsistencies. The CONSULTANT will provide the Project Manager with support and advice in procuring acceptable revised Traffic Projections.

The CONSULTANT is not expected to perform or furnish traffic counts other than that data that is available for other sources (FDOT, County, etc.).

2.7 Crash Data

The CONSULTANT shall obtain available data from DEPARTMENT'S COMPUTER (Program numbers AARPJ12 and AARPJ13) and local sources for various highway segments required. Obtain data for previous five years. The data collected shall include the number and type of accidents, accident locations, number of fatalities and injuries, and estimates of property damage and economic loss.

2.8 Existing Signage Inventory

The CONSULTANT will be responsible for inventorying the existing signage along the project corridors.

2.9 Utilities

The CONSULTANT shall perform the task in accordance with Part 2, Chapter 10 of the PD&E Manual.

2.10 Railroads

The CONSULTANT shall perform the task in accordance with Part 2, Chapter 10 of the PD&E Manual.

2.11 Transportation Plans

The CONSULTANT shall obtain plans for all modes of transportation including surface, transit and non-motorized modes. The following plans or studies should be obtained:

- Urban Area Transportation Study. If applicable, County Cost Feasible and Needs Plans.

Stage III

- Local Comprehensive Plans; city and county.
- Transit, rail, bus, other.
- Non-motorized modes, including bikeways and pedestrian walkways.

2.12 Soils

The CONSULTANT shall review the United States Department of Agriculture, Geological Survey, and Soil Conservation Service Maps and summarize the findings.

2.13 Base Map

The CONSULTANT shall develop a CADD database that includes existing characteristics. CADD data base information shall be compatible for use on aerial photography used for public hearing presentations, corridor maps, and alternative plans.

Needs

The CONSULTANT shall establish and/or verify the purpose and need for the project as outlined in Part 2, Chapter 5 of the PD&E Manual.

2.14 Safety

Based on the information obtained from the crash data the CONSULTANT shall identify project needs associated with the safety of the existing facility.

2.15 Analysis of Existing Conditions

The CONSULTANT shall analyze the existing conditions in order to identify any deficiencies that are to be identified in the Needs section.

2.16 Development of Needs Statement

The CONSULTANT shall develop this information as per the PD&E Manual.

Design Analysis

Utilizing the data collected as part of this scope of work, the CONSULTANT shall perform the engineering analysis necessary to complete the project development process. The task of engineering analysis will be ongoing throughout the duration of the project and will be performed with consideration to the results of the environmental impact analysis.

After selection of viable corridor(s), the CONSULTANT shall develop and analyze alternate conceptual design alternatives. The development of the design alternatives shall consider the desires of the community with respect to landscaping, aesthetics, or other special features in order to satisfy the requirements of the Department's policy on Transportation Design for Livable Communities. Viable alternatives shall be developed in each corridor.

The CONSULTANT shall develop and evaluate up to four viable alternatives in order to address the project needs.

2.17 Corridor Analysis

The CONSULTANT shall document that the corridor referenced in the Wekiva Parkway Protection Act is the only feasible corridor for the project and that other corridors were not considered.

2.18 Traffic Analysis

The CONSULTANT shall coordinate Traffic Analysis needs and information with the DEPARTMENT and the AUTHORITY. The Traffic Study will be provided by the AUTHORITY.

2.19 Typical Section Analysis

The CONSULTANT shall develop all appropriate typical section alternatives for the project. These will include the department's standard typical sections, and any typical sections that may result in minimizing right of way, or those proposed in light of the Department's policy on Transportation Design for Livable Communities.

2.20 Roadway Design Alternatives

The CONSULTANT in coordination with the DEPARTMENT and the AUTHORITY will develop design alternatives given agency, public and project team input. It is anticipated that Four alternatives will be developed for alignment and for each interchange.

2.21 Prepare Concept Plans

The CONSULTANT will overlay Concept Plans on the base maps. At a minimum, the concept plans should include edge of travelway, proposed right-of-way, location of bridges and ponds.

2.22 Drainage Analysis and Pond Siting Report

The CONSULTANT shall perform preliminary drainage design in order to determine potential outfall locations and preliminary sizes (volume and area) of required detention and/or retention facilities for storm water treatment or attenuation. The location and size of potential detention/retention areas will be determined for all viable alternate alignments.

The CONSULTANT shall prepare a "Pond Siting Report" for the project in accordance to the Department's Stormwater Facilities Handbook.

2.23 Structures

The CONSULTANT will evaluate conceptual structures vertical and horizontal alignments

2.24 Access Management

The CONSULTANT shall review the Department's State Highway System Access Management Classification System and Standards (Rule 14-97) and determine their application to the project. The CONSULTANT shall determine the proper access classification and

standard to be applied to the project and coordinated with the Districts' Access Management Review Committee.

The proposed access management plan shall be presented as part of the public involvement process. If an Access Management Classification/Reclassification Public Hearing is required, it will be combined with another public meeting.

The CONSULTANT will review property impacts and make preliminary determinations of property access needs and requirements.

2.25 Multi-modal Accommodations

The CONSULTANT will coordinate with transit and local government officials in order to determine what multi-modal plans exist for the project area. Development and evaluation of Multi-modal facilities (trails) will be handled as a supplemental service.

2.26 Maintenance of Traffic Analysis

The CONSULTANT will analyze the design alternatives for constructability, and the ability to maintain traffic. If the analysis indicates that there will be a substantial cost to maintain traffic this cost will be included in the final estimate for that alternative.

2.27 Geotechnical Coordination

The CONSULTANT shall coordinate with the geotechnical subconsultant regarding project requirements, review of geotech data, and scheduling.

2.28 Intelligent Transportation Systems

The CONSULTANT will coordinate with the DEPARTMENT and AUTHORITY regarding potential IIS needs for the project.

Comparative Analysis of Alternatives

The DEPARTMENT and the AUTHORITY will determine which viable alternative(s) will be evaluated further through the public involvement process and environmental analysis. The possibility exists that the No-Build alternative may be selected at this point.

2.29 Comparative Analysis and Evaluation Matrix

After developing the viable alternatives and costs, the CONSULTANT will prepare a matrix comparing the impacts and costs of the alternatives evaluated, with a recommendation of the most viable alternative(s). The CONSULTANT shall present their recommendations to the DEPARTMENT for consideration.

2.30 Selection of Preferred Alternative(s)

The CONSULTANT shall recommend a preferred alternative(s) based on a review and analysis of all engineering, environmental, and public involvement issues related to the project.

2.31 Conceptual Design Plans (Preferred)

The CONSULTANT will finalize concept plans for the preferred alternative that include refinements from the public hearing.

2.32 Identify Construction Segments

The CONSULTANT will coordinate with the DEPARTMENT and the AUTHORITY to define potential construction segments.

2.33 Value Engineering

This project will be subject to a Value Engineering (VE) review during the alternative analysis activities. A multi-disciplined team of DEPARTMENT personnel whose purpose will be to consider value improvements to proposed concepts and designs will conduct VE reviews.

Value Engineering is an event oriented function and will occur at specific times in the progress of the project. For this study the VE study will take place:

At the end of the alternatives analysis phase and before the public hearing, The CONSULTANT should provide the VE team with the materials and information necessary for an effective review and evaluation of the various alternatives and major cost elements of the project.

The CONSULTANT Project Manager and other key project personnel shall meet with the VE team to provide a detailed review of the development of the project to date. The information will be presented in conjunction with a report titled "Value Engineering Information Report" (VEIR). This service will be conducted at the Department's District Office and will include follow-up telephone and written communications.

Develop construction costs for each feasible design alternative. Estimated cost should be shown by major elements of each alternative.

Estimated R/W costs for each alternate based upon recent sales of property in the project area.

The CONSULTANT shall submit data and information, referenced above, in the format of a Value Engineering Information Report (VEIR), or the Draft Preliminary Engineering Report (DPER), for each VE phase review. The VEIR or DPER is to be submitted to the DOT Project Manager two (2) weeks prior to the VE team review. Copies of each report are to be provided by the CONSULTANT, to the DOT Project Manager.

2.34 Construction Cost Estimates

The CONSULTANT shall develop construction cost estimates for each design alternative. The cost estimate is to be developed with a format acceptable to the DEPARTMENT and the AUTHORITY. The CONSULTANT will coordinate the estimates with the Department's long range estimating (LRE) program.

2.35 Right of Way Cost Estimates

The DEPARTMENT and/or the AUTHORITY will provide right-of-way estimates to the CONSULTANT.

2.36 Typical Section Package

The CONSULTANT will prepare the Typical Section Package in accordance with the Department's Plans Preparation Manual.

2.37 Design Exceptions and Variances:

The CONSULTANT will identify and prepare exception and variance package(s) for approval in accordance with the Department's Plan Preparation Manual.

2.38 Preliminary Engineering Report (PER)

The CONSULTANT shall prepare a Draft and Final Engineering Report in accordance with the PD&E Manual.

2.39 Interchange Modification / Justification Report

N/A. If an IMR or IJR is required it will be considered a supplemental service.

2.40 Quality Control

3.0 ENVIRONMENTAL ANALYSIS AND REPORTS

The CONSULTANT shall coordinate and perform the appropriate level of environmental analysis for this project as outlined in the PD&E Manual and the following sections.

The CONSULTANT shall utilize the Florida Geographic Data Library (FGDL), or other appropriate, database that includes all existing features. This data base information shall be compatible for use on base maps used for public hearing presentations, corridor maps, and alternative plans.

Social Impacts

In accordance with Part 2, Chapter 9 of the PD&E Manual, unless otherwise noted.

3.1 Land Use Changes

3.2 Community Cohesion

3.3 Community Services

3.4 Social And Economic Impacts

3.5 Relocation Potential

The CONSULTANT will identify potential relocations associated with each Viable Alternative.

3.6 Archaeological and Historical Sites

The CONSULTANT shall collect data necessary to completely analyze the impacts to all cultural and historic resources by all proposed alternatives and prepare a Cultural Resource Assessment Request Package as described in Part 2, Chapter 12, of the PD&E Manual.

3.7 Section 4(f)

The CONSULTANT shall perform the task in accordance with Part 2, Chapter 13 of the PD&E Manual.

3.8 Visual Impacts and Aesthetics

The CONSULTANT shall perform the task in accordance with Part 2, Chapter 15 of the PD&E Manual.

3.9 Utilities and Railroads

Based on the coordination with the utility companies along the project the CONSULTANT shall prepare a Utility Assessment Package as described in Part 2, Chapter 10 of the PD&E Manual. The CONSULTANT will also address impacts to existing and proposed railroads.

Natural Impacts

3.10 Wetlands

The CONSULTANT shall perform the task in accordance with Part 2, Chapter 18 of the PD&E Manual.

3.11 Conceptual Mitigation Plans

The CONSULTANT shall perform the task in accordance with Part 2, Chapter 18 of the PD&E Manual.

3.12 Water Quality

The CONSULTANT shall perform the task in accordance with Part 2, Chapter 20 of the PD&E Manual.

3.13 Outstanding Florida Waters, Wild and Scenic Rivers, And Aquatic Preserves

In accordance with Part 2, Chapters 19, 21, and 23, of the PD&E Manual, respectively.

3.14 Floodplains

The CONSULTANT shall perform the task in accordance with Part 2, Chapter 24 of the PD&E Manual.

3.15 Coastal Barrier Resources

The CONSULTANT shall perform the task in accordance with Part 2, Chapter 26 of the PD&E Manual.

3.16 Wildlife and Habitat

The CONSULTANT shall perform the task in accordance with Part 2, Chapter 27 of the PD&E Manual.

3.17 Identify Permit Conditions

The CONSULTANT shall identify permit conditions, and type of permits required. This task includes the review of maps and data in order to determine permit related information for the project.

3.18 Farmlands

The CONSULTANT shall perform the task in accordance with Part 2, Chapter 28 of the PD&E Manual.

Physical Impacts

3.19 Noise

The CONSULTANT shall perform the task in accordance with Part 2, Chapter 17 of the PD&E Manual.

3.20 Air Quality

The CONSULTANT shall perform the task in accordance with Part 2, Chapter 16 of the PD&E Manual.

3.21 Construction Impact Analysis

The CONSULTANT shall perform the task in accordance with Part 2, Chapter 30 of the PD&E Manual.

3.22 Contamination

The CONSULTANT shall perform the necessary analysis to complete the Contamination Screening Evaluation for all proposed alternatives, and complete the Contamination Screening Evaluation Report as described in Part 2, Chapter 22, of the PD&E Manual.

Environmental Reports

The Environmental Documents prepared by the CONSULTANT will comply with the procedures listed in the PD&E Manual, Part 1, and will also follow the format and include content described in Part 2 of the PD&E Manual. The task of documentation includes the preparation of draft and interim reports prepared by the CONSULTANT for review and comment upon by the DEPARTMENT prior to producing final reports and documents.

3.23 Class of Action Determination

The Class of Action for this project has not been determined.

The CONSULTANT shall prepare the Environmental Determination Form and any attachments that will be required for FHWA to make their determination as per Part 1, Chapter 3, of the PD&E Manual. At this time it is assumed that the Class of Action for the Project will be an Environmental Assessment/FONSI.

3.24 Environmental Assessment

The CONSULTANT shall perform the task in accordance with Part 1, Chapter 4 of the PD&E Manual.

3.25 Finding Of No Significant Impact

The CONSULTANT shall perform the task in accordance with Part 1, Chapter 5 of the PD&E Manual.

Stage III

3.26 Draft Environmental Impact Statement

N/A. If the Project is determined to require an Environmental Impact Statement such services will be contracted as a supplemental service.

3.27 Final Environmental Impact Statement

N/A

3.28 Quality Control

4.0 MISCELLANEOUS SERVICES

4.1 Contract and Project Files

Project Management efforts for complete setup and maintenance, developing monthly progress reports, schedule updates, work effort to develop and execute sub-consultant agreements etc. Progress reports shall be delivered to the DEPARTMENT in a format as prescribed by the Department and no less than 10 days prior to submission of the corresponding invoice. Judgment on whether work of sufficient quality and quantity has been accomplished will be made by the Project Manager by comparing the reported percent complete against actual work accomplished.

Within ten (10) days after the Notice to Proceed, the CONSULTANT shall provide a schedule of calendar deadlines accompanied by an anticipated payout curve. Said schedule and anticipated payout curve shall be prepared in a format prescribed by the DEPARTMENT.

4.2 Project Management Meetings and Coordination

The CONSULTANT shall meet with the DEPARTMENT as needed throughout the life of the project. It is anticipated 40 meetings will be needed. These meetings will include progress and miscellaneous review and other coordination activities with the Department.

Additional Services

To Be Identified.

5.0 METHOD OF COMPENSATION

Payment for the work accomplished will be in accordance with Exhibit B of this contract. Invoices shall be submitted in quintuplicate to the DEPARTMENT, in a format prescribed by the DEPARTMENT. The DEPARTMENT'S Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to insure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the DEPARTMENT.

Payments will not be made that exceed the percentage of work identified in the approved payout curve and schedule provided in accordance with Section 4.1.

6.0 SERVICES TO BE PERFORMED BY THE DEPARTMENT

The DEPARTMENT will provide those services and materials as set forth below:

- Project data currently on file.
- All available information in the possession of the DEPARTMENT pertaining to utility companies whose facilities may be affected by the proposed construction.
- All future information that is in possession or may come to the DEPARTMENT pertaining to subdivision plans, so that the CONSULTANT may take advantage of additional areas that can be utilized as part of the existing right-of-way.
- Process Advance Notification and all environmental and engineering documents including Permit Coordination Package.
- Coordinate with the State Historic Preservation Officer.
- Existing FDOT right-of-way maps.
- The DEPARTMENT will permit the CONSULTANT to utilize the DEPARTMENT'S computer facilities upon proper authorization as described in the DEPARTMENT Procedure No. 261 009. The models anticipated for use in this project are CAL3QHC2, COSCREEN98, MOBILE 5a, FSFAC05, FSFAC08, TEXIN, and STAMINA 2.1.
- The DEPARTMENT will provide available FDOT crash data.

PUBLIC INVOLVEMENT

Estimator:	Task	Units	# of Units	Hours / Unit	Comments
Mark S. Callahan - CH2M HILL					SR 46 Corridor Improvements 238275 1 22 01
1.0	Public Involvement				
1.1	Public Involvement Program *	LS	1	80	Three Counties, two cities, Wekiva Commission, etc.
1.2	Public Involvement Data Collection	LS	1	252	L= 8 (OC)+12 (SC)+ 16 (LC)= 36/ M=6; / 2 updates / 24 months
1.3	Notice of Intent *	LS	1	0	Not Included in Scope
1.4	Advance Notification *	LS	1	40	
1.5	Scheduled Public Meetings	LS	1	912	
	Scoping Meeting				
	Set Up/Scoping Package *		1	160	Includes Meeting Summary
	Participation		1	24	4 people, 4 hour meeting, 2 hour travel RT
	Elected Officials/Agency Kickoff Meeting				
	Set Up *			0	
	Participation and notes		1	24	Public Official Letter, No Meeting
	Public Kickoff Meeting				
	Set up *		1	124	
	Participation and notes		1	52	6 people, 3 hour meeting, 3 hour travel/set-up, 16 hours notes/distribution
	Initial Alternatives Meeting				
	Set up *		1	208	
	Participation and notes		1	60	6 people, 3 hour meeting, 3 hour travel/set-up, 24 hours notes/distribution

PUBLIC INVOLVEMENT

Task No.	Task	Units	# of Units	Hours / Unit	HOURS	Comments
	Alternatives Public Meeting					
	Set up *		1	200	200	
	Participation and notes		1	60	60	6 people, 3 hour meeting, 3 hour travel/set-up, 24 hours notes/distribution
1.6	Unscheduled Public and Agency Meetings	per meeting	30	11	330	2 people, 1.5 hour meeting; 2 hour travel; 4 hours for notes
1.7	Public Hearing	L.S.	1	0	332	
	Invitation / notification / setup / follow-up *		1	220	220	
	Participation		1	112	112	8 people, 3 hour meeting, 3 hour travel/set-up, 4 hours review transcript; 60 hours comment and coordination pkg
1.8	Location and Design Concept Acceptance	L.S.	1	8	8	
1.9	Special Public Involvement Requirements	L.S.	1	0	1732	
	News Letters, Preparation / Distribution *		6	26,667	160	40 for first, 24 for 5
	Web Site Development *		1	96	96	8 updates to web site at 12 hour each
	Public Phone Line and Inquiries		24	48	1152	48 hours per month
	PAG, EAG, Wekiva Commission		18	18	324	18 meetings: 2 hour meetings, 3 hours travel time, 3 people
	Sub Total				3686	
				% QC		
1.10	Quality Control	L.S.	5		139	
	PUBLIC INVOLVEMENT TOTAL HOURS				3825	

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #ANP83 Contract Type: AH Method of Procurement: G
 Vendor Name: ORLANDO-ORANGE COUNTY
 Vendor ID: VF591021557006
 Beginning date of this Agmt: 09/30/04
 Ending date of this Agmt: 08/31/07

Description: SR 46 PD&E

ORG-CODE	*EO	*OBJECT	*AMOUNT	*FIN PROJECT	*FCT	*CFDA
(FISCAL YEAR)		*BUDGET ENTITY		*CATEGORY/CAT YEAR		
AMENDMENT ID		*SEQ.	*USER ASSIGNED ID	*ENC LINE(6S)/STATUS		

Action: ORIGINAL Funds have been: APPROVED

55 053010541	*PD	*131521	*	793046.00	*23827512801	*331	*20.205
2005		*55100100			*088849/05		
0001		*00	*		*0001/04		

Action: ORIGINAL Funds have been: APPROVED

55 053010541	*PD	*131521	*	396523.00	*24020012801	*331	*20.205
2005		*55100100			*088849/05		
0001		*01	*		*0002/04		

TOTAL AMOUNT: *\$ 1,189,569.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
 DATE: 09/17/2004