



Interoffice Memorandum

**AGENDA ITEM**

October 23, 2019

TO: Mayor Jerry L. Demings  
-AND-  
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Chairman  
Roadway Agreement Committee

SUBJECT: November 12, 2019 – Consent Item  
Third Amendment to Amended and Restated Road Impact  
Fee Agreement Vineland Pointe Planned Development  
(Vineland Avenue)

The Roadway Agreement Committee has reviewed a Third Amendment to Amended and Restated Road Impact Fee Agreement Vineland Pointe Planned Development (Vineland Avenue) ("Third Amendment") by and among Vineland Pointe Owner LLC, Altis Vineland Pointe Realty, LLC, and Orange County to amend the terms of the Amended and Restated Road Impact Fee Agreement approved by the Board on December 13, 2016 and recorded at Document #20160653429 as amended. The Third Amendment revises Subsection 10 to request impact fee credits for the Preliminary Design Study for improvements to Vineland Avenue in the amount of 79.9% of the total cost approved by the County and to swap a portion of the development programs between Phases 2 and 3 without any additional transportation impacts.

The Roadway Agreement Committee approved the Third Amendment on August 07, 2019. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

If you have any questions, please feel free to contact me at 407-836-5393.

**ACTION REQUESTED: Approval and execution of Third Amendment to Amended and Restated Road Impact Fee Agreement Vineland Pointe Planned Development (Vineland Avenue) by and among Vineland Pointe Owner LLC, Altis Vineland Pointe Realty, LLC, and Orange County to provide transportation impact fee credits for the Preliminary Design Study and to swap a portion of the development programs between Phases 2 and 3. District 1**

JEH/HEGB:fb  
Attachment

BCC Mtg. Date: November 12, 2019

**PREPARED BY AND RETURN TO:**

**Gregory D. Lee, Esq.  
Baker Hostetler LLP  
200 S. Orange Ave, Suite 2300  
Orlando, Florida 32801**

Tax Parcel I.D. No(s): 14-24-28-8880-01-000  
14-24-28-8880-02-000  
14-24-28-8880-03-000  
14-24-28-4796-01-000

**THIRD AMENDMENT TO AMENDED AND RESTATED  
ROAD IMPACT FEE AGREEMENT**

**VINELAND POINTE PLANNED DEVELOPMENT**

**(VINELAND AVENUE)**

**THIS THIRD AMENDMENT TO AMENDED AND RESTATED ROAD IMPACT FEE AGREEMENT FOR VINELAND POINTE PLANNED DEVELOPMENT** (the “Third Amendment”), is effective as of the latest date of execution by the parties hereto (the “Effective Date”) and is made and entered into by and among **VINELAND POINTE OWNER LLC**, a Delaware limited liability company (“VPO”), whose address is 535 Madison Avenue, 6<sup>th</sup> Floor, New York, New York 10022, **ALTIS VINELAND POINTE REALTY, LLC**, a Florida Limited Liability Company (“Altis”), whose address is 1515 S. Federal Highway, Suite 300, Boca Raton, Florida 33432, and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, 201 S. Rosalind Avenue, Orlando, Florida 32802-1393 (“County”). VPO, Altis, and County are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties”.

**WITNESSETH:**

WHEREAS, an affiliate of Carter Vineland Pointe, LLLP, a Florida limited liability partnership (“Carter”) and County entered into that certain Road Impact Fee Agreement dated

November 9, 2004, and recorded November 16, 2004, at Official Records Book 7703, Page 1210, Public Records of Orange County, Florida (the “Original Agreement”), which was amended and restated through that certain Amended and Restated Road Impact Fee Agreement dated December 13, 2016, and recorded December 16, 2016, in the Public Records of Orange County, Florida under Official Document No. 20160653429, as further amended by that certain First Amendment to Amended and Restated Road Impact Fee Agreement dated November 14, 2017, and recorded November 17, 2017, in the Public Records of Orange County, Florida under Official Document No. 20170632050 (the “First Amendment”), as further amended by that certain Second Amendment to Amended and Restated Road Impact Fee Agreement dated on or about January 15, 2019, and recorded February 6, 2019, in the Public Records of Orange County, Florida under Official Document No. 20190075584 (the “Second Amendment”) (collectively, the “Amended and Restated Agreement”); and

WHEREAS, Altis is now the fee simple owner of the Pride Homes Parcel identified as **Exhibit “B”** attached hereto; and

WHEREAS, the VPO Parcel was platted, as recorded in Plat Book 97, Page 5, a portion of the VPO Parcel was dedicated to the County, and a portion of the VPO Parcel was conveyed to the Florida Department of Transportation, as recorded under Official Document No. 20190468144, thereby modifying the VPO Parcel legal description, with such new legal description as more particularly described on **Exhibit “C”** attached hereto; and

WHEREAS, on April 12, 2017, County approved that certain Vineland Pointe PD, which established a development program for both the VPO Parcel and the Pride Homes Parcel in three (3) separate phases of development of the PD, which included the following: phase I being a 33.5 acre site comprised of 680 townhome/multifamily units and 50,000 square feet of tourist

commercial; phase 2 being a 37.42 acre site comprised of 317,000 square feet of tourist commercial/245 hotel rooms; and phase 3 being a 32.7 acre site comprised of 263,000 square feet of tourist commercial (with all phases being subject to non-substantial adjustments and modifications). County also approved a development plan specific to the VPO Parcel (Vineland Pointe DP (DP 16-09-336)), which has been amended and now includes 459,600 square feet of commercial retail development also in three (3) phases with phase 1 being comprised of 214,800 square feet of retail (“Phase 1”); phase 2 including 124,300 square feet of retail (“Phase 2”); and phase 3 including 120,500 square feet of retail (“Phase 3”) (with all phases being subject to non-substantial adjustments and modifications) (the “VPO Development Plan”), more particularly described on **Exhibit “D”**; and

WHEREAS, VPO has deposited the sum of Four Million and No/100 Dollars (\$4,000,000.00) (the “Escrowed Funds”), previously estimated to be the cost to construct the Improvements, with the County to be held in escrow in order to commence vertical construction of the VPO Development Plan pursuant to the Amended and Restated Agreement; and

WHEREAS, VPO and the County anticipate the Escrowed Funds may not cover the total cost to construct the Improvements due to previously unanticipated right-of-way needs that have arisen since the Escrowed Funds were deposited with the County; and

WHEREAS, the receipt of certificates of occupancy for Phase 1 is imminent and Phase 2 certificates of occupancy are anticipated in October 2019; and

WHEREAS, despite VPO’s diligent efforts, the commencement of construction of the Improvements depicted and contemplated in the Amended and Restated Agreement, has been delayed for several reasons, which include, but are not limited to, delays related to implementing a Modified PDS and delays in obtaining the required ROW; and

WHEREAS, VPO requests that the County approve its proposed scope for the Modified PDS as well as its proposed changes to the design scope (collectively, the “Scope”), as more particularly set forth on **Exhibit “A”** attached hereto and incorporated herein by reference; and

WHEREAS, due to the aforementioned delays and changes, VPO has incurred significant additional and unforeseen costs in connection with the Modified PDS and requests that such costs be reimbursed in the form of transportation impact fee credits; and

WHEREAS, as a result of such delays, VPO asserts it is now at risk of losing two (2) commercial anchor tenants in Phase 3 and requests that the County waive the contingencies to obtaining certificates of occupancy for vertical improvements set forth in the Amended and Restated Agreement as such contingencies pertain to an amount of fifty-two thousand five hundred (52,500) gross leasable area square footage of Phase 3; and

WHEREAS, the Parties desire to amend certain terms and provisions of the Amended and Restated Agreement as set forth below; and

WHEREAS, unless otherwise defined herein, the capitalized words and phrases used herein shall have the same meanings as set forth in the Amended and Restated Agreement; and

WHEREAS, in all other respects, the original terms of the Amended and Restated Agreement shall remain unchanged and in full force and effect.

NOW, THEREFORE, for and in consideration of the above premises, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2. Impact Fee Credits.** Section 10 of the Amended and Restated Agreement is hereby amended to provide that County-approved costs incurred by VPO for the Scope and the Modified PDS shall be reimbursed in the form of Credits in the amount of 79.9% of the total cost approved by the County for the Scope.

**Section 3.** Section 9 of the Amended and Restated Agreement is deleted in its entirety and hereby recreated to read as follows:

**9. Project Construction.** County approved the VPO Development Plan, pursuant to which site work and infrastructure may commence on the Property. Vertical building construction shall not be commenced on the Property until such time as a construction contract for the Improvements has been executed on terms and conditions and with a general contractor approved by County, together with delivery to County of satisfactory payment and performance bonding identifying County as a dual-obligee. Except as otherwise set forth herein below, provided that construction of the Improvements has commenced and is proceeding in good faith in substantial conformance with the construction contract, or providing that Constructing Owner and County are proceeding in good faith with another alternative set forth below in sub-sections 9(e)(i)-(iii), Constructing Owner and Non-Constructing Owner shall be permitted to proceed with the receipt of certificates of occupancy for buildings on the Property.

(a) **Escrowed Funds.** Alternatively and at the election of Constructing Owner, vertical building construction may commence on the VPO Property and certificates of occupancy may be issued for portions of Phase 1, Phase 2, and Phase 3 of the VPO Development Plan and the Pride Homes Parcel as described in subsection 9(d) below following Constructing Owner's delivery of the sum of Four Million and No/100 Dollars (\$4,000,000) (the "Escrowed Funds") to County to

be held in a separate non-interest bearing escrow account (the "Escrow Account") and to be administered, distributed, and released as provided herein.

(b) **Funding Requirements.** The Escrowed Funds represented the estimated construction costs for the Improvements as of the Effective Date of the First Amendment and based upon the terms set forth therein, including a 10% construction cost contingency as well as a reasonable contingency for costs associated with the acquisition of the ROW Parcels. Although some of these assumptions may no longer be accurate, the reasonable contingency for costs associated with the acquisition of the ROW Parcels was based upon the Improvements being completed as an "E" project in accordance with County policies (as described in Section 6.4 of this Agreement), factoring in Constructing Owner's ongoing discussions with owners of the ROW Parcels. Engineering and design costs already paid by Constructing Owner were not included as part of the Escrowed Funds. County has confirmed receipt of the Escrowed Funds in writing to Constructing Owner. Constructing Owner shall be entitled to the release and return of the Escrowed Funds upon written request to County after satisfaction of the conditions and requirements set forth in the first paragraph of Section 6.2 of this Agreement.

(c) **Preliminary Cost Estimate.** Following the approval of the completed Modified PDS by the County and concurrent with the submittal to County of 60% construction plans for the Improvements, Constructing Owner shall also submit a preliminary cost estimate for construction of the Improvements to County for review and approval (the "Preliminary Cost Estimate"). The Preliminary Cost Estimate shall include a 10% construction cost contingency as well as a reasonable contingency for costs associated with the acquisition of the ROW Parcels. Engineering and design costs already paid by Constructing Owner shall not be included as part of the Preliminary Cost Estimate. In the event that the Preliminary Cost Estimate approved by

County exceeds the Escrowed Funds, Constructing Owner shall true up the difference in the Escrowed Funds within thirty (30) days following the receipt of written notice from County. In the event that the Preliminary Cost Estimate exceeds Five Million and No/100 Dollars (\$5,000,000.00) and County chooses to make reasonable efforts to acquire ROW Parcels, the County and Constructing Owner agree to meet in good faith to negotiate another amendment to the Amended and Restated Agreement to reflect a more detailed right-of-way acquisition process for the ROW Parcels and escrow process for the additional funds needed to acquire the ROW Parcels and construct the Improvements.

(d) ***Restricted VPO Development Parcels.*** Notwithstanding anything seemingly to the contrary, no certificate(s) of occupancy for 6,000 rentable square feet in Phase 1, 36,000 rentable square feet in Phase 2, and 68,000 rentable square feet of Phase 3 of the VPO Development Plan (collectively, the “Restricted VPO Development Parcels”), as shown on the VPO Development Plan attached hereto as **Exhibit “D”**, shall be issued until: (1) a construction contract for the Improvements has been executed on terms and conditions and with a general contractor approved by County, together with delivery to County of satisfactory payment and performance bonding identifying County as a dual-obligee; (2) the acquisition of all ROW Parcels has been completed or waived by the County; (3) true up of any Escrowed Funds has taken place (if applicable); and (4) any outstanding costs associated with such true up process due and owing to County by Constructing Owner is paid. Attached hereto as **Exhibit “E”** is a trip matrix outlining the trip generation calculations between the Restricted VPO Development Parcels as well as an illustrative site plan.

(e) ***Failure to Obtain ROW Parcel.*** In the event construction of the Improvements has not timely commenced due solely to the failure of Constructing Owner to obtain a required ROW



Parcel, notwithstanding Constructing Owner's diligent but unsuccessful effort to do so, Constructing Owner shall immediately notify County. Within sixty (60) days after such notification, County may elect one or more of the following:

- (i) Authorize a redesign of the Improvements to avoid the necessity of acquiring the subject ROW Parcel, in which event Constructing Owner shall proceed with construction of the Improvements; and/or
- (ii) Make reasonable efforts to acquire the subject ROW Parcel and upon acquisition of the same, Constructing Owner shall commence with construction of the Improvements. If the County elects to exercise this option, County and Constructing Owner agree to meet in good faith to negotiate a further amendment to the Amended and Restated Agreement to reflect a more detailed right-of-way acquisition process for the ROW Parcels and escrow process for the additional funds needed to acquire the ROW Parcels and construct the Improvements; and/or
- (iii) In lieu of proceeding with construction of the Improvements, County may instruct Constructing Owner to pay into a County-determined account that sum of money equal to the total estimated cost to construct the Improvements as determined by the County. Should County elect this option, Constructing Owner shall be entitled to Credits in the amount of 79.9% of the payment made by Constructing Owner to the County. Such Credits shall then be available to Constructing Owner pursuant to paragraph 10 hereof and in accordance with applicable provisions of the County Code. Furthermore, the Constructing Owner's payment to County pursuant to County's election pursuant to this paragraph 9(e)(iii) shall satisfy all transportation concurrency obligations of both Constructing Owner and Non-Constructing Owner for the Project, and upon receipt of such payment County shall release the hold on the Certificates of

Occupancy for all three phases and promptly release and return the Escrowed Funds to Constructing Owner.

Notwithstanding the foregoing, if Owner and/or the County should fail to obtain the subject ROW Parcel and the County should fail to elect to proceed with one of the options above, the Parties shall work together in good faith to implement another amicable option to the construction of the Improvements. Nothing in this paragraph shall cause the Owner to delay vertical building construction as a result of such implementation of another amicable option if all other terms of this Agreement have been satisfied. Further, Constructing Owner shall be entitled to Credits in the amount of 79.9% for payments for and/or construction of the Improvements, as the case may be, in connection with any option that may be implemented pursuant to this paragraph unless the Parties specifically agree otherwise.

**Section 4. Notice.** Any notice delivered with respect to this Third Amendment or the Amended and Restated Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

As to VPO:                    Vineland Pointe Owner LLC  
    c/o Peter Bergner  
    535 Madison Avenue, 6<sup>th</sup> Floor  
    New York, New York 10022

With a copy to:             Baker Hostetler, LLP  
    200 S. Orange Avenue, Suite 2300  
    Orlando, Florida 32801  
    Attn: Gregory D. Lee, Esq.

As to Altis:                    Altis Vineland Pointe Realty, LLC  
   1515 S. Federal Highway, Suite 300  
   Boca Raton, Florida 33432

With a copy to:                Nelson Mullins  
   1905 NW Corporate Boulevard, Suite 310  
   Boca Raton, Florida 33431  
   Attn: Diane D. Karst, Esquire

As to County:                 Orange County Administrator  
   P.O. Box 1393  
   201 S. Rosalind Ave  
   Orlando, FL 32802-1393

With a copy to:                Orange County Planning, Environmental, and Development  
   Services Department  
   Manager, Transportation Planning Division  
   Orange County Public Works Complex  
   4200 S. John Young Parkway  
   Orlando, Florida 32839-9205

**Section 5.      *Covenants Running with the Land.*** This Third Amendment shall run with the Property and shall be binding upon and shall inure to the benefit and burden of the parties and of the heirs, legal representatives, successors, and assigns of VPO and Altis and any person, firm, corporation, or other entity that may become the successor in interest to the Property. Notwithstanding the foregoing, however, the authority under Section 10 of the Amended and Restated Agreement to instruct County to make deductions from VPO's road impact fee account shall remain with VPO unless expressly assigned in writing to another by VPO.

**Section 6.      *Recordation of Third Amendment.*** An executed original of this Third Amendment shall be recorded, at VPO's expense, in the Public Records of Orange County, Florida within thirty (30) days of the Effective Date.

**Section 7.      *Applicable Law.*** This Third Amendment and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

**Section 8. Time is of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Third Amendment and in the Amended and Restated Agreement.

**Section 9. Further Documentation.** The parties agree that at any time following a request therefor by the other party, each shall execute and deliver to the other party such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transactions contemplated hereby.

**Section 10. Limitation of Remedies.** The Parties expressly agree that the consideration, in part, for each of them entering into this Third Amendment is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Third Amendment, which remedies shall be the same as for the enforcement of the Amended and Restated Agreement, as set forth in Section 17 of the Amended and Restated Agreement.

In addition to the foregoing, nothing in this Third Amendment prohibits or estops County from exercising its power of eminent domain with respect to any portion of the Property as County may lawfully elect.

**Section 11. Amendments.** No amendment, modification, or other change to this Third Amendment or the Amended and Restated Agreement shall be binding upon the parties unless in writing and executed by all the parties hereto.

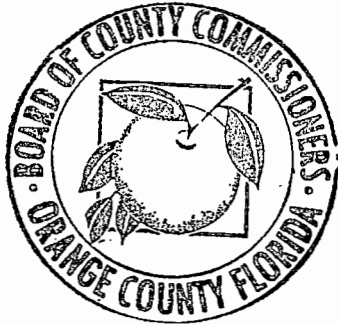
**Section 12. Counterparts.** This Third Amendment may be executed in up to three (3) counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

**Section 13. Utilities.** This Third Amendment does not address utility requirements. VPO and Altis shall coordinate with the Orange County Utilities Director, or a designee, with

respect to any utility easements necessary to accommodate appropriately-sized wastewater sewer mains or lines, potable water mains or lines, and/or reclaimed water mains or lines.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to be duly executed by their respective duly authorized representatives on the dates set forth below.



ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: Bryan W. Burbo

for Jerry L. Demings,  
Orange County Mayor

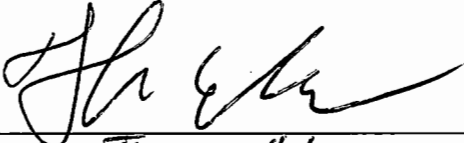
Date: 12 Nov 19

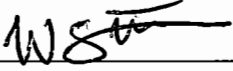
ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: Jennifer Klimetz  
for Deputy Clerk

Printed name: Jennifer Klimetz

WITNESSES:

  
\_\_\_\_\_  
Print Name: Thomas Helt

  
\_\_\_\_\_  
Print Name: Wesley Simon


VPO

VINELAND POINTE OWNER LLC, a  
Delaware limited liability company

By: VINELAND POINTE JV, LLC, a  
Delaware limited liability company, its sole  
member

By: OCP Vineland LLC, a Delaware limited  
liability company, its managing member

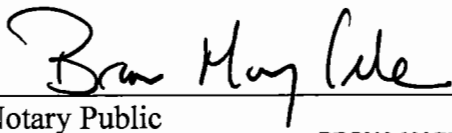
By: O'Connor Management LLC, a Delaware  
limited liability company, its sole member

By:   
\_\_\_\_\_  
Name: William O'Connor  
Title: President CEO  
Date: 9-17-19

STATE OF NEW YORK  
COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me by William O'Connor, as  
CEO of O'Connor Management LLC, a Delaware limited liability  
company, as sole member of OCP Vineland LLC, a Delaware limited liability company, as  
managing member of Vineland Pointe JV, LLC, a Delaware limited liability company, as sole  
member of Vineland Pointe Owner LLC, a Delaware limited liability company, who is known by  
me to be the person described herein and who executed the foregoing, this 13<sup>th</sup> day of  
September, 2019. He is personally known to me or has produced \_\_\_\_\_  
as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 3<sup>th</sup> day  
of September, 2019.

  
\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
**BRONA MARY CREHAN**  
Notary Public, State of New York  
No. 01CR6396347  
Qualified in Westchester County  
Commission Exp. 08-19-2023

WITNESSES:

ALTIS

ALTIS VINELAND POINTE REALTY, LLC,  
a Florida limited liability company

[Signature]  
Print Name: Melissa Alvarez

By: ALTIS VINELAND POINTE  
HOLDING, LLC,  
a Florida limited liability company,  
its manager

[Signature]  
Print Name: Saura Street

By: ALTIS VINELAND POINTE, LLC,  
a Florida limited liability company,  
its manager

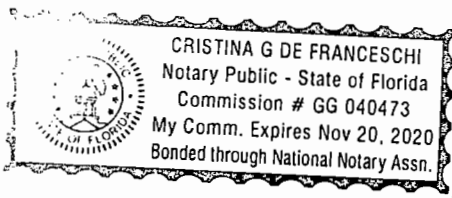
By: ALTIS VINELAND POINTE  
MANAGER, LLC,  
a Florida limited liability company,  
its manager

By: [Signature]  
Name: TIM PETERSON  
Title: VICE PRESIDENT  
Date: 10.25.19

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by Timothy A Peterson as VP of Altis Vineland Pointe Manager, LLC, a Florida limited liability company, the manager of Altis Vineland Pointe, LLC, a Florida limited liability company, the manager of Altis Vineland Pointe Holding, LLC, a Florida limited liability company, the manager of Altis Vineland Pointe Realty, LLC, a Florida limited liability company, on behalf of the company, and who is known by me to be the person described herein and who executed the foregoing, this 25 day of October, 2019. He is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 25 day of October, 2019.



[Signature]  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**JOINDER AND CONSENT TO  
THIRD AMENDMENT TO AMENDED AND RESTATED ROAD IMPACT FEE  
AGREEMENT FOR VINELAND POINTE PLANNED DEVELOPMENT**

The undersigned hereby certifies that it is the holder of the following instruments (the “Instruments”):

**Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing by Vineland Pointe Owner, LLC, a Delaware limited liability company (“Owner”) to Wells Fargo Bank, National Association, recorded December 14, 2017, in Instrument No. 20170681607, Public Records of Orange County, Florida, and the terms and conditions thereof, and that certain Consent to and Collateral Assignment of Impact Fee Agreement and Purchase Agreement by and among Owner, as assignor, and Pride Homes of Vineland, LLC, a Florida limited liability company, as purchaser, recorded March 20, 2018, in Instrument No. 20180160471, Public Records of Orange County, Florida, and the terms and conditions thereof, upon the Property (as defined in the Agreement) presently owned by Owner.**

The undersigned hereby joins in, and consents to, the recording of the Third Amendment to Amended and Restated Road Impact Fee Agreement for Vineland Pointe Planned Development (the “Third Amendment”), and agrees that its above-referenced Instruments, as they may be modified, amended, and assigned from time to time, shall be subordinated to the Third Amendment and the Amended and Restated Agreement (as defined in the Third Amendment), as said Third Amendment and Amended and Restated Agreement may be modified, amended, and assigned from time to time.

*[Signatures follow on next page.]*

IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent in manner  
and form sufficient to bind it.

Signed, sealed, and delivered  
in the presence of:

[Signature]  
Name: Robert Zanotti

[Signature]  
Name: Conrad M Meseley

Wells Fargo Bank, National Association

By: [Signature]  
Print Name: Jeff Goodman  
Print Title: VP

STATE OF ~~FLORIDA~~ Illinois  
COUNTY OF ~~ORANGE~~ Cook

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of September, 2019,  
by Jeff Goodman, as VP of Wells Fargo Bank, National  
Association, on behalf of such company. S/he is personally known to me or has produced  
\_\_\_\_\_ as identification.

(NOTARY SEAL)

[Signature]  
Notary Public; State of Florida ~~Florida~~ Illinois  
Kathy B Pekal  
Typed or Printed Name of Notary



**JOINDER AND CONSENT TO  
THIRD AMENDMENT TO AMENDED AND RESTATED ROAD IMPACT FEE  
AGREEMENT FOR VINELAND POINTE PLANNED DEVELOPMENT**

The undersigned hereby certifies that it is the holder of the following instruments (the “Instruments”):

**Mortgage and Security Agreement by Altis Vineland Pointe Realty, LLC, a Florida limited liability company, as Mortgagor, and Union Savings Bank, as Mortgagee, dated August 19, 2019, recorded August 20, 2019 as Instrument No. 20190515755, of the Public Records of Orange County, Florida.**

The undersigned hereby joins in, and consents to, the recording of the Third Amendment to Amended and Restated Road Impact Fee Agreement for Vineland Pointe Planned Development (the “Third Amendment”), and agrees that its above-referenced Instruments, as they may be modified, amended, and assigned from time to time, shall be subordinated to the Third Amendment and the Amended and Restated Agreement (as defined in the Third Amendment), as said Third Amendment and Amended and Restated Agreement may be modified, amended, and assigned from time to time.

*[Signatures follow on next page.]*

IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent in manner and form sufficient to bind it.

Signed, sealed, and delivered  
in the presence of:

[Signature]

Name: Louis S Beck

[Signature]  
Name: STACY FISSNER

Union Savings Bank, an Ohio corporation

By: [Signature]  
Print Name: Brenda Bingaman  
Print Title: Executive Vice President

STATE OF Ohio  
COUNTY OF Hamilton

The foregoing instrument was acknowledged before me this 31 day of October, 2019,  
by Brenda Bingaman, as Executive Vice President of Union Savings Bank, an Ohio  
corporation, on behalf of such corporation. S/he is personally known to me or has produced  
— as identification.

(NOTARY SEAL)



ANGELINA P. SARGENT  
Notary Public, State of Ohio  
My Comm. Expires Oct. 3, 2021

[Signature]  
Notary Public; State of ~~Florida~~ Ohio  
Angelina P. Sargent  
Typed or Printed Name of Notary

**Exhibit "A"**

**Scope**

[See attached 65 page(s)]

## **Exhibit A**

### **ROADWAY CONCEPTUAL ANALYSIS STUDY**

#### **Vineland Avenue**

From Marriott Springhill to Mary Queen of the Universe – Approximate Length: 0.65 miles

#### **Roadway Conceptual Analysis Scope of Services**

The Consultant shall provide project planning, preliminary engineering, and environmental analysis services for the above referenced project. The consultant shall perform those services required for location/design studies, social and environmental effects, multimodal use, safety, engineering reports and public hearings.

Orange County's Roadway Conceptual Analysis (RCA) process has been implemented with the intent of applying a comprehensive interdisciplinary approach, combining the strengths of the engineering and transportation planning disciplines in the initial development phases of Orange County's major roadway improvement projects. The interdisciplinary approach also seeks to assure early and systematic coordination with all affected County Departments and Divisions, the appropriate state and local entities and the citizenry. The resulting coordination effort is intended to accurately gather and convey information pertinent to the development of the project, thereby identifying viable opportunities to expedite or advance pertinent project phases.

The early establishment of sound criteria documenting the need for the improvement is key to the RCA process. The determination of project need is to be based on comprehensive and integrated technical data analyses, which effectively demonstrates the necessity for the project. In addition to the technical basis for the project, a commensurate public involvement effort providing citizens with clear and concise information is to be developed, thereby affording the citizenry an understanding of the project need.

The Consultant will study the addition of lanes, the relocation of a sidewalk and installation of associated utility improvements and landscaping for Vineland Avenue from Marriot Springhill Suites hotel to Mary Queen of the Universe church. The Consultant shall consider special treatment to Mary Queen of the Universe church to provide its patrons with a Level of Service equal or greater to its current condition.

The Consultant and all Subconsultants shall provide the lump sum fee, man-hour estimates and the Activity and Fee Summary utilizing forms in Exhibit B. A general Project Schedule shall be attached as Exhibit C.

This scope of services and associated fee schedule shall be effective **through September 2019**.

The tasks included in this Scope of Services can be generally grouped into the following seven primary categories:

1. Administration
2. Public Involvement
3. Data Collection
4. Surveying and Mapping
5. Corridor Analysis and Project Need Documentation
6. Improvement Alternatives Development and Analysis
7. Recommended Improvement Evaluation

The format and digital source application used for all submittals are subject to County acceptance and approval. All maps and illustrations depicting aerial extent shall include a directional symbol indicating north and scale appropriate to the map at the size presented. Reproduced maps of greater or lesser dimension than the original must include a modified scale specific to the reproduced map. All illustrations and photographs depicting vertical extent shall be similarly marked when illustrating design features or shall contain captions providing location and direction of the view.

The scope of service addresses each task within these elements and serves to further define specific requirements.

## **1.0 Administration**

### **1.1 Project Status Meetings**

The Consultant's Project Manager and appropriate members of the Consulting team shall attend periodic meetings (up to 12 meetings) with the Orange County Project Manager and staff to discuss project progress and status, upcoming events and action items. The purpose of these meetings is to maintain clear communication between the County and the Consultant team. For the purposes of this study and scope, the Project Team shall be defined as the County Project Manager/Team and the Consulting Team. The Consultant shall prepare and distribute meeting minutes following each of these meetings (draft within 3 days, final within 5 days of the meeting). The project schedule shall reflect these meetings.

### **1.2 RCA Project Schedule**

The Consultant shall prepare and submit a detailed project schedule for the RCA process identifying major tasks, their duration and tasks relationships. This schedule shall utilize the Orange County Standard Roadway Project Schedule format on MS Project. An updated project schedule shall be submitted at each project status meeting, with notation or justification of any major changes to the schedule.

### **1.3 Progress Reports (Monthly)**

Reports shall be prepared in the format prescribed by the Public Works Department. When a report includes hours from a Subconsultant, the Subconsultant report shall accompany the Consultant's report. A separate Breakdown sheet for the Consultant and each Subconsultant

shall accompany each report. The Consultant's Breakdown sheet shall include in aggregate the Consultant's AND Subconsultant's items. A narrative description of the work performed by the Consultant and Subconsultants during each period for each item in the scope, corresponding to Exhibit B, shall also accompany the report. The narrative shall also describe the work to be performed during the next billing period.

#### **1.4 Deliverables**

Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by the County:

- Project Status Meeting Minutes
- RCA Project Schedule (Initial and updates as needed)

### **2.0 Public Involvement**

The public involvement element of this project is a primary component distinguishing this project from a roadway design project. The purpose of the public involvement element is to get the community involved in the project development and decision-making process so the County can develop a project that not only meets the transportation needs of the area, but is also supported by the community it is intended to serve. Therefore, the Consultant shall conduct the following public involvement activities throughout the project.

#### **2.1 Coordination Meetings**

The Consultant shall coordinate and conduct initial meetings/telephone calls and up to ten (10) follow-up meetings/telephone calls with the following local and state organizations to inform them of the project and solicit their input:

- Reedy Creek Improvement District (RCID)
- United States Fish & Wildlife Service (USFWS)
- Army Corps of Engineers, (ACOE)
- Florida Department of Environmental Protection (FDEP)
- Florida Fish & Wildlife Conservation Commission (FFWCC)
- South Florida Water Management District (SFWMD)
- Orange County Environmental Protection Department (EPD)
- Orange County Utilities Department
- City of Orlando Public Works Water Reclamation
- Orange County Public Schools (OCPS)
- Orange County Fire Rescue
- Orange County Sheriff's Department
- Florida Department of Transportation (FDOT)
- LYNX

The Consultant shall coordinate with LYNX and OCPS to determine if the project will result in adverse impacts to their regional and local bussing schedules, routes, and bus stops. The



Consultant shall reflect the results in the model and present the proposed solution(s) on the plan typical sections.

The Consultant shall provide the name of the individual contacted, date, time, contact details and minutes of the topics discussed for each interaction. Production of minutes submitted to County Project Manager within two days of each coordination meeting.

Where agency involvement is required or agency participation is requested at a public meeting, the Consultant shall coordinate with pertinent agencies a minimum of 30 days prior to such public meeting.

## **2.2 Small Group Meetings**

The Consultant shall be available to conduct up to one (1) small group meeting with property owners adjacent to the project location. The Consultant shall be responsible for preparing all presentation and handout materials. Preparation for public meetings and other outreach activities, as well as preparation of meeting summaries and follow up, shall comply with direction provided in Sub-Task 2.8.

## **2.3 Updated Mailing List**

The County shall provide an initial list of property owners and their addresses to the Consultant. The list shall contain, as a minimum, all homeowners / property owners located within the study corridor as determined by the County. The Consultant shall expand the initial mailing list to include any person or institution expressing an interest in the project, potential permitting or review agencies, elected and appointed officials in the area, community leaders, and media representatives.

The Consultant shall maintain and regularly update the mailing list during the course of the study and provide an updated listing for Public Information Meetings and Land Planning Agency (LPA) and Board of County Commissioner (BCC) Public Hearings.

## **2.4 Newsletters**

The Consultant shall prepare and distribute five (5) editions of the project newsletters at the following events of the Study:

- Edition 1: Prior to the Recommended Improvement Concept Meeting
- Edition 2: Prior to the LPA Public Hearing
- Edition 3: Prior to the Board of County Commissioners Public Hearing

The newsletters shall be prepared in English and in Spanish and shall be printed in color on 8 ½" x 11" sheets in a format acceptable to the County. Each English newsletter shall include a Spanish point of contact. Sufficient copies of each English edition shall be printed by the Consultant to provide 110% of the addressees on the mailing list at each mailing, plus an additional 50 copies to be delivered to the County for internal distribution. Sufficient copies of each Spanish edition shall be printed by the Consultant to provide 10% of the addresses on the mailing list at each mailing. The newsletters shall be submitted to the county Project Manager one month before mailing and shall be modified as necessary and sent to each entry included in

the data base mailing list at least two (2) weeks prior to scheduled meetings or hearings. First class mail shall be used. Spanish newsletters and those English newsletters not mailed shall be distributed as needed through the small group meetings, work sessions and public meetings. The Chief Planner of the Transportation Planning Division and the County Communication Office must approve all final newsletter proofs prior to final printing. Newsletters shall adhere to the County's Title VI Nondiscrimination Policy and Plan.

## **2.5 Website Creation / Maintenance**

The County shall prepare an internet website for the study.

The County shall create and post the site on a public-access server with information provided by the Consultant at least three (3) weeks prior to the Recommended Improvement Concept meeting. The County shall then update the site (to include meeting minutes) prior to each public meeting, work session, public hearing, and following the final public hearing.

## **2.6 Advertisements / News Releases**

The Consultant shall prepare and ensure the publication of display advertisements in the Sunday Orange County Extra Section of the Orlando Sentinel and El Sentinel at least two weeks prior to the public meeting and two public hearings. The advertisements shall be display ads approximately 4" x 5".

The Consultant shall also be responsible for placing the public meeting dates/announcements on the Calendar of Events in the Orange County Extra Section of the Orlando Sentinel.

The Consultant shall prepare and deliver news releases to the county project manager at least three (3) weeks prior to each public meetings and each public hearing.

All public display advertisements and news releases must be approved by the Chief Planner of the Transportation Planning Division and the County Communication Office prior to their distribution to media outlets and the general public.

## **2.7 Public Information Meetings**

The Consultant shall prepare for and participate in two (2) public information meetings as described below:

- Preparation and Documentation of Public Meetings
  - Logistics: The Consultant shall conduct all preparations for the public meetings for the County and shall ensure that appropriate Consultant personnel are present to assist with the meetings. The Consultant shall make arrangements for the meeting room rental and set up (including A/V and screen equipment for presentation) and shall ensure that adequate directional signs are placed on the meeting grounds to direct participants to the meeting room. Informational displays (i.e. maps, alternative improvements concepts, and other graphics) shall be displayed for the public to review and comment at least one (1) hour prior to the Recommended Improvement Concept Public Meeting. The meeting shall include a formal PowerPoint presentation followed

by an informal question and answer period during which meeting participants may meet one-on-one with the Study Team to individually discuss their areas of concern.

- Presentation/Materials: The Consultant shall obtain direction from the County Project Manager prior to beginning work on meeting presentation and materials and shall have the PowerPoint presentation and all meeting materials (including script and displays) in final format ready for review and approval by County staff no later than three (3) weeks prior to the public meeting. Displays shall be exhibits mounted on foam board unless otherwise directed by the County. Exhibits shall be plotted in color or black and white as appropriate and as directed by the County. Exhibits shall include maps on an aerial photography base, traffic data and projections, typical sections, alternative evaluation matrices, detail sketches and other text or graphical information as described elsewhere herein or as directed by the County. The Consultant shall prepare and distribute comment forms (comment forms in Spanish may be required) to meeting participants and other interested parties. An interactive comment form shall be posted on the project website to obtain public feedback from persons who are not able to attend the public meeting. The comment form shall be designed to elicit information from the public relevant to the road improvement being considered. Any and all meeting and public outreach materials that will be presented to the general public must be approved by the Chief Planner of the Transportation Planning Division and County Communications Office.
- Meeting Documentation: The Consultant shall document, interpret and summarize all comments received and questions addressed at the meetings and shall prepare written responses to all questions not adequately addressed at the meetings. Additionally, the Consultant shall document and summarize all comments and questions received from the hardcopy and online comment forms. The Consultant shall provide follow-up information necessary to respond to the public's comments and questions. All comments shall be incorporated in the alternative analysis process, leading to the identification and selection of a Recommended Improvement Concept and shall be incorporated into the Roadway Conceptual Analysis Report. Public meeting minutes and summaries shall be submitted to the County Project Manager within two (2) days of the meeting. Sign-In sheets, public comment card summaries, final meeting minutes/summaries and other meeting documentation shall be submitted to the County Project Manager and staff within five (5) days of the public meeting. Once approved by the County Project Manager, meeting summaries will be posted on the project web site.
- Recommended Improvement Concept Public Meeting – Following completion of the alternative analysis activities and identification of a Recommended Improvement Concept, the Consultant shall prepare for and conduct a Recommended Improvement Concept Public Meeting. The purpose of this meeting is to present the draft Recommended Improvement Concept to the public for review and comment prior to presentation to the LPA and BCC.

## **2.8 Local Planning Agency Public Hearing**

The Consultant shall prepare for, participate in and provide all support necessary (including a PowerPoint presentation, script and handout materials) for the County Project Manager to conduct a Public Hearing with the LPA. The Public Hearing presentations shall reflect the Recommended Improvement Concept. Back up materials and supporting reports shall be provided in an editable digital format acceptable to the County twenty-one (21) days prior to the scheduled LPA Public Hearing. All presentation materials shall be compliant with the Board and County Commission Meeting Presentation Guidelines. The Consultant shall setup displays and other exhibits at least one (1) hour prior to the scheduled LPA Public Hearing for public inspection. The Consultant shall provide the final digital presentation at least two (2) business days prior to the scheduled LPA meeting time.

## **2.9 Board of County Commissioners Public Hearing**

The Consultant shall prepare for, participate in and provide all support necessary (including a PowerPoint presentation, script and handout materials) for the County Project Manager to conduct a Public Hearing with the BCC. The Final Public Hearing presentation shall reflect the Recommended Improvement Concept and any comments received from the LPA and BCC Public Hearing. Back up materials and supporting reports shall be provided in a digital editable format acceptable to the County twenty-one (21) days prior to the scheduled BCC Public Hearing. All presentation materials shall be compliant with the Board and County Commission Meeting Presentation Guidelines. The Consultant shall set up displays and other exhibits at least one (1) hour prior to the scheduled Public Hearing for public inspection. The Consultant shall provide the final digital presentation at least two (2) business days prior to the scheduled BCC meeting time.

## **2.10 Deliverables**

Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by the County:

- Updated Mailing List (provided by County)
- Newsletters (English and Spanish versions)
- Small Group Meeting Material and Minutes (if applicable)
- Webpage Format/Operational Webpage/Webpage CD (provided by County)
- Advertisements & News Releases
- Public Information Meeting Materials
  - Exhibits
  - PowerPoint Presentations
  - Comment Forms
  - Handouts
  - Response/Comment Tabulations
- Public Works Senior Staff Presentation Materials, Minutes and Summary
- Local Planning Agency Work Session Presentation and Summary
- Local Planning Agency Public Hearing Presentation and Summary
- Board of County Commissioners Work Session Presentation and Summary

- Board of County Commissioners Public Hearing Presentation and Summary

### **3.0 Data Collection**

Immediately upon receipt of the notice to proceed, the Consulting Team shall begin collecting the engineering, land use, traffic and crash, transit, drainage, hydraulic, and environmental data necessary to develop and evaluate a reasonable range of alternative improvement concepts as defined in Section 6.0 to meet the existing and future travel demand within the Vineland Avenue Study Area. The Consultant shall utilize information gathered in previous science, engineering, cultural and ecological reports and/or other existing right-of-way documentation.

Prior to the presentation to executive staff, the Consultant shall conduct a field review with County project staff to identify features proposed in the Recommended Concept.

#### **3.1 Aerial Photography / Base Maps**

The Consultant shall prepare color 1"=100' and 1"=50' scale controlled aerial-based raster image maps. These maps shall be used to present the master drainage basins (1"=100'), the alternative improvement concepts (1"=100'), the recommended improvement concept (1"=50'), right-of-way requirements (1"=50') and any other required information.

The Consultant shall prepare color aerial photography on standard 22 x 34 inch sheets with appropriate title blocks, which shall be suitable for public display. Color aerial imaging shall be used to present the overall project concept and the final recommended improvement alternative to the public at the various public meetings. Both shall be provided to the County in digital format on CD or USB flash or portable drive acceptable to the County.

#### **3.2 Existing Roadway Characteristics**

The Consultant shall conduct field investigations to collect all pertinent information on existing roadway characteristics (including structures where applicable) necessary to develop, evaluate and compare the alternative improvement concepts.

All pedestrian infrastructure (i.e., sidewalks, curb ramps, street crossings, etc.) located within the project limits and public rights-of-way shall be evaluated to determine compliance with current Americans with Disabilities Act (ADA) standards. If the subject areas appear to be non-compliant with the current ADA standards, the Consultant shall notify the County Project Manager in writing advising the Public Work's ADA Coordinator or designee of the existing non-compliant features for further review and assessment.

The roadway data shall be compiled, documented and mapped on the aerial photography base maps for public presentations.

#### **3.3 Traffic Data**

The Consultant shall collect the traffic data and develop the traffic factors and design traffic projections listed below:

### **3.3.1 Traffic Counts**

The Consultant shall collect and analyze a combination of 72-hour classification counts (by 15-minute increments). All traffic count locations shall be identified by map in the Design Traffic Engineering Report.

- **72-hour Count Locations and Turning Movement Count Locations (vehicular, pedestrian and bicycle for am and pm, mid-day for school locations)**

#### **72 Hour Count Locations**

- Vineland Avenue between International Drive and Little Lake Bryan Road
- Vineland Avenue between Little Lake Bryan Road and Route 535
- Little Lake Bryan Road east of Vineland Avenue
- International Drive north of Vineland Avenue
- International Drive south of Vineland Avenue
- Route 535 northwest of Vineland Avenue
- Route 535 southeast of Vineland Avenue

#### **Intersection Turning Movement Count Locations (minimum eight [8] hour)**

- Vineland Avenue at International Drive
- Vineland Avenue at Little Lake Bryan Road
- Vineland Avenue at Route 535

The Consultant shall also be prepared to collect turning movement counts at one (1) additional intersection based on the results of this initial data collection effort.

### **3.3.2 Traffic Factors**

Using the data collected through the traffic count program described above, the Consultant shall develop current and future year values for the following traffic factors:

- Peak to Daily Ratio (K) Factor
- Directional Split (D) Factor
- Truck Factor (T)

### **3.3.3 Design Traffic Projections**

Using the latest adopted Orlando Urban Area Transportation Study (OUATS) travel forecasting model and historical data, the Consultant shall prepare opening year, interim year, and design year travel forecasts for the Vineland Avenue study segment for No-Build and Build conditions. The study should also include projections for two (2) additional alternatives for the I-4 eastbound and westbound ramps at Daryl Carter Parkway. This portion of the study will include in-depth analyses for the inclusion and exclusion of this interchange. The Consultant shall be responsible for the review of the sub area model and shall make adjustments as necessary or as directed by the County.

The traffic projections shall be presented as average annual daily traffic (AADT) and directional design hour volumes (DDHV) based on the comparison of model and trends based growth rates. For the purpose of this Study, the following horizon years shall be assumed:

Opening Year	–	2025
Interim Year	–	2035
Design Year	–	2045

The Consultant shall also prepare peak hour turning movement forecasts for each major intersection using the latest FDOT TURNS spreadsheet. Unsignalized intersections shall be evaluated for signal warrant possibility. The Consultant shall perform an intersection LOS analysis, as well as other performance indicators, and provide a recommendation for the preferred method of traffic control (roundabout, two way stop control, all way stop control or signalization) for each of the above listed intersections using the appropriate software as approved by the County. Furthermore, the intersection operational analysis (for both the Build and No-Build concepts) shall establish the minimum required lane geometry (including queue lengths) needed to adequately serve the projected turning movements.

The design traffic shall be used to establish the basic design requirements for the roadway typical section and each intersection.

#### **3.3.4 Crash Data**

The Consultant shall analyze Signal 4 analytic data provided by the County for the most recent five (5) years. Crash diagram summaries shall be provided for each identified high crash area. The crash data collected shall include, at a minimum, the total number of crashes within the Study area and a summary of the crashes by type including crashes involving pedestrians and bicycles which shall be acquired both separately and concurrently with vehicular crash data, location, fatalities, injuries, cause and conditions, and shall be included in the *Design Traffic Technical Memorandum*.

#### **3.3.5 Design Traffic Engineering Report**

The Consultant shall prepare a detailed *Design Traffic Engineering Report* describing the traffic data collection effort, modeling and analysis. The report shall contain tabulations of all data collected, warrant analyses where appropriate, and recommendations as to traffic control methods, turn lane geometry for specific intersections, safety recommendations and an analysis of alternatives. The draft *Design Traffic Engineering Report* shall be submitted for review two weeks prior to scheduling the Recommended Concept Public Meeting. The final *Design Traffic Engineering Report* shall be summarized in and appended to the *Vineland Avenue Roadway Conceptual Analysis Report*.

### **3.4 Utilities**

The Consultant shall identify any existing and proposed utilities, which may influence location and design consideration, including but not limited to the following:

- Overhead: transmission lines, microwave towers, etc.
- Land Surface: utility boxes, valves and shut-offs, potable or irrigation water supply wells, etc.
- Underground: water, gas, sanitary sewer, force mains, power and telephone cables, etc.
- Costs pertinent to the influence

The Consultant shall coordinate with Orange County Utilities to:

1. Make them aware of the project at the conceptual level. (All information provided to each utility shall be documented as noted below.)
2. Obtain information on proposed utility construction and required clearances and easements.
3. Obtain input on utility issues that may not be readily apparent.

The Consultant shall map and document this information in the Utility Section of the *Vineland Avenue Roadway Conceptual Analysis Report*, which shall summarize how the existing utilities shall influence location and design considerations.

### **3.5 Lighting**

The Consultant shall evaluate lighting configuration and power supply location for illuminating both the existing and proposed bridges and shall include recommendations for lighting in the *Vineland Avenue Roadway Conceptual Analysis Report*.

### **3.6 Transportation Plans**

The Consultant shall review and document plans, including the Orange County long-range plans and Trails Master Plan, for all modes of transportation including automobile, truck/freight, transit, bicycle/pedestrian and other non-motorized vehicles and modes. The Consultant shall coordinate with Florida Department of Transportation for current information and recommendations on the Interstate 4 Expansion. The information received from these plans shall be used to identify the conformance of this project to applicable transportation plans and to develop and evaluate the alternative improvement concepts. The Consultant shall document this investigation and its conclusions in the *Vineland Avenue Roadway Conceptual Analysis Report*.

### **3.7 Soil Survey and Geotechnical Data**

The Consultant shall review existing soil maps and available geotechnical information for the study area. Preliminary borings should be conducted along the recommended alignment (20-foot deep approximately every 600 l.f.) to determine seasonal groundwater levels and in areas of each alignment that have a probability of having significant depths of unsuitable materials.

The Consultant shall also perform two (2) soil borings to a depth of 20 feet for each proposed stormwater retention pond site. For this study, it is assumed that up to two (2) locations shall be evaluated as preferred (one [1] primary and one [1] alternative) pond sites.

The results of the geotechnical data collection activities shall be mapped and documented in a Geotechnical Report, which shall be summarized in and appended to the *Vineland Avenue Roadway Conceptual Analysis Report*. This section shall document existing soil, geotechnical



and boring results, included in the Geotechnical Report will be a survey map of the boring locations showing each field boring location, boring identification, state plane coordinates, NAVD 88 elevation, also included a site location map, surveyor's name, license number and date of field location, and shall contain preliminary stormwater/drainage recommendations, including pond siting recommendations, relevant to the project.

### **3.8 Environmental Site Assessment**

The Consultant shall conduct a Contamination Screening Evaluation Report (CSER) including Sanborn Maps, if available, and any data contained on the FDEP websites for the properties affected by each alignment being considered. The Environmental Site Assessment shall be mapped and documented in a CSER report, which shall be summarized in and appended to the *Vineland Avenue Roadway Conceptual Analysis Report*.

### **3.9 Hydrologic and Natural Features**

The Consultant shall review existing information, including, but not limited to, the data and maps of the US Army Corps of Engineers, Florida Natural Areas Inventory, South Florida Water Management District Databases, Florida Department of Environmental Protection, Florida Land Use and Cover Classification Systems, Natural Resources Conservation Service, Orange County Stormwater including Federal Emergency Management Agency basin studies, Florida Fish and Wildlife Conservation Commission Habitat Model Data, US Fish and Wildlife IPaC tool and specific site indicators such as topography, vegetation, soils data, floodplain information, and other field observations to identify significant hydrologic and natural features found within the study area.

The Consultant shall supplement existing literature/resource documents with field reviews of the study area. If the field review identifies the potential presence of a listed feature within the study area, the Consultant shall document and map the location(s) and extent relative to the occurrence within the study area. Information to be documented shall, at a minimum, include the following:

- Wetlands, Uplands or both according to quality and conservation value
- Wildlife Corridors
- Wildlife Crossing Recommendation(s)
- Critical and Strategic Habitat
- Conservation, Refuge and Management Areas
- Mitigation Sites / Conservation Easements
- Water Quality
- Floodplains and Floodways
- Drainage Outfalls
- Recommendations for the Maintenance of Watershed Water Flows and Volumes

Wildlife Corridor shall be defined as a route that permits the direct travel or spread of animals or plants from one area or region to another, either by the gradual spread of a population of a species along the route or by actual movement of animals, seeds, pollen, spores or microbes, as defined in Florida's State Wildlife Action Plan (formerly Comprehensive Wildlife

Conservation Strategy). Critical and Strategic Habitat shall be defined as areas designated or proposed in accordance with the US Fish and Wildlife Endangered Species Act or FWC modeled areas of habitat that have been identified as essential to sustain a minimum viable population for focal terrestrial vertebrate species that were not adequately protected on existing conservation lands, respectively.

The Consultant shall make recommendations as appropriate, to accommodate, wildlife crossing(s) and to preserve wildlife corridors.

The Consultant shall document offsite and bypass drainage features occurring within the study corridor and shall make recommendations to preserve and maintain water flows and volumes within watersheds.

The Consultant shall also evaluate corridor-wide permit-related information on environmental resource permits, dredge and fill permits, water quality permits, or stormwater discharge permits. This activity shall include coordinating with all applicable permitting agencies and identifying all existing permits and their conditions and influence on this Study.

The Consultant shall document in report and map format, in the *Vineland Avenue Roadway Conceptual Analysis Report*, all information that may influence the location and evaluation of alternative improvement concepts.

### **3.10 Threatened and Endangered Species**

The Consultant shall review existing information to determine the potential presence of threatened or endangered plant and animal species within the study area. If the review identifies the potential presence of threatened or endangered plant or animal species, the Consultant shall document and map their locations relative to the findings/recommendations in Section 3.13. The Consultant shall supplement documented information with field reviews of the study area. The Consultant shall document in report and map format, in the *Vineland Avenue Roadway Conceptual Analysis Report*, all information that may influence the location and evaluation of alternative improvement concepts.

### **3.11 - Deliverables**

Work to be completed under this section by the Consultant shall require the following items to be submitted to and accepted by the County:

- Color Aerial Base Map
- Initial Design Traffic Technical Memorandum
- Updated Design Traffic Technical Memorandum
- Design Traffic Engineering Report
- Geotechnical Reports and Maps
- Recommendations for the Maintenance of Watershed Water Flows and Volumes
- Environmental Site Assessment Report
- Wildlife Crossing Recommendation(s)

- Wildlife Corridors and Critical and Strategic Habitat, Management Areas and Mitigation Sites
- Mapping and Documentation of:
  - Existing road characteristics
  - Existing and proposed utilities
  - Hazardous materials areas
  - Hydrologic and Natural Features
  - Wildlife Corridors and Critical and Strategic Habitat
  - Threatened & Endangered Species
  - Utilities

#### **4.0 Right-of-Way Engineering Projects (Right-of-Way Identification Maps)**

##### **4.1 Right-of-Way Mapping**

The Consultant shall prepare a Right-of-Way Identification (I.D.) Map for the entire project area at a scale of 1" = 40' or at a scale approved by the County Project Manager. All survey work shall meet the requirements of Chapter 472, Florida Statutes and Chapter 5J-17 (050, 051, 052), Florida Administrative Code. The Consultant shall analyze each proposed acquisition to identify the appropriate property interest to be acquired (fee simple right-of-way, drainage easement, fill slope easement, temporary construction easement, temporary demolition easement, etc.). The Consultant shall include identification of the right-of-way required for the multiuse trail within this project. The Consultant shall submit 60%, 90% and 100% progress review submittals of the Right-of-Way I.D. Maps in 11 inch x 17 inch format. Electronic copies in PDF format and a disc containing electronic copies in CAD Autodesk – Civil 3D 2015 shall be provided at 100% submittal.

Sufficient control data shall be shown on the final Right-of-Way I.D. Map to allow the Consultant/County to prepare legal descriptions and parcel sketches for individual parcels with no additional field information needed.

The Consultant shall update and modify legal descriptions, parcel sketches and Right-of-Way I.D. Maps as needed until final 100% submittal.

##### **4.2 Parcels**

###### **4.2.1 Review of Title Work**

The Consultant shall review the title work as provided by the County, supplemental surveys and investigations and/or other record information. The size, location, and dimensions of each parent tract, parcel and property interest (easements, leases, etc.) shall be determined by the Consultant from this review. This information shall be shown on the Right-of-Way I.D. Maps/miscellaneous surveys and parcel sketches, as appropriate. Recorded and Unrecorded easements shall be shown to the extent they can be identified and located on the Right-of-Way I.D. Map and parcel sketches.

### **4.3 Right-of-Way Surveys, Alignment and Monumentation**

The Consultant shall have a licensed Professional Surveyor and Mapper conduct field surveys, including a field survey of geotechnical boring locations as described in Section 3.8 Soil Survey and Geotechnical Data, to supplement existing survey data. All survey information shall be recorded in cross section field book that has 10 columns by 10 rows per inch on both pages supplied by the Consultant. The field book remains the property of the County and must be submitted with the Final Right-of-Way I.D. Map/miscellaneous surveys and be signed and sealed. When a data collector is used, the Consultant shall submit a paper copy of the raw data files and coordinate data files bound in a book, together with the electronic copy on a disc. All Right-of-Way computations shall be documented in a Right-of-Way Computation Book, which shall be submitted to the County Project Manager with the Survey Field Notes, State Plane Coordinate file, adjusted bench run (if required) and Final Right-of-Way I.D. Maps/miscellaneous surveys.

The Consultant shall have a licensed Professional Surveyor and Mapper monument the center line of construction/survey at stations that are not more than 600 feet apart and at all P.C.'s, P.T.'s, side street intersections and changes in direction including the limits of the property required for the proposed multiuse trail. Stationing shall be shown on the Right-of-Way I. D. Maps at all changes of direction, property lines, points of curvature and proposed parcel takes. Similar monumentation and markings shall be provided at all side streets to 150 feet beyond the limits of the topographic survey or at other locations as approved by the County Project Manager. The centerline of construction/survey shall be referenced to permanent monumentation (Section Corners, subdivision corners, roadway monumentation) located outside the limits of construction at the beginning and end of project, all P.C.'s and P.T.'s, all changes in direction, and intermediate points such that referenced points are spaced not more than 600 feet apart. Horizontal control, as stated above shall be tied to the Florida State Plane Coordinate System, North American Datum of 1983/1990 Adjustment East Zone and shall be shown on the final Right-of-Way I.D. Maps/miscellaneous surveys. Map Dimensions shall be shown in U.S. feet.

### **4.4 Deliverables**

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

- Right-of-Way I.D. Maps (60%, 90%, 100%)/miscellaneous surveys in PDF format and three (3) hardcopy paper sets with each submittal – signed and sealed at 100%.
- Right-of-Way Survey Field Books. In original format signed and sealed.
- Right-of-Way Computation Book (Raw Data Files, Coordinate data files, benchmarks, etc.) In original format signed and sealed.
- Title Work for Parcels where parcel takes are involved. In PDF format. Depict all encumbrances (if any) found in Title Work on Right-of-Way I.D. Maps, Sketches and Surveys.
- Electronic PDF and CAD format on disc at project completion of all final set(s).

## 5.0 Corridor Analysis and Project Need Documentation

Following completion of the data collection and evaluation activities, the Consultant shall perform a corridor analysis for the study area. This analysis shall determine the characteristics within the study area and potential corridors therein that could influence the development of alternative alignments and improvement concepts.

The Corridor Analysis activities shall identify the improvement need, the existing and projected travel demand, the current and projected land use development patterns and the presence of any environmental, hydrologic and natural sensitive area(s) within the corridor.

The Consultant shall document the Corridor Analysis activities in the PDS Report. The draft memorandum shall be submitted within thirty (30) days prior to the Recommended Improvement Concept Meeting to allow the County's review comments to be incorporated into the development of the alternatives and analysis.

The *Corridor Analysis Memorandum* shall contain, at a minimum, the following information in the body of the memorandum (including maps as appropriate):

### Characteristics of the Study Area

- Existing Road Characteristics
- Crash Data - Safety
- School and Public Transportation
- Existing and Proposed Utilities – Associated Costs
- Existing Transportation and Long Range Plans
- Geotechnical Data
- Areas of Potential Contamination
- Wildlife Corridors
- Critical and Strategic Habitat
- Threatened and Endangered Species

### Corridor Analysis

- Project Need
- Existing and proposed travel demand
- Improvement Opportunities, Alternatives and Constraints
- Summary of Public Involvement

#### **5.1 Deliverables**

Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by the County:

- Corridor Analysis Memorandum

## **6.0 Improvement Alternatives Development and Analysis**

The Consultant shall perform the following tasks to develop, analyze and compare alternative improvement concepts within the Vineland Avenue corridor and in consideration of the ROW widths. All alternatives shall consider and demonstrate the capacity to comply with ADA standards. The Consultant shall document in the *Vineland Avenue PDS Report* any design criteria utilized in the analysis process for roadway and drainage improvement concepts.

### **6.1 Alternative Typical Sections**

Based on the draft Design Traffic Report and Corridor Analysis Memorandum, drainage considerations, transit and multimodal needs and other available information, the Consultant shall develop typical sections. The Consultant shall then evaluate the typical sections using criteria that shall include but not be limited to access management, safety, right-of-way requirements, offsite and bypass drainage systems and traffic volumes. The analysis shall be documented in the *Vineland Avenue PDS Report* and submitted to the County with a recommendation of a viable typical section.

### **6.2 Access Management Determination**

The Consultant shall review the current Florida Department of Transportation State Highway System Access Management classifications and define an access management concept for the County that may be applicable to this project.

The Consultant shall update the concept throughout the Study and document the evaluation and recommendation of the alternative access management concepts in the *Vineland Avenue Roadway Conceptual Analysis Report*.

### **6.3 Develop Alternative Alignment Improvement Concepts**

The Consultant shall develop up to three alignment improvement concepts which utilize the existing Vineland Avenue right-of-way to the greatest extent possible. The improvement concepts shall be prepared on the aerial base maps.

The proposed right-of-way requirements shall be shown on each Improvement Alternative Concept display.

### **6.4 Analyze Alternative Improvement Concepts**

The Consultant shall analyze the benefits and impacts associated with the Alternative Alignment Improvement Concept as well as the No-Build Concept. The results of the analysis of the Alternative Improvement Concepts shall be documented in the *Vineland Avenue PDS Report*. The analysis to be performed for each alternative shall specifically include safety, cost, conformance to long range plans, good engineering practices and environmental considerations, some of which are more particularly described below:

- Cost Analysis – The Consultant shall develop engineering design and construction cost estimates for each alternative. The Consultant shall provide the County with a Right-of-Way Impacts Estimation Package. This package shall include a tabulation

of potential acquisition parcels and areas (in square feet) for each Alternative Alignment Improvement Concept. In addition, easement areas (in square feet) shall also be provided for each of the alternatives. The location of each parcel shall be shown on an aerial map. Right-of-way cost estimates shall be provided for each alternative by the County and shall include property values and damages. The cost estimates shall be based on the information in the Right-of-Way Impacts Estimation Package and shall reflect the costs for the year of expenditure. The County will provide the Consultant with escalation/de-escalation factors and production phase schedules for converting present day values to year of expenditure values.

- Conceptual Drainage Analysis – The Consultant shall perform a preliminary drainage analysis of each alternative to determine the potential outfall locations and preliminary sizes (volume and area) of required detention and/or retention facilities for stormwater treatment or attenuation. The drainage analysis shall include identification of the facilities required to serve the proposed widening. This analysis shall also address off-site and bypass systems within each viable alternative corridor including the sizing of closed systems. Pond locations shall be evaluated for up to eight (8) pond sites (four [4] primary and four [4] alternative sites). Pond site evaluations shall require coordination with the property owner to determine the owner’s preferred location within the property. The evaluation shall also consider permitability, avoidance of wetland and floodplain impacts, outfall availability, hydraulics and County standards with regards to the pond slopes and configuration. A matrix shall be developed to compare the cost of each alternative pond site, including property cost and construction cost for the pond, conveyance system and outfall. The findings shall be documented in a Pond Siting Report that shall be appended to the *Vineland Avenue Roadway Conceptual Analysis Report*. The Consultant shall provide a digital copy of associated Interconnected Channel and Pond Routing (ICPR) model output files to the County.
- Community (social-economic) Impact Analysis – The Consultant shall estimate the number of residences, businesses, neighborhoods, and community facilities impacted by each alternative, including socio-economic data sufficient to determine potential impacts to disadvantaged populations. The right-of-way cost estimate prepared by the County shall reflect the cost of these impacts and the number of each type of impact. The Consultant shall prepare aerial photography with proposed right-of-way lines for each alternative. The approximate square footage of each potential acquisition shall be provided to the County.
- Wetland and/or Upland Impacts – The Consultant shall estimate the acres of wetlands and/or equivalent uplands impacted by each alternative and identify potential mitigation strategies, including costs.
- Flood Plain Impacts – The Consultant shall estimate the extent of flood plain encroachment of each alternative improvement concept and identify potential floodplain compensation alternatives and costs.

- Critical and Strategic Habitat Impact - The Consultant shall quantify/qualify the potential impacts to US Endangered Species Act critical habitats and FWC identified strategic habitat associated with each alternative, and shall identify potential alignment alternatives and/or mitigation strategies and costs.
- Wildlife Corridor Impact - The Consultant shall quantify/qualify the potential impacts to wildlife corridors associated with each alternative and shall identify potential mitigation strategies and costs. The Consultant shall coordinate with regulatory agencies to identify engineered controls and other means of preserving wildlife corridors.
- Threatened & Endangered Species Impacts – The Consultant shall quantify/qualify the potential impacts to threatened and endangered plant and animal species and their habitats associated with each alternative and shall identify potential mitigation strategies and costs. The Consultant shall coordinate with regulatory agencies to identify permissibility of impacts of the recommended alignment to Threatened and Endangered Species.
- Contaminated Sites Impacted – The Consultant shall identify the location of any contaminated or potentially contaminated sites, known extent of contaminated soil, groundwater and/or surface water and the location of pollutant storage tanks or other regulated materials storage areas or vessels in each alternative and shall recommend whether a Phase II Environmental Site Assessment is necessary.
- Geotechnical Analysis – The Consultant shall evaluate the suitability of the soil underlying each alternative for roadway and pond construction.

### **6.5 Alternatives Comparison Matrix**

The Consultant shall prepare and submit to the County Project manager and staff an Alternatives Evaluation and Comparison Matrix. The Consultant shall prepare an evaluation matrix to document and compare the results of the evaluation tasks. This matrix shall be used to clearly identify the most viable improvement concept. It shall be prepared in a manner suitable for presentation to the public. The draft matrix shall be provided at least thirty (30) days in advance of the Kick-Off Alternatives Information Public Meeting to allow the County's review comments to be incorporated into the matrix prior to the Recommended Improvement Concept Public Meeting.

### **6.6 Deliverables**

Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by the County:

- No Build Alternative – Cost Savings
- Alternative Typical Section – Safety Considerations
- Access Management and Concept



- Alternative Alignment Improvement Concepts and Maps, to include:
  - Right-of-Way Impacts Estimation Package
  - Anticipated Easements Estimation Package
  - Cost Analysis
  - Conformance to Transportation Plans Analysis
  - Conceptual Drainage Analysis and Pond Siting Report
  - Community Impact Analysis
  - Wetlands and/or Upland Impact Analysis
  - Floodplain Impact of Alternatives
  - Critical and Strategic Habitats Impact Analysis
  - Wildlife Corridor Impact Analysis
  - Threatened and Endangered Species Impact of Analysis
  - Contaminated Sites Analysis
  - Geotech Analysis
  - Draft and Final Alternatives Comparison Matrix
- Digital Copy of ICPR Output Files

## **7.0 Recommended Alternative Improvement Evaluation**

Following completion of the alternative analysis and Alternatives Information Public Meeting, the Consultant, in association with the County, shall prepare the final recommended improvement concept to be evaluated at a more detailed level.

The Consultant shall refine the final Recommended Alternative Improvement concept to finalize the major elements of the project. These refinements shall include estimating the final recommended right-of-way limits, pond locations, cost and other major features needed to advance the project to the subsequent design phase. The evaluation matrix shall be updated to reflect the impacts of the final recommended improvement concept. Impacts that are not quantifiable shall be documented in the *Vineland Avenue Roadway Conceptual Analysis Report*.

### **7.1 Roadway Conceptual Analysis Report**

One primary document entitled the *Vineland Avenue Roadway Conceptual Analysis Report* shall be prepared. This document shall record all public involvement activities, alternatives developed, analysis efforts, and the final recommendation. A report outline shall be submitted to the County Project Manager for review and approval prior to initiating documentation. It shall contain summaries and recommendations pertaining to the recommended alternative and potential impacts associated with it. The Consultant shall prepare the draft *Vineland Avenue Roadway Conceptual Analysis Report* documenting all activities leading to and including all comments received from the public to that point and the selection of the recommended improvement concept. The draft report shall be prepared two (2) months prior the Recommended Improvement Concept Public Meeting to allow the County's review comments to be incorporated into the draft document which shall be available for review at that meeting.

The *Vineland Avenue Roadway Conceptual Analysis Report* shall be amended, if necessary, in accordance with the results of the Recommended Improvement Concept Public Meeting and

subsequent LPA Work Session and Public Hearing. Five (5) paper and twenty (20) digital copies of the draft report shall be submitted to the County Project Manager sixteen (16) days prior to the LPA Work Session, LPA Public Hearing, BCC Work Session and BCC Public Hearing respectively. To the maximum extent possible, all draft documents shall be updated by modifying and inserting adjusted pages into the previously submitted documents. Digital copies shall be delivered on CD or USB flash or portable drive acceptable to the County and may be similarly updated for each submittal.

Following the LPA and BCC Public Hearings and final action by the BCC, the Consultant shall finalize the *Vineland Avenue Roadway Conceptual Analysis Report* by formally documenting BCC action and the public involvement process, including all comments received up to and during the LPA and BCC Public Hearings.

Technical memoranda shall be prepared throughout the course of the study to document interim decision on the traffic forecasts and the initial corridor analysis processes. These technical memoranda shall be formally summarized in the body of the report and incorporated in their entirety into the *Vineland Avenue Roadway Conceptual Analysis Report* as appendices two weeks prior to the Recommended Concept Public Meetings.

The *Roadway Conceptual Analysis Report* shall, at a minimum, contain the following information in the body of the report (including maps as appropriate):

- Public Involvement
- Existing Conditions
- Project Need
- Utilities
- Conformance with Transportation and Long Range Plans
- Community Needs and Preferences
- Geotechnical Considerations
- Utilities Analysis
- Environmental Site Assessment Issues
- Hydrologic and Natural Features
- Critical and Strategic Habitat
- Wildlife Corridors
- Threatened and Endangered Species
- Corridor Analysis
- Typical Section
- Alternative Alignment Improvement Concepts
- No Build Concepts
- Access Management
- Alternative Drainage and Pond Concepts
- Analysis and Comparison of Alternatives (Including Costs and Impacts)
- Recommended Alternative Improvement Concept and Map
- Right-of-Way Identification Map

- Cost Estimates
- Design and Construction Schedules

In addition, the *Roadway Conceptual Analysis Report* shall include the following as appendices or as separate volumes of the report:

- Public Involvement Report
- Geotechnical Report
- Design Traffic Engineering Report
- Environmental Site Assessment Report
- Hydrologic and Natural Features Report
- Threatened and Endangered Species Report
- Pond Siting Report

The Consultant shall prepare an Executive Summary that contains a synopsis of the *Roadway Conceptual Analysis Report*. The draft Executive Summary and subsequent revisions including the final summary shall be no more than 75 pages. The Executive Summary shall contain sufficient text, illustrations, tables and maps to adequately convey the results of the study to appointed and elected officials and the public and shall function as a standalone document.

## **7.2 Cost Estimates and Final Design Schedule**

The Consultant shall submit an estimated schedule and estimated costs for the final design and construction of the recommended alignment. This schedule shall utilize the Orange County Standard Roadway Project Schedule format on MS Project provided by the County. The schedule and estimated cost shall be included in the draft, updated and final copies of the *Vineland Avenue Roadway Conceptual Analysis Report*.

## **7.3 Final Recommended Improvement Concept Map**

The Consultant shall prepare a Recommended Improvement Concept Map that shall graphically depict the location of the roadway and appurtenances, their alignment and the proposed improvements three (3) weeks prior to the Recommended Concept Public Meeting. The map shall be prepared in a strip-map format at a scale of 1" = 50'. The Recommended Improvement Concept Map shall show the location of median openings (identified as to full or directional), signalization, lane configurations, pedestrian/bicycle facilities, transit facilities, potential pond/mitigation/flood plain compensation sites, wildlife corridors, critical and strategic habitat, utility strips, privacy walls and any other project elements identified for inclusion in the final design of the roadway. If deviations from the proposed typical sections are proposed in specific areas (such as reductions in lane widths, modification to border areas, etc.), they shall be clearly identified on the Recommended Improvement Concept Map. A draft version of the Recommended Improvement Concept Map shall be prepared by the Consultant two (2) months prior to the Recommended Improvement Concept Public Meeting to allow for review by the County and incorporation of any review comments prior to the Public Meeting. The Recommended Improvement Concept Map shall be updated and submitted to the County Project Manager eighteen (18) days prior to the LPA Public Hearing, if necessary, to reflect adjustments arising from the Recommended Concept Public Meeting and the LPA Work

Session respectively. The Recommended Improvement Concept Map shall be updated and submitted to the County Project Manager eighteen (18) days prior to the BCC Public Hearings to reflect any adjustments arising from LPA Public Hearing, if necessary.

The Consultant shall submit a Final Recommended Improvement Concept Map with the Final *Roadway Concept Analysis Report*. The final map shall include modifications to the draft map as necessary to reflect the Board's action at the Public Hearing.

The draft and final submittals of the *Roadway Conceptual Analysis Report* with Executive Summary shall include final Recommended Improvement Concept Maps formatted onto 11 inch X 17 inch sheets at a scale of 1" = 100'.

#### **7.4 Deliverables**

Work to be completed under this section by the Consultant shall require the following items to be submitted to and accepted by the County:

- Draft, updated drafts and final Executive Summary
- Draft, updated drafts, and final Roadway Conceptual Analysis Report (including 11" X 17" maps)
- Draft, updated drafts, and final Executive Summary (including 11" X 17" maps)
- Recommended Improvement Concept Map, drafts and final
- Final Design Cost Estimate and Schedule
- Construction Cost Estimate and Schedule

#### **8.0 Project Schedule**

The Consultant shall submit all required deliverables and provide specified services within 360 calendar days from the date of the written Notice to Proceed from the County.

**TABLE OF DELIVERABLES**

**Technical Memoranda, Reports, Maps and Graphics**

<i>Public Involvement Plan Technical Memorandum</i>	<i>2/1 Copies</i>
<i>Color Aerial Base Map – Hard Copy /Digital</i>	<i>2/1 Copies</i>
<i>Geotechnical Report</i>	<i>4/1 Copies</i>
<i>Geotechnical Maps</i>	<i>0/1 Copy</i>
<i>Environmental Site Assessment Report</i>	<i>5/1 Copies</i>
<i>Design Traffic Technical Memorandum</i>	<i>5/1 Copies</i>
<i>Design Traffic Engineering Report</i>	<i>5/1 Copies</i>
<i>Existing Road Characteristics Map(s)</i>	<i>0/1 Copy</i>
<i>Existing and Proposed Utilities Map(s)</i>	<i>0/1 Copy</i>
<i>Hazardous Materials Areas Map(s)</i>	<i>2/1 Copies</i>
<i>Land Use, Zoning and Development Plans Map(s)</i>	<i>0/1 Copy</i>
<i>Demographic data Map(s)</i>	<i>0/1 Copy</i>
<i>Hydrologic and Natural Features Report</i>	<i>5/1 Copies</i>
<i>Hydrologic and Natural Features Map(s)</i>	<i>0/1 Copy</i>
<i>Critical and Strategic Habitats Map(s)</i>	<i>0/1 Copy</i>
<i>Wildlife Corridor Map(s)</i>	<i>0/1 Copy</i>
<i>Threatened and Endangered Species Report</i>	<i>5/1 Copies</i>
<i>Threatened &amp; Endangered Species Map(s)</i>	<i>0/1 Copy</i>
<i>Pond Siting Report</i>	<i>5/1 Copies</i>
<i>Corridor Analysis Technical Memorandum</i>	<i>5/1 Copies</i>
<i>Alternative Typical Sections</i>	
<i>Draft sets</i>	<i>1/Iteration</i>
<i>Final set</i>	<i>1/1 Copy</i>
<i>Access Management Maps</i>	
<i>Draft Concept sets</i>	<i>1/Iteration</i>
<i>Final set</i>	<i>2/1 Copies</i>
<i>Alternative Alignment Maps</i>	
<i>Draft sets</i>	<i>1/Iteration</i>
<i>Final set</i>	<i>2/1 Copies</i>
<b><u>Right-of-Way Cost Estimation Package</u></b>	<b><i>3 Copies</i></b>
<i>Alternative Improvement Concepts Analysis</i>	
<i>Cost Analysis of Alternatives</i>	
<i>Draft</i>	<i>2/Iteration</i>
<i>Final</i>	<i>2/1 Copies</i>
<i>Conceptual Drainage Analysis of Alternatives</i>	<i>2/1 Copies</i>
<i>ICPR Output Files</i>	<i>2/1 Copies</i>
<i>Community Impact Analysis of Alternatives</i>	<i>2/1 Copies</i>

<i>Existing Conditions 18" X 22" (3) Locations</i>	<i>1/1 Copy/Site</i>
<i>Wetlands Impact Analysis of Alternatives</i>	<i>0/1 Copy</i>
<i>Uplands Impact Analysis of Alternatives (If Applicable)</i>	<i>0/1 Copy</i>
<i>Floodplain Impact of Alternatives</i>	<i>0/1 Copy</i>
<i>Threatened and Endangered Species Impact Analysis of Alternatives</i>	<i>0/1 Copy</i>
<i>Contaminated Sites Alternatives Analysis</i>	<i>0/1 Copy</i>
<i>Geotech Alternatives Analysis</i>	<i>0/1 Copy</i>
<i>Alternatives Comparison Matrix</i>	
<i>Draft</i>	<i>2/1 Iteration</i>
<i>Final</i>	<i>2/1 Copies</i>

**Public Involvement**

<i>Mailing List updates</i>	<i>Ongoing</i>
<i>Newsletters (5 issues) Draft</i>	<i>5English/1Spanish</i>
<i>Newsletters (5 issues) Final</i>	<i>110% + 25 + 10%</i>
<i>English/Spanish) Copies/Issue</i>	
<i>Advertisements – News Releases – Draft/Final</i>	<i>4/4</i>
<i>Public Meeting Exhibits</i>	<i>as Required</i>
<i>Public Meeting PowerPoint (2 presentation files)</i>	
<i>Draft – Hard Copy/Digital</i>	<i>4/1 per Iteration</i>
<i>Final – Hard Copy/Digital</i>	<i>4/1 per Meeting</i>
<i>Public / Community Meeting</i>	
<i>Comment Form 2 meetings) – Draft English-Spanish/Final</i>	<i>4/1/25 Copies</i>
<i>Public / Community Meeting</i>	
<i>Handout (2 meetings) – Draft English-Spanish/Final</i>	<i>4/1/25 per Meeting</i>
<i>Response/Comment Tabulations (2 meetings)</i>	<i>4 Copies/Meeting</i>
<i>Senior Staff Presentation</i>	<i>1/1</i>
<i>LPA Public Hearing Power Point</i>	
<i>Draft – Hard Copy/Digital</i>	<i>4/1</i>
<i>Final – Hard Copy/Digital</i>	<i>4/1</i>
<i>BCC Public Hearing Power Point</i>	
<i>Draft – Hard Copy/Digital</i>	<i>4/1</i>
<i>Final – Hard Copy/Digital</i>	<i>4/1</i>

**Roadway Conceptual Analysis Report**

<i>Draft Report prior to the Recommended Concept Public Meeting</i>	<i>5/1 Copies (Rev. Set)</i>
<i>Updated Draft Report prior to LPA Public Hearing</i>	<i>5 Copies (Rev. Set)</i>
<i>Updated Draft Report prior to BCC Public Hearing</i>	<i>5 Copies (Rev. Set)</i>
<i>Final Report following BCC Public Hearing</i>	<i>5/10 Copies/Digital</i>

**Recommended Improvement Concept Map**

<b><i>Recommended Concept Public Meeting</i></b>	
<i>Review Set – Hard Copy</i>	<i>1/Iteration</i>
<i>Meeting Set – Hard Copy</i>	<i>2/1 Copies</i>
<b><i>LPA Public Hearing</i></b>	
<i>Review Set – Hard Copy</i>	<i>1/Iteration</i>
<i>Meeting Set – Hard Copy</i>	<i>1/1 Copy</i>
<b><i>BCC Public Hearing</i></b>	
<i>Review Set – Hard Copy</i>	<i>1/Iteration</i>
<i>Meeting Set – Hard Copy</i>	<i>2/1 Copies</i>
<i>Final – Hard Copy/Digital</i>	<i>1/1 Copy</i>

**Roadway Conceptual Analysis Report Executive Summary**

<b><i>Draft Summary prior to the Recommended Concept Public Meeting</i></b>	<i>12/1 Copies</i> <i>(Rev. Set)</i>
<b><i>Updated Draft Summary prior to LPA Public Hearing</i></b>	<i>12 Copies (Rev. Set)</i>
<b><i>Updated Draft Summary prior to BCC Public Hearing</i></b>	<i>12 Copies (Rev. Set)</i>
<b><i>Final Summary following BCC Public Hearing</i></b>	<i>12/12Copies/Digital</i>

<b><i>Recommended Improvement Concept Map</i></b>	
<b><i>Recommended Concept Public Meeting</i></b>	
<i>Review Set – Hard Copy</i>	<i>1/Iteration</i>
<i>Meeting Set – Hard Copy</i>	<i>2/1 Copies</i>
<b><i>LPA Public Hearing</i></b>	
<i>Review Set – Hard Copy</i>	<i>1/Iteration</i>
<i>Meeting Set – Hard Copy</i>	<i>1/1 Copy</i>
<b><i>BCC Public Hearing</i></b>	
<i>Review Set – Hard Copy</i>	<i>1/Iteration</i>
<i>Meeting Set – Hard Copy</i>	<i>2/1 Copies</i>
<i>Final – Hard Copy/Digital</i>	<i>1/1 Copy</i>

**Cost Estimates and Project Schedules**

<b><i>RCA Project Schedule (Initial) – Hard Copy/Digital File</i></b>	<i>3/1 Copies</i>
<b><i>RCA Project Schedule (Monthly) – Hard Copy/Digital File</i></b>	<i>3/1 Copies/Month</i>
<b><i>Final Design Cost Estimate – Hard Copy</i></b>	<i>3 Copies</i>
<b><i>Construction Cost Estimate – Hard Copy</i></b>	<i>3 Copies</i>
<b><i>Final Design Project Schedule – Hard Copy/Digital File</i></b>	<i>3/1 Copies</i>
<b><i>Construction Project Schedule – Hard Copy/Digital File</i></b>	<i>3/1 Copies</i>

**Field Notes and Field Data**

<b><i>Orange County Field and Computation Books – Original</i></b>	<i>1/1 Copy</i>
<b><i>Raw Field Data – Hard Copy</i></b>	<i>3/1 Copies</i>
<b><i>Raw Field Data – Digital File</i></b>	<i>1/1 Copy</i>

**Preliminary Right-of-Way ID Maps (Black and White Aerial Base)**

<i>60% Submittal – Paper, Full and Half Sized</i>	<i>3/3 Copies</i>
<i>90% Submittal – Paper, Full and Half Sized</i>	<i>3/3 Copies</i>
<i>100% Submittal – Paper, Full and Half Sized</i>	<i>3/3 Copies</i>

**Final Right-of-Way ID Maps (Black and White Aerial Base)**

<i>Hard Copy – Paper, Full Sized (Signed and Sealed)</i>	<i>3/1 Copies</i>
<i>Hard Copy – Paper, Laminated Covers, Half Size (S &amp; S)</i>	<i>4/1 Copies</i>
<i>Digital Files – CAD Autodesk – Civil 3D 2018</i>	<i>1/1 Copy</i>



**EXHIBIT "B" – PROPOSAL  
 ORANGE COUNTY PUBLIC WORKS DEPARTMENT  
 ROADWAY CONCEPTUAL ANALYSIS ACTIVITY AND FEE SUMMARY**

**Project Name:**

**Project Date:**

**Date:**

Act #	ACTIVITY	Project Mgr.		Project Engr.		Engineer		CADD Tech.		Clerical		Man-Hours by Activity	Salary Cost by Activity	Avg. Hourly Rate
		Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man Hours	Hourly Rate			
1	Administration	16	190		115	24	75		120		100	40	4,840	121
2	Public Involvement	40	190	60	115		75		120		100	100	14,500	145
3	Data Collection	2	190		115		75	20	120		100	22	2,780	126
4	Surveying and Mapping		190		115		75		120		100			
5	Corridor Analysis		190		115		75		120		100			
6	Improvement Alternatives	32	190	48	115	80	75	80	120		100	240	27,200	113
7	Recommended Improvement Evaluation	24	190	24	115	80	75	100	120		100	228	25,320	111
<b>TOTAL MAN-HOURS AND COST</b>														

**TOTAL COST BY ACTIVITY**

1	Administration	<u>\$4,840</u>
2	Public Involvement	<u>\$14,500</u>
3	Data Collection	<u>\$2,780</u>
4	Surveying and Mapping	<u>\$---</u>
5	Corridor Analysis	<u>\$---</u>
6	Improvement Alternatives	<u>\$27,200</u>
7	Recommended Improvement Eval.	<u>\$25,320</u>

**TOTAL CONTRACT FEE** \$74,640

**Total Contract Fee Computations**

Total Salary Cost	<u>\$74,640</u>
Overhead (___%)	<u>\$</u>
Subtotal	<u>\$</u>
Operating Margin (___%)	<u>\$</u>
Subtotal	<u>\$</u>
Direct Expenses	<u>\$26,600</u>
<b>Total Prime Consultant</b>	<u>\$101,240</u>

Modica Fee	<u>\$20,625</u>
Southeastern Fee	<u>\$26,456</u>
TMC Fee	<u>\$47,160</u>
Terracon Fee	<u>\$5,500</u>

**TOTAL CONTRACT FEE** \$200,981

**EXHIBIT "B" – PROPOSAL  
 ORANGE COUNTY PUBLIC WORKS DEPARTMENT  
 ROADWAY CONCEPTUAL ANALYSIS ACTIVITY AND FEE SUMMARY**

Sheet 1

Vineland Avenue From Marriott Springhill Suites To Mary Queen of the Universe

Project Number: 6712008 Consultant: Harris Civil Engineers Date: 6/6/19

ACTIVITY	PAY ITEM	HCE	Modica	Survey	TMC	Terracon	ITEM TOTAL	ACT. TOTAL
1.0 Administration	Project Status Meetings/Minutes	\$3,940	\$4,560	---	---	---	\$8,500	\$9,400
	RCA Project Schedule	\$900	---	---	---	---	\$900	
2.0 Public Involvement	Coordination Meetings	\$6,500	\$3,420	---	---	---	\$9,920	\$20,920
	Small Group Meetings	\$1,950	---	---	---	---	\$1,950	
	Updated Mailing List	\$460	---	---	---	---	\$460	
	Newsletters	\$1,880	---	---	---	---	\$1,880	
	Advertisements – News Releases	\$840	---	---	---	---	\$840	
	Public Information Meetings	\$1,950	---	---	\$3,000	---	\$4,950	
	LPA Public Hearing PowerPoint Presentation	\$460	---	---	---	---	\$460	
	BCC Public Hearing PowerPoint Presentation	\$460	---	---	---	---	\$460	
3.0 Data Collection	Color Aerial Base Map	\$1,680	---	---	---	---	\$1,680	\$21,395
	Design Traffic Engineering Report	---	---	---	\$10,860	---	\$10,860	
	Geotechnical Reports and Maps	---	---	---	---	\$5,500	\$5,500	
	Environmental Site Assessment Report	---	\$2,255	---	---	---	\$2,255	
	Maps	\$1,100	---	---	---	---	\$1,100	
4.0 Surveying and Mapping	Field Survey	---	---	\$15,000	---	---	\$15,000	\$26,456
	Right-of-Way Identification Maps	---	---	\$7,000	---	---	\$7,000	
	Field Books and Field Data	---	---	---	---	---	---	
	Title Work	---	---	\$4,456	---	---	\$4,456	
5.0 Corridor Anal. & Project Need Doc.	Corridor Analysis Technical Memorandum	---	---	---	\$33,300	---	\$33,300	\$33,300

**EXHIBIT "B" – PROPOSAL**  
**ORANGE COUNTY PUBLIC WORKS DEPARTMENT**  
**ROADWAY CONCEPTUAL ANALYSIS ACTIVITY AND FEE SUMMARY**

Sheet 2

ACTIVITY	PAY ITEM	HCE	Modica	Survey	TMC	Terracon	ITEM TOTAL	ACT. TOTAL
6.0 Improvement Alternatives Development Analysis	Typical Sections Report	\$5,790	---	---	---	---	\$5,790	\$36,200
	Access Management, Evaluation and Classification	---	---	---	---	---	---	
	Alternative Alignment Maps	\$14,450	---	---	---	---	\$14,450	
	Right-of-Way Cost Estimation Package	---	---	---	---	---	---	
	Cost Analysis of Alternatives	---	---	---	---	---	---	
	Concept. Drain. Anal. of Alternatives & Pond Siting Rep. and Digital ICPR Output Files	\$9,300	---	---	---	---	\$9,300	
	Draft & Final Alternatives Comparison Matrix	---	---	---	---	---	---	
	Community Impact Analysis of alternatives including Land Uses, Zoning and Development, Transportation Plan and Community Needs and Preferences Analysis.	---	---	---	---	---	---	
	Wetland/Upland Impact Analysis of Alternatives	---	\$2,380	---	---	---	\$2,380	
	Threatened & Endangered Species/Critical and Strategic Habitat/ Wildlife Corridors Impact Anal. of Alt's	---	\$2,380	---	---	---	\$2,380	
	Hydrologic and Natural Features	---	\$1,900	---	---	---	\$1,900	
	Geotech Alternatives Analysis	---	---	---	---	---	---	
	Draft & Final Alternatives Comparison Matrix	---	---	---	---	---	---	
	7.0 Recommended Improvement Evaluation	Draft Roadway Conceptual Analysis Report	---	---	---	---	---	
Updated Draft Roadway Conceptual Anal. Report		---	---	---	---	---	---	
Final Roadway Conceptual Analysis Report		---	\$3,230	---	---	---	\$3,230	
Draft Executive Summary		\$2,290	---	---	---	---	\$2,290	
Updated Draft Executive Summary		\$1,550	---	---	---	---	\$1,550	
Final Executive Summary		\$1,550	---	---	---	---	\$1,550	
Recommended Improvement Concept Map Drafts		\$3,500	---	---	---	---	\$3,500	
Final Recommended Improvement Concept Map		\$2,630	---	---	---	---	\$2,630	
Final Design Cost Estimate and Schedule		\$6,380	---	---	---	---	\$6,380	
Construction Cost Estimate and Schedule	\$5,080	---	---	---	---	\$5,080		
Miscellaneous	Reimbursables	\$26,600	\$500	---	---	---	\$27,100	\$27,100
<b>TOTAL</b>		<b>\$101,240</b>	<b>\$20,625</b>	<b>\$26,456</b>	<b>\$47,160</b>	<b>\$5,500</b>	<b>\$200,981</b>	<b>\$200,981</b>

Page 51 of 92  
Steven L. Anderson, Jr., PSM, PLS  
Charles M. Arnett, PSM  
Michael D. Brown, PSM  
Eric E. Cain, PSM  
John K. Carr, PSM  
Michael L. Dougherty, PSM  
James M. Dunn, II, PSM  
Thomas F. Ferguson, PSM  
Ronnie A. Figueroa, PSM, GISP  
Tate B. Flowers, PSM, PLS  
Robert W. Gardner, PSM  
Brian R. Garvey, PE, GISP  
Daniel J. Henry, PSM, PLS  
Ryan E. Johnson, PSM  
Gary B. Krick, PSM  
Brad J. Lashley, PSM, PLS



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William C. Rowe, PSM  
Tony G. Syfrett, PSM, PLS  
Thomas P. Young, Jr., PSM, GISP  
Kirk R. Hall, EI, GISP  
Brad A. Stroppel, EI, GISP  
Brian E. Latchaw, GISP  
Patrick J. Phillips, GISP  
Donna L. Hendrix, CST IV  
Mark W. Klaers, CST IV  
David M. Rentfrow, CST IV  
Steve D. Smith, CST IV

Land Surveying & Mapping Services • Sub-Surface Utility Designation & Location Services • Geographic Information Systems • GPS Asset Inventories

November 09, 2018

VIA EMAIL: [timothym@harriscivilengineers.com](mailto:timothym@harriscivilengineers.com)

Mr. Timothy V. McCormick, P.E.  
Project Engineer  
Harris Civil Engineers, LLC  
1200 East Hillcrest Street, Suite 200  
Orlando, FL 32803

**RE: Vineland Avenue RCA  
Section 22, Township 24 South, Range 28 East, Orange County, Florida**

Dear Mr. McCormick,

We are pleased to submit our proposal for additional Surveying Services on the above referenced project.

**SCOPE OF WORK:**

Provide Surveying Services in accordance with Chapter 5J-17 F.A.C. to include the following:

**1. Right-of-Way Mapping**

Prepare a Right-of-Way Identification (I.D.) Map for the entire project area at a scale of 1" = 40' or at a scale approved by the County Project Manager. All survey work will meet the requirements of Chapter 472, Florida Statutes and Chapter 5J-17 (050, 051, 052), Florida Administrative Code. Southeastern Surveying and Mapping Corporation (SSMC) will analyze each proposed acquisition to identify the appropriate property interest to be acquired (fee simple right-of-way, drainage easement, fill slope easement, temporary construction easement, temporary demolition easement, etc.). SSMC will include identification of the right-of-way required for the multiuse trail within this project. SSMC will submit 60%, 90% and 100% progress review submittals of the Right-of-Way I.D. Maps in 11 inch x 17 inch format. Electronic copies in PDF format and a disc containing electronic copies in CAD Autodesk – Civil 3D 2015 will be provided at 100% submittal. Sufficient control data will be shown on the final Right-of-Way I.D. Map to allow SSMC to prepare legal descriptions and parcel sketches for individual parcels with no additional field information needed. SSMC will update and modify legal descriptions, parcel sketches and Right-of-Way I.D. Maps as needed until final 100% submittal.

6500 All American Blvd Orlando, FL 32810 407.292.8580 407.292.0141 Fax	1130 Highway 90 Chipley, FL 32428 850.638.0790 850.638.8069 Fax	Lakeside Executive Center 8641 Baypine Road Suite 5 Jacksonville, FL 32256 904.737.5990 904.737.5995 Fax	119 West Main Street Tavares, FL 32778 352.343.4880 352.343.4914 Fax	10 East Lake Street Kissimmee, FL 34744 407.944.4880 407.944.0424 Fax	University Corporate Park 10770 North 46th Street Suite C-300 Tampa, FL 33617 813.898.2711 813.898.2712 Fax	410 Honeysuckle Road Dothan, AL 36305 334.648.0288
---	--	---	---	--	--	--

Page 2

Mr. Timothy V. McCormick, P.E.  
Vineland Avenue RCA  
November 09, 2018

## 2. Parcels

### Review of Title Work

SSMC will review the title work as provided by the County, supplemental surveys and investigations and/or other record information. The size, location, and dimensions of each parent tract, parcel and property interest (easements, leases, etc.) will be determined by SSMC from this review. This information will be shown on the Right-of-Way I.D. Maps/miscellaneous surveys and parcel sketches, as appropriate. Recorded and Unrecorded easements will be shown to the extent they can be identified and located on the Right-of-Way I.D. Map and parcel sketches.

## 3. Right-of-Way Surveys, Alignment and Monumentation

SSMC will have a licensed Professional Surveyor and Mapper conduct field surveys, including a field survey of geotechnical boring locations to supplement existing survey data. All survey information will be recorded in cross-section field book that has 10 columns by 10 rows per inch on both pages supplied by SSMC. The field book remains the property of the County and will be submitted with the Final Right-of-Way I.D. Map/miscellaneous surveys and be signed and sealed. When a data collector is used, SSMC will submit a paper copy of the raw data files and coordinate data files bound in a book, together with the electronic copy on a disc. All Right-of-Way computations will be documented in a Right-of-Way Computation Book, which will be submitted to the County Project Manager with the Survey Field Notes, State Plane Coordinate file, adjusted bench run (if required) and Final Right-of-Way I.D. Maps/miscellaneous surveys.

SSMC will have a licensed Professional Surveyor and Mapper monument the centerline of construction/survey at stations that are not more than 600 feet apart and at all P.C.'s, P.T.'s, side street intersections and changes in direction including the limits of the property required for the proposed multiuse trail. Stationing will be shown on the Right-of-Way I.D. Maps at all changes of direction, property lines, points of curvature and proposed parcel takes. Similar monumentation and markings will be provided at all side streets to 150 feet beyond the limits of the topographic survey or at other locations as approved by the County Project Manager. The centerline of construction/survey will be referenced to permanent monumentation (Section Corners, subdivision corners, roadway monumentation) located outside the limits of construction at the beginning and end of project, all P.C.'s and P.T.'s, all changes in direction, and intermediate points such that referenced points are spaced not more than 600 feet apart. Horizontal control, as stated above will be tied to the Florida State Plane Coordinate System, North American Datum of 1983/1990 Adjustment East Zone and will be shown on the final Right-of-Way I.D. Maps/miscellaneous surveys. Map Dimensions will be shown in U.S. feet.

## Deliverables

- Right-of-Way I.D. Maps (60%, 90%, 100%)/miscellaneous surveys in PDF format and three (3) hardcopy paper sets with each submittal – signed and sealed at 100%.
- Right-of-Way Survey Field Books. In original format signed and sealed.
- Right-of-Way Computation Book (Raw Data Files, Coordinate data files, benchmarks, etc.) In original format signed and sealed.
- Title Work for Parcels where parcel takes are involved. In PDF format. SSMC will depict all encumbrances (if any) found in Title Work on Right-of-Way I.D. Maps, Sketches and Surveys.
- Electronic PDF and CAD format on disc at project completion of all final set(s).

Page 3  
Mr. Timothy V. McCormick, P.E.  
Vineland Avenue RCA  
November 09, 2018

Our fee for the above referenced will be **Twenty Six Thousand Four Hundred Fifty Six Dollars (\$26,456.00)**.

**The fee estimate for the proposed scope of services is valid for six (6) months from the date of proposal.**

We anticipate completion of the above described work to be consistent with your schedule after receipt of a written notice to proceed.

Payment is expected within thirty (30) days from date of invoice.

**Notice to Owner**

- For all construction related projects a Notice to Owner will be filed.

We look forward to the opportunity to work with you on this project.

Sincerely,



James L. Petersen, PSM  
Vice President/Project Manager

JLP:gac

Page 4  
Mr. Timothy V. McCormick, P.E.  
Vineland Avenue RCA  
November 09, 2018

If the above scope, period of service and method of compensation meets with your approval, please execute below and email/fax to Southeastern Surveying and Mapping Corporation (SSMC) as notice to proceed along with the notice of commencement.

If your firm prefers using you own standard PROFESSIONAL SERVICES AGREEMENT in lieu of this proposal letter, this document MUST BE furnished to SSMC, negotiated, and executed prior to the commencement of any service.

**Send all Agreements to:**

**Orlando Corporate Office**  
**6500 All American Boulevard**  
**Orlando, FL 32810.**  
Fax: 407-292-0141  
Email: [info@southeasternsurveying.com](mailto:info@southeasternsurveying.com)

Your firm agrees that by (1) signing and returning this Proposal, or (2) partial or complete performance under this Proposal and SSMC has not received, negotiated and/or executed a PROFESSIONAL SERVICES AGREEMENT, then it is agreed that THE TERMS AND CONDITIONS IN THIS PROPOSAL SHALL GOVERN THE SERVICES RENDERED.

Furthermore, if requested, your firm acknowledges that by accepting this Proposal, SSMC will provide your firm with an insurance certificate that (1) contains the project name and (2) lists your firm as the certificate holder.

**The person executing this document must indicate that he/she is a Principal and/or Corporate Officer.**

**If the signatory is not a Principal and/or Corporate Officer, a Letter of Authorization on company letterhead signed by a Principal and/or Corporate Officer, MUST be provided that specifically states that signatory has the authority to bind the parties by entering into this agreement.**

**ACCEPTED BY:**

\_\_\_\_\_  
Principal / or Corporate Officer      TITLE      Printed Name      Date



Via Email: [courtneyb@harriscivilengineers.com](mailto:courtneyb@harriscivilengineers.com)

April 17, 2018

Ms. Courtney Bodor, EI  
Harris Civil Engineers, LLC  
1200 E. Hillcrest St., Suite 200  
Orlando, FL 32803

**Re: Vineland Avenue Improvements – Orange County, Florida  
Proposal for Ecological Services for the  
Roadway Conceptual Analysis (RCA)**



ENVIRONMENTAL  
PLANNING  
DESIGN &  
PERMITTING

Dear Courtney:

Attached is a proposal to conduct relevant environmental tasks for the Vineland Avenue Roadway Conceptual Analysis (RCA) for Orange County. This roadway improvement project is proposed between the Marriott Springhill Suites hotel to Queen Mary of the Universe church.

Tasks to be conducted under this contract have been extracted directly from the Scope of Services provided by you as obtained from Orange County.

Please contact me directly if you have any questions regarding the attached proposal. Modica & Associates appreciates the opportunity to provide you with our services.

Sincerely,

A handwritten signature in cursive script, appearing to read "Elaine A. Imbruglia".

Elaine A. Imbruglia



**VINELAND AVENUE ROADWAY CONCEPTUAL ANALYSIS  
PROPOSAL FOR ECOLOGICAL SERVICES  
ORANGE COUNTY, FLORIDA  
October 29, 2018**

## **SCOPE OF SERVICES**

The following Scope of Services is provided to conduct relevant environmental tasks for the Vineland Avenue Roadway Conceptual Analysis (RCA) for Orange County. This roadway improvement project is proposed between the Marriott Springhill Suites hotel to Queen Mary of the Universe church.

Tasks to be conducted under this Scope of Services have been extracted directly from the Scope of Services provided by Harris Civil Engineers, LLC as obtained from Orange County.

### **1.0 Administration**

#### **1.1 Project Status Meetings**

The Consultant's Project Manager and appropriate members of the Consulting team shall attend periodic meetings (up to 12) with the Orange County Project Manager and staff to discuss project progress and status, upcoming events and action items. The purpose of these meetings is to maintain clear communication between the County and the Consultant team. For the purposes of this study and scope, the Project Team shall be defined as the County project Manager/Team and the Consulting Team. The Consultant shall prepare and distribute meeting minutes following each of these meetings (draft within 3 days, final within 5 days of the meeting). The project schedule shall reflect these meetings.

**COST: 4 hours/meeting X 12 meetings = 48 hours X \$95.00 = \$4,560.00**

### **2.0 Public Involvement**

The public involvement element of this project is a primary component distinguishing this project from a roadway design project. The purpose of the public involvement element is to get the community involved in the project development and decision-making process so the County can develop a project that not only meets the transportation needs of the area, but is also supported by the community it is intended to serve. Therefore, the Consultant shall conduct the following public involvement activities throughout the project.

#### **2.1 Coordination Meetings**

Modica & Associates shall coordinate and conduct initial meetings/telephone calls and up to ten (10) follow-up meetings/telephone calls with the following local and state organizations (except those agencies contacted during the design) to inform them of the project and solicit their input:

- United States Fish & Wildlife Service (USFWS)
- Army Corps of Engineers. (ACOE)
- Florida Fish & Wildlife Conservation Commission (FWCC)
- Orange County Environmental Protection Department (EPD)

**COST:** Initial meeting/telephone call:  
4 hours/agency X 4 agencies = 16 hours X \$95.00 = \$1,520.00  
Follow-up meetings/telephone calls:  
0.5 hour/call X 10 calls X 4 agencies = 20 hours X \$95.00 = \$1,900.00

**Hourly @ \$95.00, not to exceed \$3,420.00**

### **3.8 Environmental Site Assessment**

The Consultant shall conduct a Contamination Screening Evaluation Report (CSER) including Sanborn Maps, if available, and any data contained on the FDEP websites for the properties affected by each alignment being considered. The Environmental Site Assessment shall be mapped and documented in a CSER report, which shall be summarized in and appended to the *Vineland Avenue Roadway Conceptual Analysis Report*.

This assessment will not be conducted in strict adherence to the current ASTM standard (ASTM 1527-05) practice or the All Appropriate Inquiry (AAI) rule, as it is our understanding that a less comprehensive level of investigation will suffice for preliminary purposes. The following efforts will be undertaken during the CSER, in an effort to identify potential contamination sources and/or evidence of past or present releases of hazardous substances or petroleum products onto properties located within the project corridor:

- Site inspection including visual observation of the project area and any structure(s) located thereon (to the extent not obstructed by bodies of water, adjacent buildings, or other obstacles), as well as visual inspection of adjoining properties from the property line, public rights-of-way, or other reasonably accessible vantage point.
- Review of environmental records, as provided by Environmental Data Resources (EDR) in the form of a Radius Report. Additional environmental records may be obtained from the Florida Department of Environmental Protection (FDEP) online OCULUS database and/or reasonably ascertainable local or state agencies, as deemed necessary.
- Review of historic aerial imagery, in an effort to identify past uses of properties located within the project footprint.

**Cost: 18 hours X \$95.00 = \$1,710.00**

**Radius Report \$545.00\***

*\*Final cost of this report depends upon length of roadway; cost may change.*

### 3.9 Hydrologic and Natural Features

Modica & Associates will review existing information, including, but not limited to, the data and maps of the US Army Corps of Engineers, Florida Natural Areas Inventory, South Florida Water Management District Databases, Florida Department of Environmental Protection, Florida Land Use and Cover Classification Systems, Natural Resources Conservation Service, Orange County Stormwater including Federal Emergency Management Agency basin studies, Florida Fish and Wildlife Conservation Commission Habitat Model Data, US Fish and Wildlife IPaC tool and specific site indicators such as topography, vegetation, soils data, floodplain information, and other field observations to identify significant hydrologic and natural features found within the study area.

Modica & Associates shall supplement existing literature/resource documents with field reviews of the study area. If the field review identifies the potential presence of a listed feature within the study area, Modica & Associates shall document and map the location(s) and extent relative to the occurrence within the study area. Information to be documented shall, at a minimum, include the following:

- Wetlands, Uplands or both according to quality and conservation value
- Wildlife Corridors
- Wildlife Crossing Recommendation(s)
- Critical and Strategic Habitat
- Conservation, Refuge and Management Areas
- Mitigation Sites/Conservation Easements
- Water Quality
- Floodplains and Floodways
- Drainage Outfalls
- Recommendations for the Maintenance of Watershed Water Flows and Volumes

**COST:            20 hours X \$95.00 = \$1,900.00**

### 3.10 Threatened and Endangered Species

Modica & Associates shall review existing information to determine the potential presence of threatened or endangered plant and animal species within the study area. If the review identifies the potential presence of threatened or endangered plant or animal species, Modica & Associates shall document and map their locations relative to the findings/recommendations in Section 3.13. Modica & Associates shall supplement documented information with field reviews of the study area. Modica & Associates shall document in report and map format, in the Vineland Avenue Roadway Conceptual Analysis report, all information that may influence the location and evaluation of alternative improvement concepts.

**COST: 16 hours X \$95.00 = \$1,520.00**

### **3.11 Deliverables**

Work to be completed under this section by Modica & Associates shall require the following items to be submitted to Harris Civil Engineers, LLC for submittal to and acceptance by the County:

- Wildlife Crossing Recommendation(s)
- Wildlife Corridors and Critical and Strategic Habitat, Management Areas and Mitigation Sites.
- Mapping and Documentation of:
  - Hydrologic and Natural Features
  - Wildlife Corridors and Critical and Strategic Habitat
  - Threatened & Endangered Species

**COST: 18 hours X \$95.00 = \$1,720.00**

### **6.4 Analyze Alternative Improvement Concepts**

Modica & Associates shall assist Harris Civil Engineers, LLC with the analysis of the benefits and impacts associated with the Alternative Alignment Improvement Concept as well as the No-Build Concept. The element to be reviewed and considered by Modica & Associates is limited to the items described below:

- Wetland and/or Upland Impacts
- Critical and Strategic Habitat Impact
- Wildlife Corridor Impact
- Threatened & Endangered Species Impacts

**COST: 8 hours X \$95.00 = \$760.00**

### **6.6 Deliverables**

Work to be completed under this section by Modica & Associates shall require the following items to be delivered to Harris Civil Engineers, LLC for submittal to and acceptance by the County:

- Alternative Alignment Improvement Concepts and Maps, to include:
  - Wetlands and/or Upland Impact Analysis
  - Critical and Strategic Habitats Impact Analysis
  - Wildlife Corridor Impact Analysis
  - Threatened and Endangered Species Impact Analysis

**COST: 8 hours X \$95.00 = \$760.00**

### **7.1 Roadway Conceptual Analysis Report**

Modica & Associates will prepare all or portions of the following information to be included in the primary document entitled the *Vineland Avenue Roadway Conceptual Analysis Report*. This information will be prepared in cooperation with Harris Civil Engineers, LLC; information prepared by Modica & Associates will supplement information prepared by Harris Civil Engineers, LLC.

- Relevant information from Public Involvement
- Existing Conditions
- Hydrologic and Natural Features
- Critical and Strategic Habitat
- Wildlife Corridors
- Threatened and Endangered Species

In addition, the *Roadway Conceptual Analysis Report* shall include the following as appendices or as separate volumes of the report:

- Hydrologic and Natural Features Report
- Threatened and Endangered Species Report

**COST: 34 hours X \$95.00 = \$3,230.00**

### **Reimbursable Expenses**

Mileage will be billed at \$0.55/mile or the mileage rate approved by the IRS at the time of work. Reimbursable expenses including overnight or courier delivery services, out of office reproductions, tolls, etc. will be billed to the Client at cost.

**COST: \$500.00**

**TOTAL COST: \$20,625.00**

### **ADDITIONAL SERVICES**

Any tasks not detailed in the above Scope of Services can be added at the request of the Client and will be considered Additional Services. Such tasks may include, but are not limited to: Environmental Resource Permitting, wetland delineation, wetland impact permitting, response to Requests for Additional Information (RAI's), dredge and fill permitting, species-specific wildlife surveys, wildlife permitting, meetings, mitigation design work, mitigation monitoring, etc.

**VINELAND AVENUE ROADWAY CONCEPTUAL ANALYSIS  
PROPOSAL FOR ECOLOGICAL SERVICES  
ORANGE COUNTY, FLORIDA  
October 29, 2018**

**BILLING**

Any work not described in the Scope of Services will only be undertaken after being approved by the Client. Any work performed and billed on this project which remains unpaid after 60 days from initial billing shall be charged 1.5% interest per month. Any balance remaining unpaid after 90 days from the date of the initial billing shall be deemed in default with reasonable collection and attorney's fees due and payable.

**AUTHORIZATION TO PROCEED**

Accepted by:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Person to  
receive billing:

Billing address:

Billing phone:

Billing fax:

E-Mail Address:

Date authorized  
to begin work:



October 19, 2018

**Client**

Mr. Timothy V McCormick, PE  
Harris Civil Engineers LLC  
1200 E Hillcrest Street, Suite 200  
Orlando, FL 32803

Email: [timothym@harriscivilengineers.com](mailto:timothym@harriscivilengineers.com)

**Re: Vineland Avenue Widening RCA**  
Traffic Engineering Services  
Orange County, Florida  
Proposal № 2011-18 - Revised

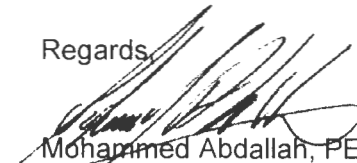
Dear Mr. McCormick,

We are pleased to submit this proposal for professional engineering services for the Vineland Avenue Widening RCA located in Orange County, Florida.

The following tasks are based on the information and Scope of Services provided.

If you are in agreement with this proposal, please execute and return one copy as our Notice to Proceed. We thank you for this opportunity and we look forward to working with you.

Regards,



Mohammed Abdallah, PE, PTOE  
Principal, MGR  
[mna@trafficmobility.com](mailto:mna@trafficmobility.com)

Incl:  
Exhibit A – Rate Sheet  
Exhibit B – General Terms and Conditions

\_\_\_\_\_  
Client Initials

Mr. Timothy V McCormick, PE  
Vineland Avenue Widening RCA  
Proposal № P2011-18R  
October 19, 2018  
Page 2 of 5

## I. Scope of Work

### 3.3 Traffic Data

Collect traffic data and develop the traffic factors and design traffic projections listed below:

#### 3.3.1 Traffic Counts

Collect and analyze a combination of 72-hour classification counts, in 15-minute increments. All traffic count locations shall be identified by map in the Design Traffic Engineering Report.

- **72-hour Count Locations and Turning Movement Count Locations (vehicular, pedestrian and bicycle for am and pm, mid-day for school locations)**

#### 72 our Count Locations

- Vineland Avenue between International Drive and Little Lake Bryan Road
- Vineland Avenue between Little Lake Bryan Road and Route 535
- Little Lake Bryan Road east of Vineland Avenue
- International Drive north of Vineland Avenue
- International Drive south of Vineland Avenue
- Route 535 northwest of Vineland Avenue
- Route 535 southeast of Vineland Avenue

#### Intersection Turning Movement Count Locations (minimum eight [8] hour)

- Vineland Avenue at International Drive
- Vineland Avenue at Little Lake Bryan Road
- Vineland Avenue at Route 535
- One (1) additional intersection based on results of initial data collection effort

#### 3.3.2 Traffic Factors

Using the data collected through the traffic count program described above, the Consultant shall develop current and future year values for the following traffic factors:

- Peak to Daily Ratio (K) Factor
- Directional Split (D) Factor
- Truck Factor (T)



Mr. Timothy V McCormick, PE  
Vineland Avenue Widening RCA  
Proposal No P2011-18R  
October 19, 2018  
Page 3 of 5

### 3.3.3 Design Traffic Projections

Using the latest adopted Orlando Urban Area Transportation Study (OUATS) travel forecasting model and historical data, the Consultant shall prepare opening year, interim year, and design year travel forecasts for the **Vineland Avenue** study segment for No-Build and Build conditions. The Consultant shall be responsible for the review of the sub area model and shall make adjustments as necessary or as directed by the County.

The traffic projections shall be presented as average annual daily traffic (AADT) and directional design hour volumes (DDHV) based on the comparison of model and trends based growth rates. For the purpose of this Study, the following horizon years shall be assumed:

Opening Year –	2025
Interim Year –	2035
Design Year –	2045

The Consultant shall also prepare peak hour turning movement forecasts for each major intersection using the latest FDOT TURNS spreadsheet. Unsignalized intersections shall be evaluated for signal warrant possibility. The Consultant shall perform an intersection LOS analysis, as well as other performance indicators, and provide a recommendation for the preferred method of traffic control (roundabout, two way stop control, all way stop control or signalization) for each of the above listed intersections using the appropriate software as approved by the County. Furthermore, the intersection operational analysis (for both the Build and No-Build concepts) shall establish the minimum required lane geometry (including queue lengths) needed to adequately serve the projected turning movements.

The design traffic shall be used to establish the basic design requirements for the roadway typical section and each intersection.

### 3.3.4 Crash Data

The Consultant shall analyze Signal 4 analytic data provided by the County for the most recent five (5) years. Crash diagram summaries shall be provided for each identified high crash area. The crash data collected shall include, at a minimum, the total number of crashes within the Study area and a summary of the crashes by type including crashes involving pedestrians and bicycles which shall be acquired both separately and concurrently with vehicular crash data, location, fatalities, injuries, cause and conditions, and shall be included in the *Design Traffic Technical Memorandum*.

Mr. Timothy V McCormick, PE  
Vineland Avenue Widening RCA  
Proposal № P2011-18R  
October 19, 2018  
Page 4 of 5

### **3.3.5 Design Traffic Technical Memorandum (Was Not Included with Design)**

The Consultant shall prepare a detailed *Design Traffic Engineering Report* describing the traffic data collection effort, modeling and analysis. The report shall contain tabulations of all data collected, warrant analyses where appropriate, and recommendations as to traffic control methods, turn lane geometry for specific intersections, safety recommendations and an analysis of alternatives. The draft *Design Traffic Engineering Report* shall be submitted for review two weeks prior to scheduling the Recommended Concept Public Meeting. The final *Design Traffic Engineering Report* shall be summarized in and appended to the **Vineland Avenue Roadway Conceptual Analysis Report**.

#### **Deliverables**

Work to be completed under this section by the Consultant shall require the following items to be submitted to and accepted by the County:

- Initial Design Traffic Technical Memorandum
- Updated Design Traffic Technical Memorandum
- Design Traffic Engineering Report

#### **Pay Items**

Work to be completed under this section shall be paid for under the following pay items:

**Design Traffic Technical Memorandum:**

40 Hrs Senior Engineer @ \$150/hr = \$6,000.00

80 Hrs Engineer @ \$110/hr = \$8,800.00

80 Hrs Traffic Analyst @ \$90/hr = \$7,200.00

Total: \$22,000.00

**Design Traffic Engineering Report:**

16 Hrs Senior Engineer @ \$150/hr = \$2,400.00

24 Hrs Engineer @ \$110/hr = \$2,640.00

16 Hrs Traffic Analyst @ \$90/hr = \$1,440.00

Total: \$6,480.00

**Meetings & Hearings:**

20.0 Hrs Senior Engineer @ \$150/hr = \$3,000.00

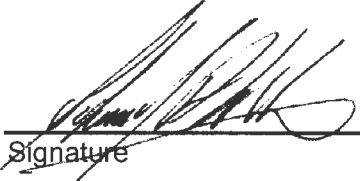
Total: \$3,000.00

Mr. Timothy V McCormick, PE  
Vineland Avenue Widening RCA  
Proposal No P2011-18R  
October 19, 2018  
Page 5 of 5

## II. Fees

The Client will be invoiced periodically as work is conducted. All invoices are due within sixty (60) days of receipt. Reimbursable costs and authorized work outside the scope will be billed on a time and materials basis in accordance with the attached rate schedule (Exhibit A). The fees do not include application, review, permit or other fees required by public agencies.

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_____	Traffic & Mobility Consultants LLC
Company	
_____	
Signature	Signature
_____	Mohammed N. Abdallah, PE, PTOE
Printed Name	
_____	Principal, MGR
Title	
_____	October 19, 2018
Date	



**EXHIBIT A  
 RATE SCHEDULE**

<u>Category</u>	<u>Rate / Hour</u>
Expert Witness.....	\$ 400.00
Principal.....	\$ 195.00
Senior Engineer .....	\$ 150.00
Engineer .....	\$ 110.00
Traffic Analyst.....	\$ 90.00
Technician .....	\$ 70.00
Administrative .....	\$ 55.00

**DATA COLLECTION**

If data collection in addition to that included in the Scope of Work is necessary to complete the analysis, the additional cost of typical data collection will be as follows:

2-hour manual intersection volume count.....	\$ 300.00
24-hour mechanical traffic volume count.....	\$ 350.00

If specialized data collection is necessary, specific fees will be developed in accordance with additional project needs.

**REIMBURSABLE COSTS**

All reimbursable costs including travel and subsistence, postage and delivery, will be billed at cost. Standard rates for in-house costs are as follows: the current standard mileage IRS tax rate per mile and \$0.15 per copy.

(12/2016)

\_\_\_\_\_  
 Client Initials



## EXHIBIT B GENERAL TERMS AND CONDITIONS

*The following terms and conditions are an integral part of the Agreement. The purchaser of the services to be rendered is hereinafter called the "Client" and the supplier of the services, Traffic & Mobility Consultants, LLC is hereinafter called "CONSULTANT".*

1. **Invoices & Compensation:** Invoices for the services rendered on the project described herein shall be prepared and mailed to the Client monthly for services rendered to date, and shall be due and payable upon receipt. Client shall make prompt payments in response to CONSULTANT's invoices. Payment shall be considered PAST DUE if not paid within (30) days after the invoice date. If Client fails to make timely payment due CONSULTANT for services and expenses, CONSULTANT may, after giving seven (7) days written notice to Client, suspend services under this agreement until paid in full for amounts due for services and expenses. CONSULTANT shall not be liable for actual or consequential damages for its failure to provide professional services nor any other damages which are caused by circumstances beyond its control or by the termination of services due to Client's failure to pay in a timely manner. In addition to all other amounts which may be due hereunder, CONSULTANT shall be entitled to all costs of collection due, including attorney's fees and court costs.
2. **Termination of Services:** This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay CONSULTANT for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.
3. **Drawings and Specifications:** All documents including Drawings and Specifications prepared by CONSULTANT pursuant to this agreement are instruments of CONSULTANT's professional service, and CONSULTANT shall retain ownership and property interest therein, including all copyrights. They are not intended or represented to be suitable for reuse by Client or others. Any reuses without written verification or adaptation by CONSULTANT for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to CONSULTANT; and Client shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom.
4. **Expenses:** In addition to the fees outlined in the Agreement, CONSULTANT may invoice the Client for charges and expenses incurred in relation to the services provided herein. Direct reimbursement may be invoiced for postage, courier, long distance telephone and other incidental expenses as may be incurred in direct relation to the project as outlined in Exhibit A. The Client shall be responsible for all permit application fees related to the project. Any fees paid by CONSULTANT on behalf of the Client will be invoiced for direct reimbursement.
5. **Engineer's Estimate of Costs:** Since CONSULTANT has no control over the costs of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, our Engineer's Estimate of Costs provided for herein are to be made on the basis of our experience and qualifications and represent our best judgment as experienced and qualified professional engineers, familiar with the construction industry; but CONSULTANT cannot and does not guarantee that proposals, bids or actual Projects or Construction Cost will not vary from Estimate of Costs prepared by CONSULTANT. If prior to the Bidding or Negotiating Phase, Client wishes greater assistance as to Project or Construction Cost, Client shall employ an independent cost estimator. Engineering services to modify the Contract Documents to bring the Construction Cost within any limitation established by Client will be considered Additional Services and paid for as such by Client.
6. **Venue:** Both parties hereby agree that the venue of this Agreement, without prior notice, will lie in Orange County, Florida.
7. **Indemnification:** Client and CONSULTANT each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and CONSULTANT, they shall be borne by each party in proportion to its negligence.

Client Initials

- 8. Risk Allocations:** In recognition of the relative risks, rewards and benefits of the project to both the Client and CONSULTANT, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, CONSULTANT's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of fees earned by CONSULTANT for services rendered for the project. Such causes include but are not limited to CONSULTANT's negligence, errors, omissions, strict liability, and breach of contract or breach of warranty.
- 9. Governmental Review and Approval:** While all work will be accomplished to the highest caliber to meet permit design criteria, the engineering process requires interpretation of governmental regulations which may, from time to time, differ from the reviewing entity or be subject to change based on ordinance or rule modification during the review process. CONSULTANT cannot guarantee the action or timeliness of government officials and agencies during the project review and approval process.
- 10. Property Ownership:** If the Client is not the owner of the subject project property, Client, by execution of this agreement, acknowledges notification of the property Owner of services to be rendered under this agreement. Client, if acting as agent to Property Owner in application for governmental approvals to be obtained under this agreement, will be required to provide written authorization from Property Owner for such actions and in some cases, Property Owner's signature will be required on Application forms. Client shall provide CONSULTANT with property ownership information. CONSULTANT may provide direct notification to the Property Owner of services rendered or to be rendered. If during the course of this Agreement, there is a transfer of property ownership, CONSULTANT shall be notified immediately and provided with the updated information. Client acknowledges and agrees that the services to be performed by CONSULTANT pursuant hereto may render the project property subject to lien for professional services pursuant to Florida Statutes.
- 11. Additional Services:** Additional services, which may be provided pursuant to the Agreement, are considered part of the original Agreement and bound the General Terms and Conditions outlined herein.
- 12.** Client binds itself and its partners, successors, administrators and assigns to all covenants, agreements and obligations of this Agreement and the terms and conditions thereof.
- 13. Construction Phase Services:** If this Agreement provides for any construction phase services by CONSULTANT, it is understood that the Client's contractor, not CONSULTANT, is responsible for the construction of the project, and that CONSULTANT is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by Client's contractor.
- 14. Dispute Resolution:** Client and CONSULTANT agree that they shall first submit and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.
- 15. Force Majeure:** Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any clause beyond its reasonable control and without its negligence.
- 16. Standard of Care:** The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the skill and care used by members of CONSULTANT's profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.
- 17. Hazardous Environmental Conditions:** It is acknowledged by both parties that CONSULTANT's scope of services does not include any services related to the presence at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that CONSULTANT is performing professional services for Client and CONSULTANT is not and shall not be required to become an "arranger", "operator" or "transporter" of hazardous substances.



May 13, 2019

**Client**

Mr. Abdul Alkadry, PE  
Harris Civil Engineers LLC  
1200 E Hillcrest Street, Suite 200  
Orlando, FL 32803

Email: [abdula@harriscivilengineers.com](mailto:abdula@harriscivilengineers.com)

**Re: Vineland Avenue Widening RCA**  
Proposal № 2011-18R, Addendum No. 1  
Orange County, Florida  
Project № 19029

Dear Mr. Alkadry,

We are pleased to submit this addendum for additional professional engineering services in for the Vineland Avenue Widening RCA located in Orange County, Florida. This addendum becomes a part of the original TMC Contract No 2011-18R dated October 19, 2018.

The fees for the additional Scope of Work are:

Design Traffic Technical Memorandum .....	\$ 6,560.00
Design Traffic Engineering Report .....	\$ 2,800.00

If you are in agreement with this addendum, please execute and return one copy as our Notice to Proceed.

Regards,

A handwritten signature in black ink, appearing to read 'Mohammed Abdallah', is written over a horizontal line.

Mohammed Abdallah, PE, PTOE  
[mna@trafficmobility.com](mailto:mna@trafficmobility.com)

Mr. Abdul Alkadry  
Vineland Avenue Widening RCA  
Proposal № P2011-18R, Add No 1  
Project № 19029  
May 13, 2019  
Page 2 of 3

## I. Additional Scope of Work

### 3.3 Traffic Data

Develop and analyze the traffic factors and design traffic projections for two (2) additional alternatives for the I-4 eastbound and westbound ramps at Darryl Carter Parkway.

#### 3.3.3 Design Traffic Projections

Using the latest adopted Orlando Urban Area Transportation Study (OUATS) travel forecasting model and historical data, the Consultant shall prepare opening year, interim year, and design year travel forecasts for the **Vineland Avenue** study segment for No-Build and Build conditions. The Consultant shall be responsible for the review of the sub area model and shall make adjustments as necessary or as directed by the County.

The traffic projections shall be presented as average annual daily traffic (AADT) and directional design hour volumes (DDHV) based on the comparison of model and trends based growth rates. For the purpose of this Study, the following horizon years shall be assumed:

Opening Year –	2025
Interim Year –	2035
Design Year –	2045

The design traffic shall be used to establish the basic design requirements for the roadway typical section and each intersection.

#### 3.3.5 Design Traffic Technical Memorandum (Was Not Included with Design)

The Consultant shall prepare a detailed *Design Traffic Engineering Report* describing the traffic data collection effort, modeling and analysis. The report shall contain tabulations of all data collected, warrant analyses where appropriate, and recommendations as to traffic control methods, turn lane geometry for specific intersections, safety recommendations and an analysis of alternatives. The draft *Design Traffic Engineering Report* shall be submitted for review two weeks prior to scheduling the Recommended Concept Public Meeting. The final *Design Traffic Engineering Report* shall be summarized in and appended to the **Vineland Avenue Roadway Conceptual Analysis Report**.



**Deliverables**

Work to be completed under this section by the Consultant shall require the following items to be submitted to and accepted by the County:

- Initial Design Traffic Technical Memorandum
- Updated Design Traffic Technical Memorandum
- Design Traffic Engineering Report

**Pay Items**

Work to be completed under this section shall be paid for under the following pay items:

**Design Traffic Technical Memorandum:**

8 Hrs Senior Engineer @ \$150/hr = \$1,200.00  
16 Hrs Engineer @ \$110/hr = \$1,760.00  
40 Hrs Traffic Analyst @ \$90/hr = \$3,600.00  
Total: \$6,560.00

**Design Traffic Engineering Report:**

8 Hrs Senior Engineer @ \$150/hr = \$1,200.00  
8 Hrs Engineer @ \$110/hr = \$880.00  
8 Hrs Traffic Analyst @ \$90/hr = \$720.00  
Total: \$2,800.00

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Company

Traffic & Mobility Consultants LLC

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Signature



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Signature

---

Printed Name

Mohammed N. Abdallah, PE, PTOE

---

Title

Principal, MGR

---

Date

May 13, 2019



June 18, 2019

**Client**

Mr. Abdul Alkadry, PE  
Harris Civil Engineers LLC  
1200 E Hillcrest Street, Suite 200  
Orlando, FL 32803

Email: [abdula@harriscivilengineers.com](mailto:abdula@harriscivilengineers.com)

**Re: Vineland Avenue Widening RCA**  
Proposal № 2011-18R, Addendum No. 2  
Orange County, Florida  
Project № 19029

Dear Mr. Alkadry,

We are pleased to submit this addendum for additional professional engineering services in for the Vineland Avenue Widening RCA located in Orange County, Florida. This addendum becomes a part of the original TMC Contract No 2011-18R dated October 19, 2018.

The fees for the additional Scope of Work are:

Design Traffic Technical Memorandum .....	\$ 4,740.00
Design Traffic Engineering Report.....	\$ 1,580.00

If you are in agreement with this addendum, please execute and return one copy as our Notice to Proceed.

Regards,

A handwritten signature in black ink, appearing to read 'Mohammed Abdallah', is written over a horizontal line.

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Mohammed Abdallah, PE, PTOE  
[mna@trafficmobility.com](mailto:mna@trafficmobility.com)

## I. Additional Scope of Work

### 3.3 Traffic Data

Perform intersection and roadway segment analyses for Opening Year, Interim Year and Design Year with and without the I-4 Interchange at Daryl Carter Parkway.

#### 3.3.3 Design Traffic Projections

Using the latest adopted Orlando Urban Area Transportation Study (OUATS) travel forecasting model and historical data, the Consultant shall prepare opening year, interim year, and design year travel forecasts for the **Vineland Avenue** study segment for No-Build and Build conditions. The Consultant shall be responsible for the review of the sub area model and shall make adjustments as necessary or as directed by the County.

The traffic projections shall be presented as average annual daily traffic (AADT) and directional design hour volumes (DDHV) based on the comparison of model and trends based growth rates. For the purpose of this Study, the following horizon years shall be assumed:

Opening Year –	2025
Interim Year –	2035
Design Year –	2045

The design traffic shall be used to establish the basic design requirements for the roadway typical section and each intersection.

#### 3.3.5 Design Traffic Technical Memorandum (Was Not Included with Design)

The Consultant shall prepare a detailed *Design Traffic Engineering Report* describing the traffic data collection effort, modeling and analysis. The report shall contain tabulations of all data collected, warrant analyses where appropriate, and recommendations as to traffic control methods, turn lane geometry for specific intersections, safety recommendations and an analysis of alternatives. The draft *Design Traffic Engineering Report* shall be submitted for review two weeks prior to scheduling the Recommended Concept Public Meeting. The final *Design Traffic Engineering Report* shall be summarized in and appended to the **Vineland Avenue Roadway Conceptual Analysis Report**.

Mr. Abdul Alkadry  
Vineland Avenue Widening RCA  
Proposal № P2011-18R, Add No 1  
Project № 19029  
May 13, 2019  
Page 3 of 3

**Deliverables**

Work to be completed under this section by the Consultant shall require the following items to be submitted to and accepted by the County:

- Initial Design Traffic Technical Memorandum
- Updated Design Traffic Technical Memorandum
- Design Traffic Engineering Report

**Pay Items**

Work to be completed under this section shall be paid for under the following pay items:

**Design Traffic Technical Memorandum:**

6 Hrs Senior Engineer @ \$150/hr = \$900.00  
30 Hrs Engineer @ \$110/hr = \$3,300.00  
6 Hrs Traffic Analyst @ \$90/hr = \$540.00  
Total: \$4,740.00

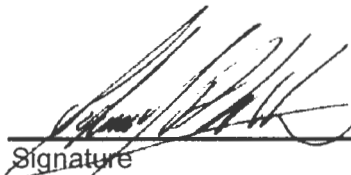
**Design Traffic Engineering Report:**

2 Hrs Senior Engineer @ \$150/hr = \$300.00  
10 Hrs Engineer @ \$110/hr = \$1,100.00  
2 Hrs Traffic Analyst @ \$90/hr = \$180.00  
Total: \$1,580.00

\_\_\_\_\_  
Company

Traffic & Mobility Consultants LLC

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Mohammed N. Abdallah, PE, PTOE

\_\_\_\_\_  
Title

Principal, MGR

\_\_\_\_\_  
Date

June 18, 2019

April 1, 2019



Harris Civil Engineers, LLC  
1200 E. Hillcrest Street, Suite 200  
Orlando, Florida 32803

Attn: Mr. Timothy McCormick, P.E.  
P: (407) 629-4777  
E: timothym@harriscivilengineers.com

Re: Proposal for Geotechnical Engineering Services  
Vineland Avenue PDS – Stormwater Ponds  
Mulberry Park Drive and Little Lake Bryan Parkway  
Orlando, Orange County, Florida  
Terracon Proposal No. PH1195090

Dear Mr./Ms. Client:

We appreciate the opportunity to submit this proposal to Harris Civil Engineers, LLC to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this proposal is \$5,500. See Exhibit C for more details of our fees.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,  
**Terracon Consultants, Inc.**

Shenna McMaster, P.E.  
Senior Geotechnical Engineer

Jay W. Casper, P.E.  
Principal

## AGREEMENT FOR SERVICES

This **AGREEMENT** is between Harris Civil Engineers, LLC ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Vineland Avenue Ponds project ("Project"), as described in Consultant's Proposal dated 04/01/2019 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii)



Reference Number: PH1195090

commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

**PURSUANT TO SECTION 558.0035 OF FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE.**

Consultant:	<b>Terracon Consultants, Inc.</b>	Client:	<b>Harris Civil Engineers, LLC</b>
By:	_____ Date: <b>4/1/2019</b>	By:	_____ Date: _____
Name/Title:	<b>Jay W Casper / Principal</b>	Name/Title:	<b>Timothy V. McCormick, P.E. / Project Engineer</b>
Address:	<b>1675 Lee Rd Winter Park, FL 32789-2207</b>	Address:	<b>1200 Hillcrest St Ste 200 Orlando, FL 32803-4737</b>
Phone:	<b>(407) 740-6110</b> Fax: <b>(407) 740-6112</b>	Phone:	<b>(407) 428-2654</b> Fax: _____
Email:	<b>Jay.Casper@terracon.com</b>	Email:	<b>timothym@harriscivilengineers.com</b>

**Proposal for Geotechnical Engineering Services**

Vineland Avenue PDS – Stormwater Ponds ■ Orlando, Orange County, Florida  
 April 1, 2019 ■ Terracon Proposal No. PH1195090



**EXHIBIT A - PROJECT UNDERSTANDING**

Our Scope of Services is based on our understanding of the project as described by you and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the design team verify all information prior to our initiation of field exploration activities.

**Site Location and Anticipated Conditions**

Item	Description
Parcel Information	The project is located off Vineland Avenue between Mulberry Park Drive and Little Lake Bryan Parkway in Orlando, Orange County, Florida. Latitude/Longitude (approximate): 28.378299° N 81.500161° W (See Exhibit D)
Previous Geotechnical Report	A geotechnical engineering report dated March 24, 2017 was prepared for the roadway widening of Vineland Avenue by Terracon. Soil conditions observed consisted of mostly sand to silty sand with occasional lenses of organic silty sand to sandy peat. Seasonal high groundwater levels are expected to be at existing grade to a maximum depth of about 3 feet below existing grade.
Current Ground Cover	The proposed pond locations are in cleared unpaved/undeveloped or heavily wooded areas.
Site Access	We expect the site, and all exploration locations, are accessible with our ATV-mounted drilling equipment. A limited amount of clearing is anticipated to the Basin III pond location due to heavy vegetation.

**Planned Construction**

Item	Description
Information Provided	Figures 9 and 10 indicating expansion of the existing southern-most wet pond and/or construction of a new pond in the northern portion of the site.
Project Description	Construction of potential stormwater ponds to treat stormwater runoff generated by roadway widening.



**Proposal for Geotechnical Engineering Services**

Vineland Avenue PDS – Stormwater Ponds ■ Orlando, Orange County, Florida  
April 1, 2019 ■ Terracon Proposal No. PH1195090



## EXHIBIT B - SCOPE OF SERVICES

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

### Field Exploration

The field exploration program consists of the following:

Number of Borings	Planned Boring Depth (feet) <sup>1</sup>	Planned Location
4	20	Potential pond areas (2 borings at each pond location)

1. Below ground surface.

We will also obtain samples to perform one permeability test for each pond location.

Anticipated boring locations are presented on Exhibit D.

**Boring Layout:** We will use handheld GPS equipment, with an estimated horizontal accuracy of +/-20 feet, to locate borings in the field. Field measurements from existing site features may also be utilized.

**Subsurface Exploration Procedures:** We advance soil borings with an ATV-mounted drill rig using rotary wash techniques as necessary depending on soil conditions. Five samples are obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. We will obtain representative samples primarily by the split-barrel sampling procedure. In the split-barrel sampling procedure, a standard, 2-inch O.D., split-barrel sampling spoon is driven into the boring with a 140-pound automatic SPT (Standard Penetration Test) hammer falling 30 inches. We will record the number of blows required to advance the sampling spoon the last 12 inches of an 18-inch sampling interval as the standard penetration resistance value, N.

The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

## **Proposal for Geotechnical Engineering Services**

Vineland Avenue PDS – Stormwater Ponds ■ Orlando, Orange County, Florida

April 1, 2019 ■ Terracon Proposal No. PH1195090



**Property Disturbance:** We will backfill borings with auger cuttings upon completion. Our services do not include repair of the site beyond backfilling our boreholes. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

### **Safety**

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon complies with local regulations to request a utility location service through Sunshine State One Call of Florida (SSOCOF). We consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with the additional services are not included in our current Scope of Services.

**Site Access:** Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

### **Laboratory Testing**

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of field work. The anticipated laboratory testing may include the following:

- Water content
- Atterberg limits
- Organic content
- Full Sieve Grain size analysis

## **Proposal for Geotechnical Engineering Services**

Vineland Avenue PDS – Stormwater Ponds ■ Orlando, Orange County, Florida  
April 1, 2019 ■ Terracon Proposal No. PH1195090



Our laboratory testing program often includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

### **Engineering and Project Delivery**

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project can be delivered using our **GeoReport®** system, if requested. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during drilling
- Site and Boring location plans
- Subsurface exploration procedures

**Proposal for Geotechnical Engineering Services**

Vineland Avenue PDS – Stormwater Ponds ■ Orlando, Orange County, Florida

April 1, 2019 ■ Terracon Proposal No. PH1195090



- Description of subsurface conditions
- Geotechnical engineering stormwater management design parameters (seasonal high and low groundwater levels, permeability, porosity, and depth to confining layer).

**Proposal for Geotechnical Engineering Services**  
 Vineland Avenue PDS – Stormwater Ponds ■ Orlando, Orange County, Florida  
 April 1, 2019 ■ Terracon Proposal No. PH1195090



## EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

### Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$5,500

Our scope of services includes a limited amount (4 hours) of clearing for access to boring location. Repair of existing landscape which may be damaged during our drilling operations is not included. If such services are desired by the owner/client, we should be notified so we can adjust our scope of services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

### Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

GeoReport® Delivery	Posting Date from Notice to Proceed <sup>1, 2</sup>
Project Planning	2 days
Site Characterization	15 days
Geotechnical Engineering	25 days

1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport®** website with specific, anticipated calendar days for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our **GeoReport®** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

**EXHIBIT E – ANTICIPATED EXPLORATION PLAN**

Vineland Avenue PDS – Stormwater Ponds ■ Orlando, Orange County, Florida  
April 1, 2019 ■ Terracon Proposal No. PH1195090



**Exhibit "B"**

**Pride Homes Parcel Legal Description**

PARCEL 1

A PORTION OF LOT A, LAKE WILLIS CAMPS AS RECORDED IN PLAT BOOK "Q", PAGE 98 OF THE PUBLIC RECORDS OF ORANGE COUNTY AND PART OF SECTION 14, TOWNSHIP 24 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH QUARTER CORNER OF SAID SECTION 14, AS A POINT OF REFERENCE; THENCE RUN N 00°16'02"E, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 14, 30.00 FEET TO THE NORTH RIGHT OF WAY LINE OF LAKE STREET; THENCE RUN N 89°52'33"E, ALONG SAID NORTH RIGHT OF WAY LINE, 84.90 FEET TO THE POINT OF BEGINNING; THENCE RUN N 45°05'49" W, 49.76 FEET; THENCE RUN N 00°05'49" W, 91.40 FEET TO A CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 51°26'38", A RADIUS OF 1100.00 FEET, AN ARC LENGTH OF 987.65 FEET, A CHORD BEARING OF N 25°49'09" W AND A CHORD DISTANCE OF 954.81 FEET; THENCE RUN N 51°32'28" W, 96.34 FEET; THENCE RUN N 58°46'04" E, 803.63 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF LAKE WILLIS DRIVE AS SHOWN ON THE AFOREMENTIONED PLAT OF LAKE WILLIS CAMPS; THENCE RUN THE FOLLOWING FIVE COURSES AND DISTANCES ALONG SAID SOUTHERLY RIGHT OF WAY LINE: S 30°33'38" E, 281.29 FEET; THENCE RUN S 33°33'38" E, 194.87 FEET; THENCE RUN S 58°33'38" E, 195.37 FEET; THENCE RUN S 62°30'38" E, 700.25 FEET; THENCE RUN S 75°47'52" E, 31.01 FEET TO THE CENTERLINE OF VACATED EAST ROAD AS SHOWN ON SAID PLAT OF LAKE WILLIS CAMPS; THENCE RUN S 00°26'27" E, ALONG SAID CENTERLINE, 622.63 FEET TO THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF LAKE STREET; THENCE RUN S 89°52'33" W, ALONG SAID NORTH LINE, 1233.96 FEET TO THE POINT OF BEGINNING.

PARCEL 2

A DRAINAGE EASEMENT OVER, UPON AND THROUGH THE LAND DEPICTED AND DESCRIBED ON EXHIBIT "A" ATTACHED, WHICH DRAINAGE EASEMENT WAS GRANTED AND CREATED IN AND BY VIRTUE OF THAT CERTAIN DRAINAGE EASEMENT AGREEMENT BY AND BETWEEN PRIDE HOMES OF VINELAND, LLC, AND CARTER-VINELAND POINTE, LLLP DATED EFFECTIVE AS OF JUNE 15, 2005 AND RECORDED JUNE 17, 2005 IN OFFICIAL RECORDS BOOK 8028, PAGE 2345, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

**Exhibit "C"**

**VPO Parcel Legal Description**

Lot 1, 2 and 3 of VINELAND POINTE, according to the Plat thereof as recorded in Plat Book 97, Page(s) 5 through 7, of the Public Records of ORANGE County, Florida.

LESS AND EXCEPT that portion conveyed to the State of Florida Department of Transportation in that certain Warranty Deed recorded July 30, 2019 in Instrument No. 20190468144.



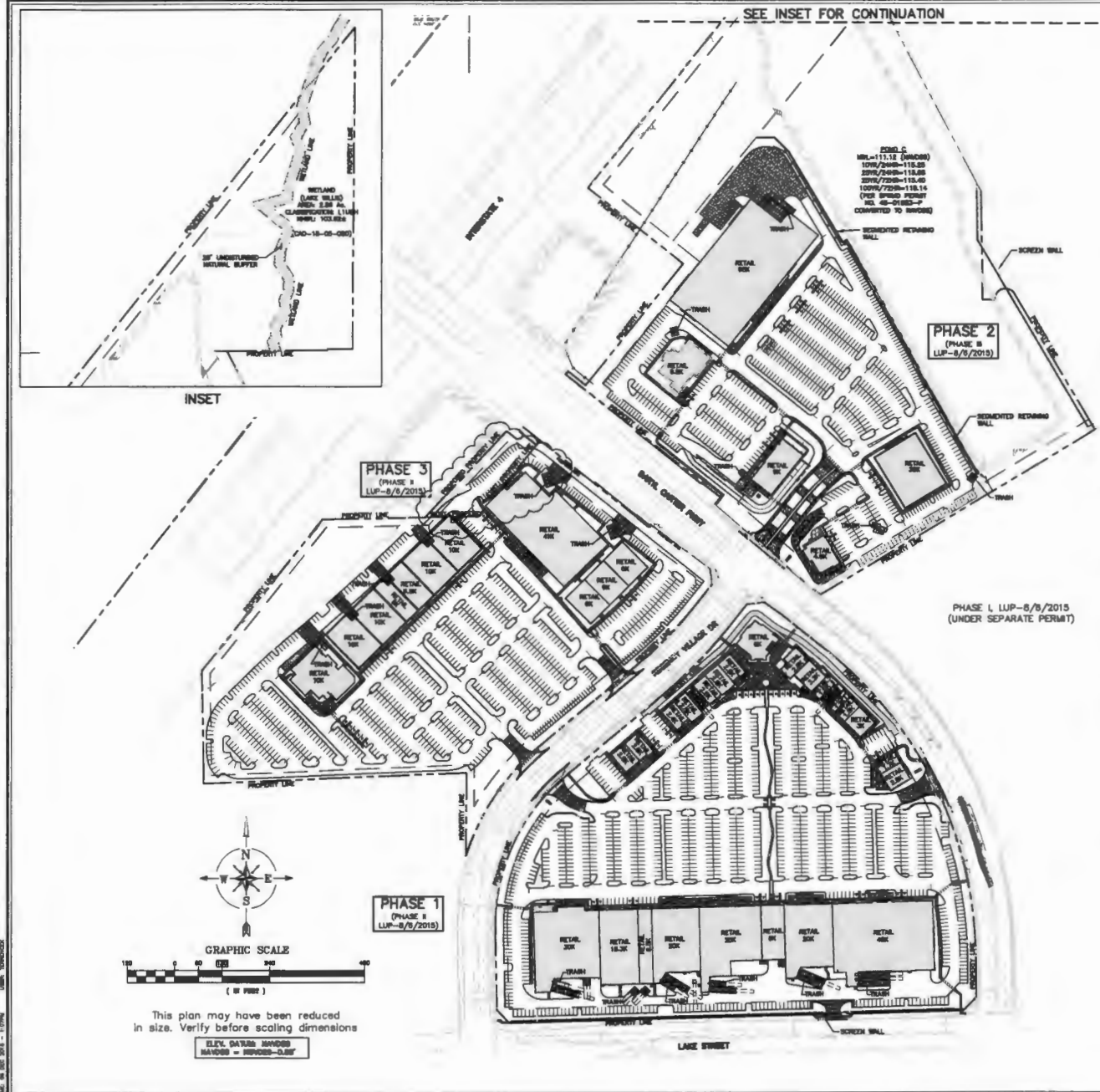
**Exhibit “D”**

**VPO Development Plan**

[See attached page]

Revisions:

1	11/27/14	REV	CONTRACT RECORD	11/27/2014
2	12/16/14	REV	CONTRACT RECORD	12/16/2014
3	1/22/15	REV	CONTRACT RECORD	1/22/2015
4	3/27/15	REV	CONTRACT RECORD	3/27/2015
5	4/15/15	REV	CONTRACT RECORD	4/15/2015
6	5/11/15	REV	CONTRACT RECORD	5/11/2015
7	11/17/15	REV	CONTRACT RECORD	11/17/2015



SEE INSET FOR CONTINUATION

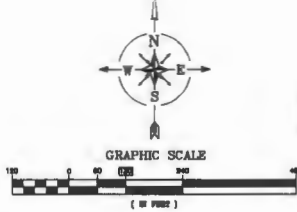
INSET

PHASE 3  
(LUP-8/6/2015)

PHASE 2  
(LUP-8/6/2015)

PHASE 1  
(LUP-8/6/2015)

PHASE L LUP-8/6/2015  
(UNDER SEPARATE PERMIT)



This plan may have been reduced in size. Verify before scaling dimensions

ELEV. DATUM: NAVD83 HAYWARD = 890000-01.51

**OVERALL SITE DATA:**

- STORM WATER MANAGEMENT: ALL TREATMENT AND STORAGE REQUIREMENTS HAVE BEEN PROVIDED IN ON-SITE RETENTION POND IN COMPLIANCE WITH ORANGE COUNTY A SWP8 WHICH EVENTUALLY DISCHARGES DISCHARGES TO BRANCO CREEK FOR THE APPROVED U.S.A. SOUTH FLORIDA STORM WATER SYSTEM.
- SANITARY SEWER: PROVIDER: ORANGE COUNTY PUBLIC UTILITIES
- WASTEWATER REUSE WATER PROVIDER: ORANGE COUNTY PUBLIC UTILITIES
- ON-SITE REUSE POND PROVIDED AS PREVIOUSLY PERMITTED
- FUTURE WATER SUPPLIER: ORANGE COUNTY PUBLIC UTILITIES
- FUTURE SEWER SUPPLIER: ORANGE COUNTY PUBLIC UTILITIES
- FUTURE FLOOD PROTECTION: THE PROJECT LIES WITHIN ZONE 2. THE PROJECT LIES OUTSIDE THE FLOOD ZONE.
- ALL CONSTRUCTION DETAILS ARE CONCEPTUAL AND SUBJECT TO REVIEW AND MODIFIED DURING THE APPROVAL OF FINAL CONSTRUCTION PLAN.
- CONSTRUCTION SHALL BE PROVIDED AT LOOKING BACK WITH CONTINUED REUSE SERVICE IN ACCORDANCE WITH SECTION 38-125.7, ANY VIOLATIONS FROM COUNTY CODES UNLESS STANDARDS REPRESENTED ON THIS PLAN THAT HAVE NOT BEEN EXPRESSLY APPROVED BY THE PC ARE INVALID.
- MAXIMUM IMPERVIOUS RATIO 70% UNLESS OPEN SPACE 25%.

- ZONING: WETLAND PORTS PLANNED DEVELOPMENT/LAND USE PLAN, PHASES 1 AND 3 (CASE# 09-19-05-148, APPROVED MARCH 15, 2015)
- ZONING: YOUNGST COMMERCIAL (LIES PER 871.3.1 OF THE ORANGE COUNTY COMPREHENSIVE PLAN 2010-2030)
- FUTURE LAND USE: RECREATION, ACTIVITY CENTER, RECREATION (ACR)
- ZONING OVERLAY DISTRICT: LAKE HILLS NEIGHBORHOOD OVERLAY DISTRICT
- LAND USE: SHOPPING CENTER
- CONCEPTUAL AREA ESTIMATES: CAD-18-05-080 (DATED JUNE 14, 2015)

PHASE AREA TABLE		FLOOR AREA RATIO	
PHASE	AREA (SQ FT)	FLOOR AREA (SQ FT)	FLOOR AREA (SQ FT) / GROUND AREA (SQ FT)
PHASE 1	20,317	4,312	0.212
PHASE 2	24,712	4,312	0.174
PHASE 3	14,200	2,777	0.196

BUILDING COVERAGE	
PHASE	FLOOR AREA (SQ FT) / GROUND AREA (SQ FT)
PHASE 1	21.2%
PHASE 2	17.4%
PHASE 3	19.6%

PHASE 1		PHASE 2		PHASE 3	
TYPE	TOTAL AREA	TYPE	TOTAL AREA	TYPE	TOTAL AREA
COMMERCIAL	20,300 S.F.	COMMERCIAL	24,700 S.F.	COMMERCIAL	130,000 S.F.
5 SPACES PER 1000 S.F.		5 SPACES PER 1000 S.F.		5 SPACES PER 1000 S.F.	
1,015		1,235		650	

TOTALS	
TYPE	TOTAL AREA
COMMERCIAL	490,000 S.F.
5 SPACES PER 1000 S.F.	
2,450	

**OPEN SPACE CALCULATIONS (PER PHASE):**

PHASE	SURFACE DESCRIPTION	AREA (sq ft)	AREA (sq ft)
PHASE 1	PERVIOUS/PAVED	11,211	55.0%
	PERVIOUS	9,106	45.0%
	ROAD	0	0.0%
	FOOD	0	0.0%
PHASE 2	PERVIOUS/PAVED	8,882	35.9%
	PERVIOUS	15,830	64.1%
	ROAD	0	0.0%
	FOOD	0	0.0%
PHASE 3	PERVIOUS/PAVED	2,777	19.5%
	PERVIOUS	11,923	84.5%
	ROAD	0	0.0%
	FOOD	0	0.0%

**OPEN SPACE CALCULATIONS (TOTAL PROJECT):**

SURFACE DESCRIPTION	AREA (sq ft)	AREA (sq ft)
PERVIOUS/PAVED	22,869	46.3%
PERVIOUS	35,759	72.5%
ROAD	0	0.0%
FOOD	0	0.0%

OPEN SPACE BY CATEGORY	
CATEGORY	AREA (sq ft) / % OF TOTAL
A	22,869 / 46.3%
B	35,759 / 72.5%
C	0 / 0.0%
D	0 / 0.0%

**Tri Generation Analysis**

Category	Area (sq ft)	Tri Generation
200 Apartments	888,000	6.26
350 Retail	1,417,500	10.13
800 Office	3,513,600	25.31
<b>Total</b>	<b>5,819,100</b>	<b>41.70</b>

MINIMUM FINISHED FLOOR ELEVATION: 119.14 (NAVD83)

**Exhibit “E”**

**Trip Matrix**

[See attached 2 pages]



**MEMORANDUM**

July 31, 2019

**Re: OCP Vineland PD**  
 Land Use Equivalency Calculation  
 Orange County, Florida  
 Project № 16023.1

The developer of OCP Vineland is proposing to delay 6,000 square feet of retail in Phase 1 and 36,000 square feet of retail in Phase 2 of the project, a total of 42,000 square feet of retail, to allow the construction of a proposed 41,000 square feet movie theatre and an 11,500 square feet restaurant to proceed in Phase 3.

The trip analysis, summarized in **Table 1**, was prepared using data from the ITE *Trip Generation Report, 10<sup>th</sup> Edition* in accordance with Orange County requirements. The results of the analysis reveal that 42,000 square feet of retail generate 3,333 daily trips while the proposed movie theater and restaurant generate a total of 3,303 daily trips. Therefore, the proposal would result in a net **reduction** of 30 daily trips generated by the project.

**Table 1**  
**Comparative Trip Generation Analysis**

ITE Code	Land Use	Size	Daily	
			Rate	Trips
<b>Approved Phases 1 &amp; 2 Land Use</b>				
820	Retail	42.0 KSF	79.36	3,333
<b>Proposed Phase 3 Land Uses</b>				
445	Movie Theater	41.0 KSF	49.10	2,013
931	Restaurant	11.5 KSF	112.18	1,290
<b>Phase 3 Trips</b>				3,303
<b>Resulting Change in Trips</b>				-30

*ITE Trip Generation Report, 10th Edition*

