

AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT is made as of the ___ day of November in the year 2008, between **THE CITY OF LEESBURG**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **INWOOD CONSULTING ENGINEERS, INC.**, whose address is 3000 Dovera Drive, Suite 200, Oviedo, Florida 32765 (hereinafter referred to as the "CONTRACTOR" or "CONSULTANT").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Services.** The CONTRACTOR shall perform the following services: **SEE EXHIBIT "A", Leesburg Wildwood Trail, Scope of Services, Design and Permitting**, which is attached and incorporated by reference herein. Nothing herein shall limit the CITY'S right to obtain proposals or services from other contractors for similar projects. The services shall be performed for a total lump sum price of \$264,000.00. The cost of the services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

2. **Standard of Care.** In performing its services, the CONTRACTOR shall use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided.

3. **Insurance.** The CONTRACTOR will maintain throughout this Agreement the following insurance:

A. Comprehensive General Liability. The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent contractors, contractual liability covering the agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground exposures (x,c,u).

B. Business Automobile Liability. The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and

hired vehicles, and employee non-ownership use.

C. Workers' Compensation. The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.

CONTRACTORS exempt from maintaining Workers' Compensation insurance must provide a valid certificate of exemption issued by the State of Florida.

D. The original of each such policy of insurance, or a complete duplicate, shall be delivered to CITY by CONTRACTOR prior to starting work, together with evidence that the premiums have been paid.

E. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A:VII.

F. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.

G. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.

H. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR'S interests or liabilities, but are merely required minimums.

I. All liability insurance, except professional liability, shall be written on an occurrence basis.

J. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.

K. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, contract or lease.

L. Except for workers' compensation and professional liability, the CONTRACTOR'S insurance policies shall be endorsed to name the CITY

OF LEESBURG as additional insured to the extent of the agreement, contract or lease.

M. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

**City of Leesburg
Attention: Purchasing Manager
P.O. Box 490630
Leesburg, Florida 34749-0630**

N. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.

O. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.

P. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.

Q. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR'S liability coverage(s).

4. Indemnification. The CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by CONTRACTOR in the performance of this Agreement.

5. Codes, Laws, and Regulations. CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

6. Permits, Licenses, and Fees. CONTRACTOR will obtain and CITY will pay for all permits and licenses required by law that are associated with the CONTRACTOR's performance of the Scope of Services. CITY shall also pay for any required threshold inspection fees associated with the CONTRACTOR'S performance of the Scope of Services.

7. Access to Records. CONTRACTOR will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during CONTRACTOR's normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice. CONTRACTOR shall permit the CITY, the Florida Department of State, or any of their duly authorized representatives, access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this Agreement, for the purpose of making audit,

examination, excerpts, and transcription. Such records shall be maintained for a period of five (5) years after the CITY makes its final payments to the CONTRACTOR and all other pending matters are closed.

8. Contingent Fees Prohibited. The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability, and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

9. Payment. CITY shall compensate CONTRACTOR for their services in the following manner: **SEE EXHIBIT "A."** No other costs or services shall be billed to the CITY.

10. Ownership of Documents. All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY's use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

11. Independent Contractor. The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venturer, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and entirely responsible for his or her acts during the performance of this Agreement.

12. Assignment. Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

13. No Third Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

14. Jurisdiction. The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

15. Term and Termination. Work shall begin within 10 calendar days from the date the CITY issues a Notice to proceed. All services to be rendered by the CONTRACTOR shall be rendered in accordance with the Project Schedule attached hereto as EXHIBIT "C" and shall be completed by October 9, 2009. All or part of this Agreement may be terminated by the CITY for its convenience on fifteen (15) days written notice to the CONTRACTOR. In such event, the CONTRACTOR will be entitled to compensation for services competently performed up to the date of termination.

16. Default. In the event that CONTRACTOR fails to abide by the terms and conditions of this Agreement, such failure shall constitute a material breach. If such a breach occurs, CONTRACTOR understands and agrees that CITY may immediately terminate this Agreement and take any action necessary at law or in equity to preserve and protect its rights.

17. Nonappropriation. The CONTRACTOR understands and agrees that this Contract is subject to the availability of funds to the CITY to purchase the specified products/services. As used herein, a "nonappropriation" shall be defined as an occurrence wherein the CITY, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to this Contract, from the source of funding which the CITY anticipates using to pay its obligations hereunder, and the CITY has no other funds, from sources other than ad valorem taxes, which it deems to be available to pay its obligations under this Contract. The CITY may terminate this Contract, with no further liability to the CONTRACTOR, effective the first day of a fiscal period provided that:

- (a) a nonappropriation has occurred, and
- (b) the CITY has provided the CONTRACTOR with written notice of termination not less than fifteen (15) days before the proposed termination date.

Upon the occurrence of such nonappropriation the CITY shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

18. Contact Person. The primary contact person under this Agreement for the CONTRACTOR shall be David A. Graber. The primary contact person under this Agreement for the CITY shall be _____.

19. Approval of Personnel. The CITY reserves the right to approve the contact person and the persons actually performing the CONTRACTOR services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

20. **Disclosure of Conflict.** The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

21. **Grant Requirements.** CONTRACTOR acknowledges that CITY is obtaining a significant portion of the funding for this project from various sources including grants from other governmental agencies. To the extent it is not inconsistent with the terms of this Contract to do so, CONTRACTOR will assist CITY upon request in assuring that all conditions and requirements of the various grants are fulfilled so that funding for the project is preserved.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

“CONTRACTOR”

INWOOD CONSULTING ENGINEERS, INC.

By: *Eduard Buch*
Its: ~~President~~ Vice President

Date: 10-28-08

“CITY”

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor / Commissioner

Attest: _____
City Clerk

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT A
Scope of Services

Exhibit A
Leesburg Wildwood Trail

(Approximately 3.26 miles)

Scope of Services Design & Permitting
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Section I: Intent & Purpose

The **City of Leesburg (CITY)** is seeking to execute optional services for the Leesburg Wildwood Trail PD&E Study. These optional services include the design, permitting and preparation of a complete set of construction contract bid documents for the Leesburg Wildwood Trail project in the City of Leesburg, Florida.

Section II: Description

City of Leesburg (**CITY**) wishes to execute this design phase with Inwood Consulting Engineer, Inc. (**CONSULTANT**). The project is located in primarily existing right of way, owned by the City of Leesburg. The project includes three sections of multi-use trail and the design of sidewalk and signal improvements to accommodate the interim at-grade trail crossing at the intersection of US 27 and Center Street. Section 1 begins at Willowbrook Lane and Ends at US 27 a distance of 2.25 miles. Section 2 begins at US 27 and ends at 13th Street a distance of .20 miles. Section 3 begins at the intersection of the two abandoned railroad grades just west of US 27 and ends at Griffin Road a distance of .81 miles.

These improvements may include but not be limited to drainage, safety, utilities, accommodations for intersecting streets, and other access management elements along the proposed alignment. The consultant shall incorporate two rest areas on the trail. This design shall include developing planting schedules, benches, and other features as deemed appropriate. See attached Project Location Map.

The **CONSULTANT** shall determine appropriate economical innovative materials and methods of construction to facilitate safe use by all user groups with minimum maintenance requirements. The **CONSULTANT** shall determine the most appropriate alignment for the trail within the existing and proposed City of Leesburg property and easements based on utility locations, drainage and permitting requirements, required structures, and roadway crossings, etc. The multi-use (shared-use) trail must accommodate non-equestrian users such as walkers, joggers, bicyclists, in-line skaters, etc. throughout the entire corridor. Additionally, the **CONSULTANT** shall provide plans for connections to the Carver Heights Middle School, the City of Leesburg Recreation Complex, the Susan Street Complex and the Downtown Trail along 13th Street.

Section III: Consultant Services

The **CONSULTANT** will provide all required and necessary professional services for the preparation of final engineering, permitting and **up to two sets of construction plans** (including but not limited to: drainage and maintenance of vehicular, pedestrian and bicycle traffic), traffic signal modifications, signing and pavement marking plans, technical specifications, special provisions, corridor documents and all jurisdictional agency permits including coordinating with the FDOT for approval under the LAP agreement.

Section IV Consultant Responsibilities

The **CONSULTANT** is responsible for providing all required professional services to provide and/or prepare Final Construction Plans, Specifications, Environmental Permitting, and other related work for the herein-described project.

Engineering plans will be prepared consistent with **CITY** requirements and applicable building codes. The **CONSULTANT** will prepare all documents necessary to successfully permit the project through regulatory agencies and to publicly bid and construct the project according to the design and permits.

Scope of Services

1.0 Administration

1.1 Attend Notice to Proceed / Kick-off Meeting

The **CONSULTANT** will prepare for and attend a Notice-to-Proceed Meeting or internal Kick-off Meeting with the **CITY**'s Project Manager, staff & others as determined by the **CITY**. At this meeting, the **CITY** and key members of the **CONSULTANT**'s team discuss the expectation for the project and formally initiate the commencement of development of alternatives, with the purpose of selection of an innovative, cost efficient and user friendly all weather trail.

1.2 Project Schedule

The **CONSULTANT** will prepare and submit a detailed project schedule identifying major tasks, duration and task relationships. This schedule will indicate both projected and actual completion schedules, and will be updated monthly and/or with each invoicing submission.

1.3 Project Invoicing

When invoicing, the **CONSULTANT** is to submit an invoicing distribution in accordance with **CITY** requirements.

Each month's invoice is to indicate the following minimum data:

- Contract amount (original plus any subsequent amendments with date of execution)
- Percent (%) complete for each category (to date)
- Written Progress Report
- An overall project percent (%) complete (to date)
- An overall invoice amount (to date)
- Amount this invoice
- The previous invoice amount
- Graphic representation of Time-vs. % Complete (Overall)
(Integration of Invoicing to Project Schedule)

1.4 Consultant / Sub consultant Personnel

The **CONSULTANT**'s / Sub consultant's work is to be performed by the key personnel at the office location identified in the proposal submitted by the **CONSULTANT** / Sub consultant during the selection process. Any changes in the indicated personnel or the **CONSULTANT**'s / Sub consultant's office-in-charge of the work, as identified in the **CONSULTANT**'s Proposal, will be reviewed and approved by the **CITY** in writing.

1.5 Work Progress

- 1.5.1 The **CONSULTANT** will meet with the **CITY** monthly, at a time and date to be determined at the Notice-to-Proceed Meeting.
- 1.5.2 The **CONSULTANT** will provide written progress reports, which describe the work performed on each task and the anticipated work accomplishments through the next invoicing period.
- 1.5.3 Progress reports will be delivered to the **CITY** concurrently with the monthly invoice.

- 1.5.4 Judgment on the sufficiency of services, quality and quantity, accomplished for the billing period will be made by the **CITY** by comparing the reported percent complete against actual work accomplished. The **CONSULTANT** will coordinate with the **CITY's** Project Manager regarding invoicing format prior to beginning any professional services. Attention is directed to Section 1.4 regarding invoicing format.
- 1.5.5 The purpose of these meetings is to maintain clear communications between the **CITY** and the **CONSULTANT's** team. The **CONSULTANT** will prepare minutes from these meetings, and distribute these minutes within ten (10) days following each meeting.

1.6 Project Presentation

The **CONSULTANT** is to provide two (2) public presentations (a public meeting with proper notification and display boards and one presentation to the Lake Sumter MPO Technical Advisory Committee) and one (1) CITY Board of CITY Commissioners (BCC) briefing on this project. However, there may be occasions when the **CONSULTANT** will be called upon to make unscheduled presentations or attend meetings not anticipated. The **CONSULTANT** should plan to attend at least (2) such meetings.

The **CONSULTANT** may be called upon to provide maps, press releases, data sheets, advertisements, audio-visual displays, and similar material for these meetings.

1.7 Project Related Correspondence

The **CONSULTANT** will furnish copies of all correspondence, telephone memorandums, FAX's, maps, exhibits, etc. between the **CONSULTANT** and any party regarding this project. This information is to be forwarded to the **CITY's** Project Manager for inclusion in the official records within one (1) week of the contact with these parties.

The **CONSULTANT** is responsible for recording and distributing the minutes of all meetings, presentations, etc. pertaining to this project.

1.8 Professional Endorsement

The **CONSULTANT** will provide the **CITY** with a final copy of all design documents with his/her professional endorsement (seal/signature as appropriate) on every sheet of the record print sets, computations, maps, exhibits and any other professional work shown on the endorsed sheets produced by the **CONSULTANT**. The original set of plans shall have the title block placed on each sheet, and the original signature shall be placed on the Key Map.

1.9 Supplemental Services

Fees and associated time for completion of additional work that is determined by the **CITY** to be extraordinary to the accomplishment or requirements of the original work contemplated in the scope of services may be negotiated as an extension of the man-hour and fee proposal within the approved design services agreement utilizing man-hour unit price basis from the current fee proposal for similar work. Supplemental work for tasks not contemplated in the Scope of Services can be negotiated as a formal amendment to the original design services Agreement. In that event, a supplemental notice-to-proceed letter will authorize the additional work to begin.

1.10 Schedules

Within ten (10) days after receiving the Notice-to-Proceed letter, the **CONSULTANT** will provide a detailed schedule with calendar deadlines indicating work phases and key progress events utilizing weekly and/or daily increments and accompanied by an anticipated fee distribution curve. This schedule and anticipated invoicing curve will be prepared in a format prescribed by the **CITY** (see

Section 1.3 Project Invoicing). The **CONSULTANT** will coordinate these matters with the **CITY's** Project Manager. The **CONSULTANT** will provide an updated schedule with each monthly invoice.

1.11 CITY Responsibility

1.11.1 The **CITY** shall provide the following:

- All information associated with City owned utilities within or crossing the project corridor.
- A list of key City staff for inclusion in project management meetings and plans set reviews.

1.11.2 Notice-To-Proceed Meeting

The **CITY** will conduct a Notice-To-Proceed meeting with the **CONSULTANT** and issue a Notice-To-Proceed letter. **CONSULTANT** representation should include, as a minimum, the Project Manager, project design engineer, and key **SUBCONSULTANTS**.

The purposes for this introductory meeting are for:

- a. The **CITY** will discuss with the **CONSULTANT** expectations for success of the Project.
- b. The **CITY** will discuss the financial and legal administration of the contract.
- c. The **CITY** will render all relevant information in the **CITY's** possession.

1.12 Subcontractor Services

The variety of the professional service required to successfully design the herein described project makes it desirable, if not necessary, for the **CONSULTANT** to subcontract portions of the work. The **CONSULTANT** is authorized to subcontract no more than 49% these services under the provisions of this document. The subcontracting firms must be approved by the **CITY** prior to initiation of their work on this project.

Coordination of **SUBCONSULTANT** services is the responsibility of the **CONSULTANT**. The **CONSULTANT** shall be fully responsible for the satisfactory performance of all subcontracted work. All work shall be reviewed by the **CONSULTANT** prior to delivery to the **CITY**.

2.0 Public Involvement

The purpose of a public involvement element is to ensure that the community is involved in the project development and decision making process so that the **CITY** can develop a project that not only meets the recreation and transportation needs of the area, but is also supported by the community it serves. Therefore, the **CONSULTANT** will conduct the following public involvement activities throughout the project.

2.1 Public Involvement Plan

Immediately upon receipt of the notice to proceed the **CONSULTANT** will prepare a **Public Involvement Plan (PIP)** and submit it to the **CITY's** Project Manager for review and approval. The **PIP** will delineate the **CONSULTANT's** efforts to inform and involve the citizens of City of Leesburg, the appropriate State and local agencies, responsible appointed and elected public officials, and special interest groups in the project planning, review and approval process.

2.2 Public Involvement Meetings

The **CONSULTANT** will prepare for **one public involvement** meeting as described below.

2.2.1 Project Newsletters

The **CONSULTANT** will develop for distribution 2 newsletters. These newsletters will be mailed directly to any property owner located within 300 feet of the project corridor and made available for inclusion in the City Utility Bills if desired by the City.

2.2.2 Public Meeting

The **CONSULTANT** will coordinate and conduct, with the **CITY's** assistance, a public involvement meeting to be schedule after 60 percent plan submittal. The purpose of this meeting is to inform the community of the **CONSULTANT's** scope of work and the concepts under consideration and to provide the **CONSULTANT** with public input regarding the project.

The meeting will include a formal presentation followed by a question and answer period. The **CONSULTANT** will have staff available to respond to questions from the public.

2.2.3 Webpage

The **CONSULTANT** will develop a project webpage consisting of a description of the project, project schedule and project contacts. This webpage will be updated three times throughout the duration of the project to inform citizens of the project status.

2.3 Board of CITY Commissioners Briefing

The **CONSULTANT** will conduct a briefing to the **BCC** on the recommended improvement concept. The **CONSULTANT** will present the project to the **BCC**, with assistance from the **CITY**.

2.4 Coordination Meetings

The **CONSULTANT** will coordinate and conduct meetings with local entities and state organizations as necessary and directed by the **CITY's** Project Manager. It is anticipated that six (3) coordination meetings with Leesburg Departments, three (2) meetings with FDOT and three (3) miscellaneous meetings will be necessary.

2.5 Small Group Meetings

The **CONSULTANT** shall be available to conduct or provide technical support for up to three (3) meetings with interested organizations interested in this project. These meetings / presentations may be made to informal homeowners groups, formal homeowner associations or other formal organizations such as Citizens Advisory Committees, etc. The **CONSULTANT** shall be responsible for all presentation and handout materials, and if in attendance will provide minutes / summary of each meeting.

The **CONSULTANT** will prepare written responses to all questions not adequately addressed at the meetings and will provide follow-up information necessary to respond to the public's questions and comments.

These meetings will be held during the early stage of the study to inform these organizations and solicit their input.

2.6 Mailing List

The **CONSULTANT** will prepare a mailing list of interested parties which includes 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 list will also contain all adjacent subdivision, homeowners and property owners located within 300 feet of the project.

The Consultant will regularly update the mailing list during the course of the study.

2.7 Newsletters / Notices

The **CONSULTANT** will prepare briefings for the City Manager and prepare project updates for inclusion in City literature and mail-outs. The Consultant will prepare invitations for mail out for the Public Involvement Meeting approximately three (3) weeks prior to the meeting. These newsletters will be mailed to key project stakeholders and property owners within 300 feet of the project corridor. The Newsletters will be made available to the **CITY** for inclusion in the **CITY** Utility Bill but the **CONSULTANT** will not be responsible for printing or distributing these additional newsletters.

The newsletters will be printed in color on 8 1/2 " x 11" sheets.

3.0 Data Collection

Immediately upon receipt of the notice to proceed, the **CONSULTANT** will begin collecting all data necessary relative to the engineering and the social, economic and environmental data and concerns within the trail corridor and adjacent area. The **CONSULTANT** is to utilize related area plans, existing survey and all other available information gathered, including past reports and studies of the area by the **CITY** or other agencies and municipalities.

3.1 Aerial Photography / Base Maps

The **CONSULTANT** shall use existing recent aerials or GIS aerials to prepare 1" = 200 feet scale base maps. The **CONSULTANT** shall prepare color photography to be suitable for public display with appropriate title blocks. This photography shall be used to present the overall project concept, connections to adjacent facilities, corridor requirements, and other required information.

3.2 Right of Way Mapping

The **CONSULTANT** will utilize existing right of way maps provided by the **CITY** and update them as necessary. The maps will include section line ties, existing right of way, easements, sub-divisions and property lines based on the last deed of record provided by the **CITY**.

3.3 Previous Studies & Information

The **CONSULTANT** shall collect and review all previous studies and analysis regarding this project conducted by the **CITY**.

3.3 Soil Survey and Geotechnical Data

The **CONSULTANT** shall obtain information to generally describe the soils composition along the trail corridor using the Lake County Soil survey maps and other information from the Soil Conservation Service (SCS) and geotechnical investigations.

3.4 Contamination / Hazardous Material Sites

The **CONSULTANT** will review available records to identify sites with documented or possible undocumented contamination. To supplement this recorded information; the **CONSULTANT** will perform a **field** review of the study area to identify non-reported sites, which may potentially be contaminated with hazardous materials. It is expected that the existing railroad grade will contain substantial contamination. The **CONSULTANT** will test the railroad corridor and railroad ties develop mitigations plans as necessary to remove existing railroad ties and meet all regulatory requirements for construction of the trail.

3.5 Archaeological and Historic Features

The **CONSULTANT** will review sources to identify recorded historical and archaeological sites within the study area. Utilizing this information, the **CONSULTANT** will map all sites that may influence the location of the conceptual plan. It is anticipated that two interpretive signs and a reconstruction of a section of railroad will be required to meet SHPO requirements for this historic railroad.

3.6 Hydraulic and Natural Features

The **CONSULTANT** will review existing information to identify significant hydraulic and natural features found within the study area.

A. Wetlands

1. The **CONSULTANT** shall identify all wetlands falling partially or wholly within the project boundaries or which the project and their potential permitting effects may affect.
2. Quantify wetland encroachment and quality.

B. Floodplains & Floodways

1. **CONSULTANT** shall identify and delineate all base (100-year frequency) floodplains using Flood Insurance Rate Maps (FIRM), Flood Hazard Boundary Maps (FHBM), quadrangle maps, water management district topographic maps, F.D.O.T. drainage maps, etc.
2. The **CONSULTANT** shall coordinate with the **CITY** in identifying any historic maintenance problems involving drainage or flooding.
3. The **CONSULTANT** shall identify all floodways using floodway maps or information from Flood Emergency Management Agency (FEMA).

C. Drainage

The **CONSULTANT** shall identify drainage problems, infalls, outfalls, location, size and condition of all cross drains and major structures; upstream and downstream controls; evidence of structure scour, direction of flow and any other information that affects the structures hydraulically.

The **CONSULTANT** will also collect permit-related information on sites that may require environmental resource permits, dredge and fill permits, water quality permits, or stormwater discharge permits. This activity will include identifying all relative permitting agencies, as well as all existing permits and their documented conditions.

D. Endangered and threatened species

1. The **CONSULTANT** shall identify any "critical habitat" as defined by the U.S. Fish and Wildlife Service.
2. The **CONSULTANT** shall survey the alignment for state and/or federally designated endangered and threatened species, individuals or other positive indications (nests, burrows, droppings, etc.) of their presence. Identify all **eagle nests** within the Florida Game and Fresh Water Fish Commissioners critical distance. Identify significant potential endangered species habitat.

4.0 Survey Documents

4.1 Design Survey

The **CONSULTANT** is to provide the **CITY** with Design Surveys for the project. These documents shall meet or exceed the following requirements:

- 5.1.1 Comply with the Technical Standards for Land Surveyors and Mappers in accordance with Chapter 61G17-6, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

4.2 Design Surveys

The **CONSULTANT** shall furnish complete field verified design surveys tied both horizontally and vertically to Lake County Datum including the following:

- 4.2.1 Project benchmarks will be set at least 1000-foot intervals throughout the project and vertical elevations will be based on City of Leesburg datum.
- 4.2.2 Baseline survey will be shown with sufficient geometry, monumented and referenced in the field.
- 4.2.3 The horizontal datum for this project will be State Plane Coordinates using the City of Leesburg Survey Departments control monumentation. Baseline control points will be annotated at the actual corner or in a table. All dimensions shown will be ground.
- 4.2.4 Topography at one-foot intervals, based on City of Leesburg Datum, with spot elevations on all paved surfaces, finished floors, low points, and high points, location of all surface features including pavement, structures, signs, trees and utilities, location of all subsurface utilities and ditches. All visible off-site features within 10 feet of the boundary and topographic contours within 10 feet of the boundary shall be shown (interpolate as required).
- 4.2.5 All roadway and driveway intersections shall have spot elevations at all low points, high points, corners, and tops of curbs. All intersecting roadways shall be surveyed for a distance of 75 feet from the point of intersection with the trail corridor.
- 4.2.10 Show all easements, acknowledged railroad crossings, and other agreements that impact the corridor.

- 4.2.11 1" = 40' scaled plots will show mathematically accurate property lines and easements, location of the corridor, cross-section information, location of benchmarks and location of improvements.
- 4.2.12 All project documents will be produced and submitted to the County in an electronic format compatible and acceptable to the CITY, (i.e. AutoCAD 14 and Microsoft Word).
- 4.2.13 All field generated project notes, (i.e. hard field notes, electronic data file supporting field work, point maps, calculation sheets, etc.) which complete the applicable project file are to be produced and submitted to and become the property of the CITY.

5.0 Engineering Design & Specifications

5.1 Evaluate & Analyze Data

The **CONSULTANT** is to evaluate and analyze all available and appropriate data for the successful engineering design of this project. Specifically, the **CONSULTANT** will address the following:

5.1.1 Topographic Surveys

The **CONSULTANT** is to evaluate topographic surveys for consistency with design and construction requirements of the project, as well as adherence to appropriate standards of professional practice. Further, the **CONSULTANT** is to visit the project area to field review the validity of these surveys.

5.1.2 Soils Survey / Geotechnical Investigations

The **CONSULTANT** is to provide the necessary soil survey and analysis for the project design. This analysis will manifest design recommendations for fill, and other design and construction elements. **Further, the soils investigations will include all required soil parameters necessary to design and construct the trail, drainage systems, including surface water management systems, utility installations, culverts, etc.**

5.1.3 Environmental Issues

The **CONSULTANT** is to evaluate, identify and quantify the project's overall impact to the environment, specifically addressing elements requiring agency permitting. The concern here is to identify at the earliest possible stage the need to address the critical path(s) of design elements related to these issues. The **CONSULTANT** is to formally review these matters with the **CITY** early in the progress of the engineering design. If there are no issues, the **CONSULTANT** will formally advise the **CITY** at one of the early progress meetings.

5.1.4 Utilities

The **CONSULTANT** is to evaluate the impact and disposition of utility services within the project area. Consideration of the location of the 14' all weather surface shall have the most economical and innovative design elements to have the least impact to utilities in the corridor. Relocations, abandonments, adjustments, or facilities to remain in place are to be evaluated for impact to design and cost elements to the project. Further, the **CONSULTANT** is to coordinate design activities with the respective utility companies, including, but not limited to City of Leesburg Environmental Services, Florida Power Corp., CSX, etc. and the **CITY** Project Manager.

5.1.5 Structural Evaluation

The **CONSULTANT** is to evaluate and certify the required structural elements of the project. All structural design is to be professionally endorsed by professional regularly practicing within the field of structural engineering.

5.2 Design Development: 60%, 100% Phased Submissions

5.2.1 Drainage: Mapping & Design

The **CONSULTANT** is to provide for the drainage basin / sub-basin mapping and design sufficient to meet **CITY**, State & Federal standards, as well as State & Federal regulatory agency permit requirements.

- a. The project must meet the following minimum requirements:
 1. City of Leesburg's Land Development Code, including Appendix B;
 2. St. Johns River Water Management District rules and regulations;
 3. Other State and Federal rules and regulations.
- b. Before or at the 60% submission, the **CONSULTANT** is to obtain **CITY** approval for the design of all stormwater management facilities (**SWMF**). The **CONSULTANT** is to submit the following minimum information at this time:
 1. Large-scale mapping of all drainage elements affecting the design of the project, including basin and sub-basin delineations on a scaleable, readable, contoured map;
 2. Definable locations of the **SWMF** on a scaleable graphic including parcel identification information;
 3. Brief narrative on availability of land, zoning, current use, future use (Comp. Plan), environmental issues, if any, estimated purchase cost and estimated construction costs, and other relevant data to adequately review and evaluate the proposed **SWMF** location.

5.3 Trail Construction Plan Preparation

The **CONSULTANT** is to provide all necessary and required construction plans for the successful design and construction of the project. Each contract plans package and its component parts will be prepared in accordance with **CITY** and **FDOT** standards, policies, procedures, memorandums and directives. Exceptions to F.D.O.T. standards may be permitted, but must be pre-approved by the **CITY** prior to submittal of man-hour and technical proposals. Further, if required by the **CITY**, the graphical representation of these plans may need modification to provide clarity and presentation acceptable to the **CITY**.

Each contract plans package shall be accurate, legible, complete in design, suitable for public bidding purposes and drawn to scales acceptable to the **CITY**. The completed plans shall be furnished on non-thermal reproducible mylars and in a format acceptable to the **CITY**. For recommendations concerning the plans preparation the **CONSULTANT** should refer to the latest non-metric editions of the F.D.O.T.'s *Roadway Plans Preparation Manual, Volumes I & II, Standard Specifications for Road and Bridge Construction, Roadway and Traffic Design Standards, Bicycle Facilities Planning and Design Handbook, Trail Intersection Design Handbook, Pedestrian Planning and Design Handbook, Designing Trail Termini; American Association of State Highway and Transportation Officials (AASHTO); City of Leesburg Land Development Code*; latest editions and other applicable manuals as determined by the **CITY**'s Project Manager. It is the **CONSULTANT**'s responsibility to acquire and utilize the necessary F.D.O.T. manuals that are required to complete the project design.

- 5.3.1 The project must meet the following minimum plans and design documentation packaging requirements:
 - a. **Plan sets:**
 1. Cover / Key Sheet
 2. Summary of Pay Items
 3. Drainage Maps (1"=200' maximum scale, with contours)
 4. Typical Sections
 5. Summary of Quantities

6. Summary of Drainage Structures
7. Trail Plan & Profiles (1"=20' maximum scale)
8. Stormwater Management Facilities (Plan views, Sections, etc.)
9. Drainage Detail Sheets
10. Erosion Control Sheets (NPDES Sheet)
11. Soils Survey Data Sheets
12. Signing and Pavement Marking Plans or Details as Appropriate
13. Signalization Modification Plans
14. Trail Cross Sections Sheets (scale 1"=2' or 5' by 1"=10', 20' 40', 50') as needed determined by site conditions
15. Landscaping (native species)
16. Intersection Layouts (1"=20" maximum scale)
17. Utility Adjustments Sheets

b. **Design Documentation Report:**

Technical criteria, strategic decisions, project influences and processes employed in the execution of project design and plans preparation are to be a bound document submitted to the **CITY**. At a minimum, the **CONSULTANT** is to provide the following documentation:

1. Design criteria (trail, pavement, traffic, structural, drainage, etc.)
2. Horizontal geometry
3. Vertical geometry
4. Drainage computations
5. Environmental elements and permitting
6. Bridge computations (if applicable)
7. Structural analysis / design computations
8. Quantity computations
9. Computerized information (provide in a format compatible with CITY)
10. Review comments and responses
11. Agency coordination
12. Utility coordination
13. Meetings, telephone conversations, correspondence

The preference here is for a diary or chronicle of the strategies, decision and events that lead to the preparation of these construction documents.

5.4 Structural Plans Preparation

The **CONSULTANT** is to provide all necessary and required structural design and plans preparation either as a direct element of the design or incidental to the design. These plans will be prepared consistent with FDOT's *Roadway Plans Preparation Manual, Volumes I & II*. (non-metric units), and FDOT's Structures Design Office's *Standard Drawings*. If required by the **CITY**, the graphical representation of these plans may need modification to provide clarity and presentation acceptable to the **CITY**. All structural design is to be professionally endorsed by a professional regularly practicing within the field of structural engineering.

Phase submittals for review will be in accordance with the requirements for construction plans and submitted at 30%, 60% and 100% completion stages.

5.5 Intersections, Project Termini Design & Driveways

The **CONSULTANT** is to provide all necessary design and special detailing required to adequately detail improvements to intersections, terminus points, mid-block crossings, and driveways within the project area.

5.6 Signing and Pavement Marking Plans or Details as Appropriate

The **CONSULTANT** is responsible for the preparation and design of a complete set of signing and pavement marking plans in compliance with the latest (non-metric) F.D.O.T. Standards, the Manual on Uniform Traffic Control Devices (*M.U.T.C.D.*), for the project. These plans will be included as a component part of the contract plans set and shall include all necessary side street signing and striping necessary for the safe and effective operation of vehicles and pedestrians on or crossing the roadway.

Phase submittals for review will be in accordance with the requirements for construction plans and submitted at 60% and 100% completion stages.

5.7 Landscaping Plans

The **CONSULTANT** shall be responsible for the preparation of a complete set of landscaping plans indicating vegetation preservation, pruning requirements, and planting of native species.

Phase submittal for review will be in accordance with the requirements for preliminary construction plans and submitted at 60% and 100% completion stages.

5.8 Standard Specifications and Special Provisions

6.7.1 The **CONSULTANT** will use FDOT's latest version of the "**Standard Specifications for Road and Bridge Construction**", and all technical memorandum and addenda henceforth for the standard specification on roadway and bridge construction.

5.7.2 The **CONSULTANT** is responsible to provide all Special Provisions necessary for the successful construction of the project. These Special Provisions are to be prepared in the same and complimentary format as the referenced standard specifications.

5.7.3 The **CITY** reserves the right to reject any special provision specification deemed inadequate for the project.

5.9 Environmental Impacts & Mitigation

When the project's design requires solutions to environmental impacts, the **CONSULTANT** will be responsible to address these issues. The **CITY's** first choice is to avoid these impacts, **however, where necessary mitigation, solutions will be required from the CONSULTANT. The CONSULTANT will provide cost analysis, impact negotiations support and mitigation plans preparation services.**

6.9.1 When authorized by the **CITY**, the **CONSULTANT** will provide all necessary professional services to achieve the required agency approvals and permits.

6.9.2 All solution strategies will be approved by the **CITY** prior to review with regulatory agencies.

6.9.3 The **CONSULTANT** will also provide legal descriptions and sketches of any mitigation area (if determined necessary by the appropriate jurisdictional agencies).

5.10 Engineer's Estimate of Probable Construction Cost and Quantity Computation

The **CONSULTANT** is to prepare preliminary estimates of probable construction cost estimates with unit prices based on current F.D.O.T. estimates and pay items, and estimates of construction duration.

- 5.10.1 These estimates will be provided within 60% and 100% phase submittals of the construction plans. A "final" estimate will be provided when professionally endorsed plans are delivered to the **CITY**.
- 5.10.2 The **CONSULTANT** will prepare a Summary of Pay Items plan sheet to be incorporated as part of the final construction plans.
- 5.10.3 The **CONSULTANT** will prepare and submit a complete written Quantity Computation Book, bound in hard cover, listing all quantities and their related calculations for the project. Computer and/or written computations must conform to the F.D.O.T.'s general format as outlined in the current ***Basis of Estimate Manual and Computation Manual***. The final Quantify Computation Book will be included in the design documentation report.
- 5.10.4 The **CONSULTANT** will submit to the **CITY** any necessary copies of quantity computations requested for review. "Color-coded" plan view prints will be included within the computation book as back up to the computations.

5.11 Maintenance of Traffic

The **CONSULTANT** is responsible for providing a project construction design conducive to safe maintenance of traffic for vehicles and pedestrians.

5.12 Operation and Maintenance

The **CONSULTANT** is responsible for providing an operation and maintenance plan and schedule for the trail and corridor improvements.

6.0 Environmental & Regulatory Permitting

6.1 St. Johns River Water Management District (District) & Army Corps of Engineers (ACOE)

Environmental permitting through the District is a requirement of the District and a significant element of this project. Any activities involving the District on behalf of this project: pre-application conferences, RAI meetings, field meetings, Board of Governor meetings, etc., are of keen interest to the **CITY**. Consequently, the **CONSULTANT** is to actively involve the **CITY**'s Project Manager in all of these activities.

- 6.1.1 The **CONSULTANT** is responsible for early identification of all potential District and ACOE permitting issues.
- 6.1.2 The **CONSULTANT** is to coordinate with the District and any other regulatory agencies having jurisdiction to assure that design efforts are properly directed toward permit requirements.
- 6.1.3 The **CONSULTANT** will prepare a complete permit package necessary to construct the project, including site and system design information required by and acceptable to the District and all other regulatory agencies.
- 7.1.4 The **CONSULTANT** will professionally endorse the permit package(s) for District permitting and any regulatory agency-exercising jurisdiction with the **CITY** as applicant. The **CONSULTANT** is responsible for agency coordination, all fees and information, permit package submittals, and subsequent requests for additional information necessary to secure permits from these regulatory agencies.
- 7.1.5. Current District rules delegate certain ACOE permitting responsibility to the District. Therefore, permit thresholds covered by the District will be permitted through the District.

However, if non-delegated ACOE permit thresholds are exceeded, the **CONSULTANT** is responsible to apply for required permits and respond to any questions.

7.2 Florida Department of Environmental Protection (FDEP)

Environmental permitting through the **FDEP** is a requirement of this project. Any activities involving the **FDEP** on behalf of this project: pre-application conferences, meetings, etc., are of keen interest to the **CITY**. Consequently, the **CONSULTANT** is to actively involve the **CITY** Project Manager in all of these activities.

7.2.1 The **CONSULTANT** is responsible to coordinate with **FDEP** and complete the required permit packages necessary to construct the Trails Around the World rest areas.

7.2.2 The **CONSULTANT** will professionally endorse the permit package(s) for **FDEP** permitting.

7.2.3 The **CONSULTANT** is responsible for agency coordination, all fees and information, permit package submittals, and subsequent requests for additional information necessary to secure permits from **FDEP**.

6.3 NPDES

The **CONSULTANT** is responsible to apply for appropriate permits, notices, clearances, etc. from the Environmental Protection Agency (or State of Florida if delegated) regarding the construction of this project.

6.4 Florida Fish and Wildlife Conservation Commission (FFWCC)

The **CONSULTANT** is responsible for obtaining appropriate permits, notices, clearances, etc. from the FFWCC regarding the construction of this project. **In particular, a gopher tortoise permit may be required.**

7.0 Lake County, FDOT, Utilities Companies & Other Agency Coordination & Relocation

Coordination with **Lake County**, utility companies (**FPC, Leesburg Electric**), public agencies and others is of critical importance to the cost and overall success of the project. Accordingly, the **CONSULTANT** is responsible to coordinate all design activities with these groups to ensure adequate opportunity on their behalf to address design and construction issues.

7.1 The **CONSULTANT** is responsible to contact each agency having an interest in this project. The **CONSULTANT** is to coordinate their interest with the design of the project, as necessary, to work towards solutions acceptable to the **CITY** & these groups.

7.2 Contact with these groups is to occur at the notice to proceed, and at necessary intervals to incorporate comments and with a set of "final" plans delivered to these groups after the **CONSULTANT** has professionally endorsed the final plans. Two (2) plan sets are to be delivered to each group for review and comment at each phase submission stage. One (1) set is to be returned to the **CITY** for review and one (1) set is for action by the **CONSULTANT**. If only one (1) set is returned, the **CONSULTANT** will send the **CITY** a copy of any comments.

8.0 Deliverables / Phase Submission Documents

The Final Design Plans and support documents will be submitted to the **CITY** for review and approval at specific junctures or completion stages. The Project Manager is to receive phased plan submissions with the indicated number of plan sets and type of materials. Each plan set submitted will have the percentage complete for that submittal clearly indicated on the first sheet of each set of plans.

8.1 60% Design Documents Submission [Three (3) weeks ± for CITY Review time]

- Ten (10) sets of prints of Construction Plans
- Preliminary estimate of probable cost.
- Final Drainage Design and documentation (with maps, comps, etc.)

8.2 100% Design Documents Submission [Three (3) weeks± for CITY Review time]

- Ten (10) sets of prints Construction Plans.
- Two (2) final cost estimates.
- Two (2) sets of bid forms.
(Provide forms on 3½" disk, Microsoft Office / Microsoft Word v 6.0 compatible).
- Two (2) Design Documentation Reports.
- Contract Documents and Specifications.

Notes:

1. All plan submittals, including drainage maps, shall be on half-size prints.
2. Signed and sealed prints for final submittal will be half-size, bond quality.
3. When aerial photography is used as a base, the half-size prints will be halftone, clear, Photo-Mechanical Transfers (PMT's) or equivalent quality.
4. 100% Design submittal may require multiple submittals to satisfactorily address **CITY** review comments and will not be considered a final submittal until all **CITY** concerns are adequately addressed.

8.3 General Phase Submission Comments

- 8.4.2 Phase submittals of construction plans shall not be considered complete if applicable individual component parts, such as signals, signing and pavement markings, utility adjustments, maintenance of traffic, bridge plans, etc., are not included with the submittal.
- 8.4.3 Prior to any phase submittal, the **CONSULTANT** will meet with the **CITY** project manager to review the **CONSULTANT's** QA/QC documentation and check sets prior to final printing. Contract time will not be suspended if the submittal is found to be incomplete in content or adherence to QA/QC procedures.
- 8.4.4 If the **CITY** determines that the phase submittal is incomplete, the **CONSULTANT** is to pick-up the submittal, make it complete and resubmit. The **CITY** may require additional data if determined by individual project requirements.
- 8.4.5 Phase submittals of Construction Plans, Drainage Computations or Right-of-Way Maps will not be considered representative of the percent complete indicated until they have been reviewed and accepted by the **CITY**.
- 8.4.6 In addition to the required phase submittals, upon request, the **CONSULTANT** will furnish copies of miscellaneous plan sheets and plan sets (10 anticipated) for the **CITY** and other agencies to review throughout the design process.

9.0 Post Design Services

These services are intended to address changed conditions that occur following acceptance of final plans. The **CONSULTANT** will provide to the **CITY** additional services as required to satisfactorily complete construction. These services are intended to deal with changed conditions or services not covered and are not intended for instances of **CONSULTANT** error and/or omissions.

The **CONSULTANT** is responsible to provide the following required professional services as requested:

9.1 Plans Update and Maintenance: The **CONSULTANT** will perform engineering analyses and/or make revisions to original reproducibles or special provisions, as requested by the **CITY**, to reflect additions, deletions and/or modifications prior to and subsequent to construction advertising. Whenever original reproducibles are changed, the **CONSULTANT** will submit to the **CITY** one (1) set of signed and sealed prints of the revised sheets with the revised reproducibles.

9.2 Construction Assistance: The **CONSULTANT** will provide to the **CITY** qualified representation during the construction phase concerning the intent and interpretation of the construction plans and documents. Should changed conditions be encountered in the field and when requested by the **CITY**, the **CONSULTANT** will respond in a timely manner with suitable engineering solutions which take into account the changed conditions.

On site appearance of **CONSULTANT** will be made during construction at the request of the **CITY**.

During construction, the **CITY** may request the **CONSULTANT** to review contractor proposed field changes or to respond with a recommended solution to remedy particular field situations not covered by the plans and specifications.

9.3 Permit Updates: The **CONSULTANT** will provide valid permits extending through construction. The **CONSULTANT** will apply for and provide the necessary information to modify, extend or renew required permits, prior to or subsequent to construction advertising.

9.4 Review Structural Shop Drawings: The **CONSULTANT** will review structural shop drawings during construction as needed.

9.5 Survey Update: The **CONSULTANT** will provide additional field survey updates prior to and during the construction contract.

9.6 Maintenance Recommendations: The **CONSULTANT** will provide maintenance recommendations, schedules, and costs for the trail improvements.

These descriptions provide a non-exclusive summary of the specific tasks within this Scope-of-Services and are the minimum criteria for project performance and execution.

EXHIBIT B
Fee Proposal

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Leesburg Wildwood Trail Design
 Client: City of Leesburg
 RFP: 05-008

Consultant Name: Inwood Consulting Engineers

Date: 10/27/2008
 Estimator: David Graeber

Staff Classification	Total Staff Hours From "SH"		Project Manager	Senior Engineer	Project Engineer	Engineer Intern	Designer	Senior Scientist	Scientist	Public Involvement Specialist	Clerical	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
	Summary -																
3. Project General and Project Common Tasks	356		\$52.76	\$54.08	\$41.03	\$28.04	\$26.50	\$43.26	\$24.00	\$23.00	\$15.00	\$10.00	\$10.00	\$10.00	356	\$15,494	\$43.52
4. Roadway Analysis	266		57	29	86	57	57	0	0	0	0	0	0	0	286	\$11,213	\$39.21
5. Roadway Plans	225		45	23	88	45	45	0	0	0	0	0	0	0	226	\$8,662	\$39.21
6. Drainage Analysis	294		88	88	59	59	0	0	0	0	0	0	0	0	294	\$13,477	\$45.84
7. Utilities	62		25	16	41	0	0	0	0	0	0	0	0	0	62	\$3,667	\$47.15
8. Environmental Permits, Compliance & Clearances	194		19	0	0	0	0	116	58	0	0	0	0	0	193	\$7,413	\$38.41
Total Staff Hours	1,437		412	209	290	161	102	116	58	53	36	0	0	0	1,437	\$60,325.13	\$41.98
Total Staff Cost			\$21,737.12	\$11,302.72	\$11,898.69	\$4,514.44	\$2,703.00	\$5,018.16	\$1,392.00	\$1,219.00	\$540.00	\$0.00	\$0.00	\$0.00		\$60,325.13	\$41.98

Check = \$60,325.13

SALARY RELATED COSTS:

OVERHEAD: 136%
 OPERATING MARGIN: 32%
 FCCM (Facilities Capital Cost Money): 0.44%
 EXPENSES: 5.06%

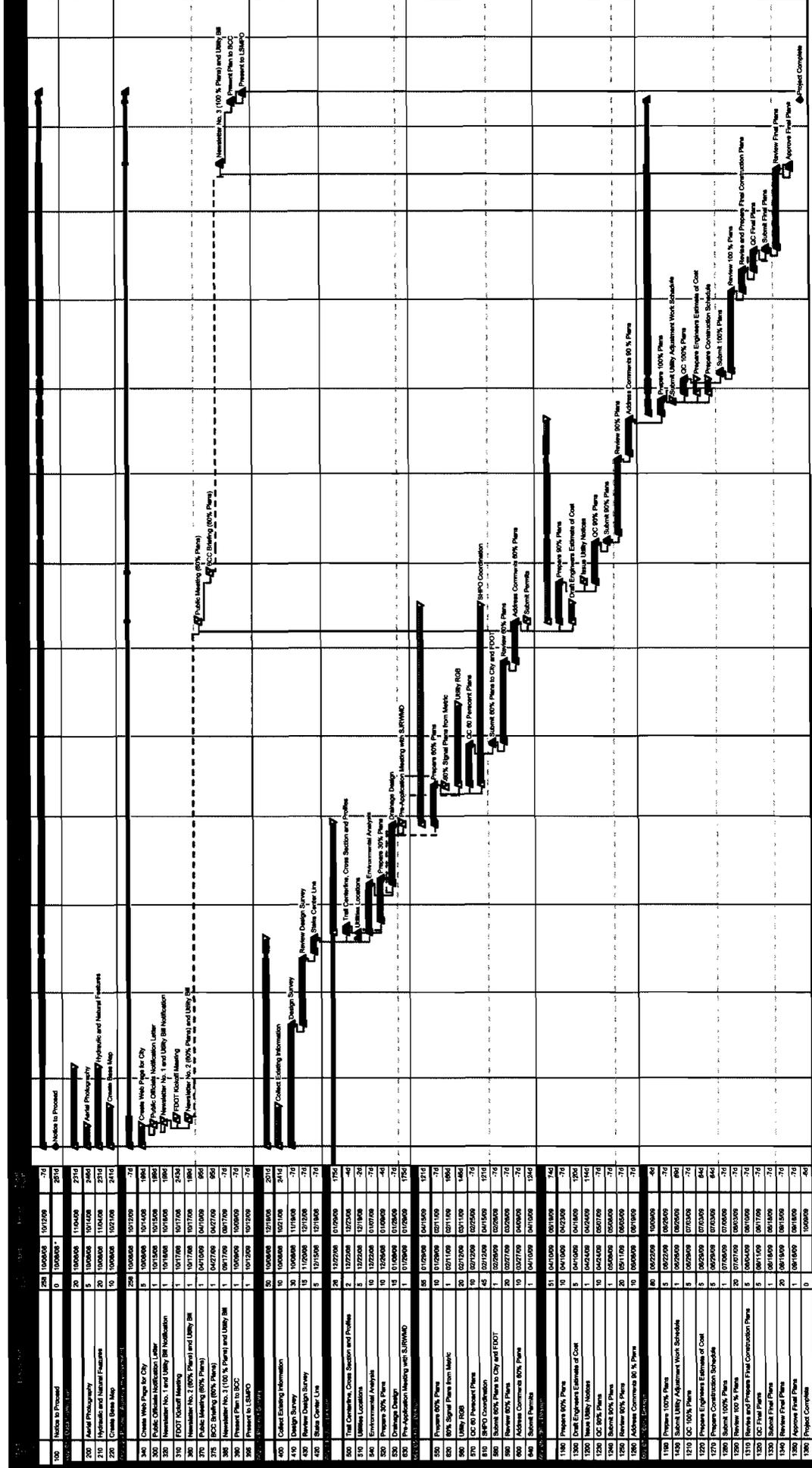
SUBTOTAL ESTIMATED FEE:

Subconsultant: SEARCH \$165,134.60
 Subconsultant: Southeastern \$11,501.05
 Subconsultant: Metric \$28,535.00
 Subconsultant: Nodarse \$15,252.85
 Subconsultant: GEC \$4,785.00
 Subconsultant: Sub 6 \$38,791.50
 Subconsultant: Sub 7 \$0.00
 Subconsultant: Sub 8 \$0.00
 Subconsultant: Sub 9 \$0.00
 Subconsultant: Sub 10 \$0.00
 Subconsultant: Sub 11 \$0.00
 Subconsultant: Sub 12 \$0.00
SUBTOTAL ESTIMATED FEE: \$284,000.00

EXHIBIT C
Project Schedule

Leesburg - Wildwood Trail Design

City of Leesburg



Task ID	Task Name	Start Date	End Date	Duration (Days)
100	Notice to Proceed	01/2018	01/2018	1
101	Final Photography	01/2018	01/2018	1
102	Hydrology and Natural Features	01/2018	01/2018	1
103	City Council Meeting	01/2018	01/2018	1
104	Public Meeting (80% Plans)	03/2018	03/2018	1
105	Public Meeting (100% Plans)	05/2018	05/2018	1
106	City Council Meeting	06/2018	06/2018	1
107	Design Survey	07/2018	07/2018	1
108	Final Construction	01/2019	01/2019	1
109	Project Complete	03/2019	03/2019	1

Key dates and milestones:

- Notice to Proceed: 01/2018
- Public Meeting (80% Plans): 03/2018
- Public Meeting (100% Plans): 05/2018
- City Council Meeting: 06/2018
- Design Survey: 07/2018
- Final Construction: 01/2019
- Project Complete: 03/2019

Project Summary:

Project Name: Leesburg - Wildwood Trail Design

Project Manager: [Name]

Project Start Date: 01/2018

Project End Date: 03/2019

EXHIBIT D
Sub-Consultant Fee Proposals



**Geotechnical
and
Environmental
Consultants, Inc.**

At the very foundation of our community

October 9, 2008

Inwood Consulting Engineers, Inc.
3000 Dovera Drive, Suite 200
Oviedo, Florida 32765

Attention: Mr. David Graeber, P.E.

Subject: Proposal for Geotechnical and Environmental Services
LEESBURG-WILDWOOD AND GARDENIA TRAILS
Leesburg-Wildwood Trail - From Near Jones Drive/Veech Road
Intersection to Near North 13th Street
Gardenia Trail - From RR Crossing approximately 900 ft Northwest of
the Center Street/US 27 intersection to Griffin Road
Leesburg, Florida
GEC Proposal No. 5863GE

Dear Mr. Graeber:

Geotechnical and Environmental Consultants, Inc. (GEC) is pleased to participate on the Inwood Team for the above-referenced project. GEC's services on this project will include geotechnical engineering and environmental (contamination) consulting activities. This proposal is based on the Scope of Work (SOW) defined during the GEC/Inwood phone conference, conducted on October 2, 2008, and standard geotechnical and environmental practices for this type of project. This proposal outlines our approach to the project, presents our fee proposal, and identifies specific assumptions made for the tasks presented herein.

PROJECT UNDERSTANDING

The project consists of two proposed intersecting trails, the Gardenia Trail and Leesburg-Wildwood Trail. Combined, the proposed trails are approximately 3.3 miles in length and they run mostly along the existing (abandoned) CSX rail corridor in Leesburg, Lake County, Florida. We understand that the City of Leesburg currently owns the right-of-way for the abandoned rail beds. It is understood that the existing rail ties will be removed, since they are in poor condition and cannot be incorporated into the trail design, and the ballast stone is to remain.

Project plans include construction of a 14-foot wide asphalt trail, and the majority of the trail will be constructed on the existing rail bed. Based upon the anticipated trail alignments, it is unlikely that the trails will be constructed in wetland areas; therefore, boardwalks are not anticipated. No trailheads or bridges are anticipated for these trails, and approximately 5,280 linear feet of shallow drainage swales are anticipated. Two-foot to five-foot high gravity walls, amounting to approximately 2,000 linear feet, are anticipated for this project. No other wall types are expected.

PROJECT APPROACH

Geotechnical Services

To satisfy the outlined project requirements, GEC proposes a geotechnical evaluation concentrating on the existing railroad alignment, drainage concerns, cut/fill areas, and areas with potential deleterious soils. GEC will review available USDA National Resources Conservation Service (NRCS) soil survey maps, perform a site reconnaissance of the alignment to identify other geotechnical conditions that may not be represented on the NRCS maps that could affect the trail alignment, perform soil borings, field permeability tests, and manual muck probes as needed based on the design parameters, and summarize the findings.

- ◆ GEC anticipates the geotechnical scope to consist of approximately 35 hand auger borings to a depth of up to 5 feet, spaced at approximately 500-foot intervals along the planned alignment.
- ◆ The alignment passes through limited areas of expected organic soils, and in these locations, muck probes and/or additional auger borings would be needed to better define the limits of the organic soils. We estimate a total of approximately 10 hours of muck probe time for the probable muck areas along a 1,000-foot long region near the intersection of Montclair Road and South Street.
- ◆ For the proposed 5,280 linear feet of swales, GEC proposes 18 auger borings to a depth of 5 feet spaced at approximately 300-foot intervals along the swale alignment and 9 permeability tests spaced at approximately 600-foot intervals.
- ◆ For the proposed gravity walls, amounting to approximately 2,000 linear feet, GEC proposes 10 auger borings to a depth of 6 feet at approximately 200-foot intervals along the proposed wall alignments.

- ◆ Testing and classification of the soils will be performed in our FDOT-certified laboratory.

We will issue a geotechnical engineering report, which will document the muck probe, permeability, soil boring and laboratory test results, and present our recommendations relative to trail design, swale design, and gravity walls. Our services do not include any analyses for any structure foundations besides the gravity walls. The geotechnical services are presented as Task 1 in Attachment 1 to this proposal.

Environmental Services

Overview

GEC conducted a Level 1 Assessment (contamination screening evaluation) for the project alignment during the Project Development and Environment (PD&E) study in 2005/2006. Additionally, GEC reviewed a Phase I/Phase II environmental site assessment (ESA) report for this alignment that was conducted by Environmental Compliance Technologies, Inc. (ECT) for the City of Leesburg in 2004. Due to the recent nature of the Level 1/Phase I data and since the City of Leesburg owns the right-of-way, a Level 1 or Phase I update is not recommended. Additional Level 2 or Phase II assessments are also not anticipated for the potential contamination sites identified in the Level 1 and Phase I reports, based on the information in ECT's report and our understanding that the trail design will likely not impact groundwater in the vicinity of these sites. **Although Level 1 and Level 2 assessments are typically conducted during the design phase, in our opinion, the availability of various recent data sources presents the opportunity to reduce overall project costs by eliminating these tasks.**

Additional assessment activities are recommended for the rail bed. ECT conducted limited testing along the centerline of the rail bed as part of the Phase II ESA conducted in 2004. Based on review of that report, various areas along the trail exhibited arsenic concentrations below current Florida Department of Environmental Protection (FDEP) commercial/industrial direct exposure criteria of 12 milligrams per kilogram (mg/kg). However, multiple samples exhibited arsenic concentrations above the FDEP residential direct exposure criteria of 2.1 mg/kg. Although this indicates that potential exposures to construction workers may not be an issue, the presence of arsenic above residential criteria poses some risk since the trail will be used for recreational purposes. The FDEP has used the residential criteria for recreational use facilities, including trails. Therefore, it is important to determine the extent of the arsenic impacts so that appropriate use of the impacted soils (excavation/removal, use as trail subbase, or capping with appropriate cover)

can be incorporated into the design. It is noted that ECT recommended additional testing to identify the nature and extent of contamination along the rail bed in the Phase II ESA report.

As indicated herein, railroad ties are located throughout the trail alignment. Ties were typically treated with petroleum products to prevent degradation. Therefore, they typically require special handling and disposal procedures. During the PD&E study, GEC conducted preliminary cost evaluations for various handling and disposal options. However, costs and disposal requirements may have changed since the PD&E study. It is understood that the ties will be removed from the rail bed since they are primarily in poor condition. Therefore, GEC proposes to re-evaluate handling and disposal options and costs as part of the design phase.

Railroad Bed and Railroad Ties – Assessment Scope

GEC proposes to conduct various activities associated with the identified chemical contaminants along the former railroad bed to: (i) develop design criteria to minimize unwarranted exposures during trail construction and future recreational use and (2) provide handling and disposal options and costs for existing railroad ties. The environmental tasks are presented as Task 2 below and in Attachment 1.

Task 2.1 – General Design-Related Contamination Issues Technical Memorandum.

GEC proposes to develop a Technical Memorandum that provides a summary of the Phase II ESA data from the ECT report, identify data gaps that would need to be addressed for development of trail design criteria, and provides a summary of the mitigation options based on the previous data. It is proposed that this task is conducted early in the design phase so the information provided in the Technical Memorandum can be used in conjunction with trail design activities.

Additionally, GEC proposes to address issues associated with handling and disposal of the existing railroad ties during Task 2.1. GEC proposes to collect up to 5 samples for characterization testing of the existing railroad ties and provide recommendations and cost ranges for handling and disposal based on the results.

GEC proposes the Technical Memorandum format to streamline reporting costs by including brief narratives on the scope, results, and recommendations and providing the majority of the data in tabular and graphic format.

Task 2.2 – Arsenic Soil Testing. GEC recommends soil samples be collected for arsenic analysis along the alignment. ECT collected multiple soil samples along the alignment in 2004. However, the majority of the samples were not analyzed for arsenic, and multiple samples exhibited arsenic criteria above established FDEP default direct exposure criteria. Therefore, additional testing is recommended to provide information that is critical to the design and to minimize liability associated with potential arsenic exposures during future trail usage. GEC proposes to conduct the arsenic testing in two events:

- ◆ **Event 1** – Collect up to 50 soil samples (approximately 500-ft centers for the length of the trail) along the centerline of the railroad bed from 0-1 ft below existing land surface (ft bls) and other cut areas (swales) to identify the potential for FDEP default criteria exceedances. Samples will be analyzed for arsenic via EPA Method 6010 or 200.7. This event would be conducted once general trail design parameters were known including locations of cut and fill areas and locations and limits of drainage swales.
- ◆ **Event 2** – Collect up to 60 soil samples for arsenic analysis based on the results of Event 1 (assuming 15 samples from Event 1 exceed FDEP criteria and accounting for delineation samples collected north, south, east and west of the Event 1 sample location). This event would be conducted to delineate direct exposure impacts in surface soil (0-1 ft bls) and would be required to estimate impacted soil volumes and associated cost estimates for off-site disposal or on-site capping.

Following completion of Events 1 and 2, GEC will prepare a report that provides the scope and rationale for the assessment activities, provides sub-meter Global Positioning System (GPS) sampling locations, and provide recommendations for consideration by the design team.

Meetings

GEC has included costs for attendance at up to four design team meetings. The following provides a summary of anticipated design team meetings that may require our attendance:

- ◆ Project Kickoff;
- ◆ Completion of Task 1;
- ◆ Completion of Task 2.1; and

- ◆ Completion of Task 2.2.

ASSUMPTIONS

GEC has made certain assumptions in developing this cost proposal. These assumptions are listed below.

- ◆ All field geotechnical investigations will be conducted following identification of a final preferred alignment.
- ◆ Approximately 5,280 feet of swales will be included as part of the final design and no stormwater ponds are anticipated.
- ◆ Approximately 2,000 feet of gravity walls will be included as part of the final design.
- ◆ Scaled drawings of the final trail alignment will be provided to GEC prior to our field mobilization to facilitate staking in the field.
- ◆ The centerline of the final alignment will be pre-staked at a minimum of 1,000-foot intervals for the length of the trail. For portions of the trail that are located on the rail bed, the centerline and the edges of the trail will be pre-staked at a minimum of 1,000-foot intervals.
- ◆ Geotechnical or environmental testing of ballast stone will not be required.
- ◆ Testing for chemical parameters other than arsenic for the rail bed sampling activities will not be required.
- ◆ Costs are not included for surveying. It is understood that geographic coordinates of all sampling locations will be determined by Global Positioning System (GPS) or other means by a designated team member following completion of our fieldwork.
- ◆ Costs are not included for coordination/meetings with regulatory agencies.

COST ESTIMATE AND SCHEDULE

Attachment 1 provides a breakdown of our scope of work and estimated fee. The actual units of work shown on Attachment 1 may vary to meet the needs of the project; however, the estimated fee will not be exceeded without prior approval. This fee includes 6 copies of our reports. Extra copies can be provided at an additional cost.

Our schedule to complete the geotechnical scope of work will be 4 to 5 weeks from notice to proceed, receipt of plans showing the trail, swales, and walls and the field staking of the alignment for us. Our schedule to complete Task 2.1 of the environmental is approximately 3 to 4 weeks from notice-to-proceed.

CLOSURE

To authorize us to proceed, please sign and return to us one copy of the attached Proposal Acceptance Sheet.

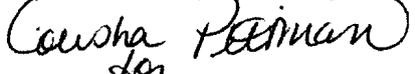
We appreciate the opportunity to provide this proposal and we look forward to working with the Inwood Team on this project. If you have any questions regarding this proposal, or if we may be of further assistance, please contact the undersigned.

Very truly yours,

GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC.



Keith K. Fisher
Assistant Project Manager



for
Christopher P. Meyer, P.E.
Geotechnical Services Manager



Joseph M. Governale, P.G.
Senior Geologist



Michael A. Orcino, P.E.
Environmental Services Manager

KKF/JMG/CPM/crp

Attachment 1
 Geotechnical and Environmental Services
LEESBURG-WILDWOOD AND GARDENIA TRAILS
 Leesburg, Florida
 GEC Proposal No. 5863GE

<u>Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Rate</u>	<u>Cost</u>
<u>TASK 1 - Geotechnical Services</u>				
1.1 2-Man Soil Survey Crew: Staking and Manual Muck Probes	2	day	\$1,000.00	\$2,000.00
1.2 Mobilization of Drilling Crew and Equipment Auger Borings for Trail Alignment, 5,280 feet of Swales and 2,000 feet of Gravity Walls	1	each	\$500.00	\$500.00
1.3 (53 @ 5 ft) and (10 @ 6 ft)	325	feet	\$9.50	\$3,087.50
1.4 Field Permeability Tests	9	each	\$300.00	\$2,700.00
1.5 Geotechnical Laboratory Soil Testing				
1.5.1 Organic Content	8	each	\$45.00	\$360.00
1.5.2 Percent Fines	16	each	\$40.00	\$640.00
1.5.3 Natural Moisture Content	12	each	\$12.00	\$144.00
1.5.4 Atterberg Limits	4	each	\$80.00	\$320.00
1.6 Analysis and Reporting				
1.6.1 Senior Engineer	8	hour	\$150.00	\$1,200.00
1.6.2 Staff Engineer	24	hour	\$100.00	\$2,400.00
1.6.3 CADD Draftsman	12	hour	\$75.00	\$900.00
1.6.4 Secretary	6	hour	\$55.00	\$330.00
			Task 1 Subtotal	\$14,581.50
<u>TASK 2 - Environmental Services</u>				
2.1 Rail Tie Sampling and Technical Memorandum				
2.1.1 Two-man field crew - Site Reconnaissance and Rail Tie Sampling	12	hour	\$125.00	\$1,500.00
2.1.2 Rail Tie Sampling - TCLP analysis	5	each	\$400.00	\$2,000.00
2.1.3 Senior Engineer	4	hour	\$150.00	\$600.00
2.1.4 Staff Engineer	24	hour	\$100.00	\$2,400.00
2.1.5 CADD Draftsman/GIS	12	hour	\$75.00	\$900.00
2.1.6 Secretary	4	hour	\$55.00	\$220.00
2.2 Arsenic Soil Testing and Reporting				
2.2.1 Two-man field crew - Arsenic Soil Sampling (Event 1 and Event 2)	40	hour	\$125.00	\$5,000.00
2.2.2 Arsenic Analysis	110	each	\$15.00	\$1,650.00
2.2.3 Senior Engineer	10	hour	\$150.00	\$1,500.00
2.2.4 Staff Engineer	40	hour	\$100.00	\$4,000.00
2.2.5 CADD Draftsman/GIS	16	hour	\$75.00	\$1,200.00
2.2.6 Secretary	8	hour	\$55.00	\$440.00
			Task 2 Subtotal	\$21,410.00
<u>TASK 3 - Project Meetings</u>				
3.1 Senior Engineer	8	hour	\$150.00	\$1,200.00
3.2 Staff Engineer	16	hour	\$100.00	\$1,600.00
			Task 3 Subtotal	\$2,800.00
			TOTAL ESTIMATE	\$38,791.50

Notes:

- 1) Does not include trail drainage swale Volume Recovery Analysis.
- 2) Optional stormwater Volume Recovery Analyses can be provided for \$500.00 per analysis.
- 3) Assumes stationing survey baseline exists for the alignment and that the alignment is staked as specified in our proposal.
- 4) TCLP - Toxicity Characteristics Leaching Procedure.
- 5) Meeting labor estimates include preparation and attendance time.



October 9, 2008
Project No. 01-08-0529-101

Mr. Khaled Shaaban, Ph.D., P.E.
Metric Engineering
615 Crescent Executive Court, Suite 524
Lake Mary, Florida 32746

Proposal for Subsurface Exploration and Geotechnical Engineering Evaluation
Proposed Mast Arm Signals at U.S. 27 and Center Street
Leesburg, Lake County, Florida

Dear Mr. Shaaban:

This letter summarizes **Nodarse & Associates, Inc. (N&A's)** scope of work for the above-referenced project. The attached cost estimate table includes costs associated with N&A's scope of work. The scope of services for this project was based on information supplied by you on October 8, 2008.

The project concerns U.S. 27 at the intersection of Center Street in Leesburg, Lake County, Florida. We understand that up to two (2) mast arm signal poles are to be constructed at this intersection.

N&A proposes to perform a total of two (2) Standard Penetration Test (SPT) borings to a depth of 30 feet and two (2) auger borings to a depth of 10 feet at or near the proposed mast arm locations. We anticipate that several boring locations will be inaccessible to our drill rigs due to overhead utilities and the electric subtraction in the southwest corner. As a result, lane closures using signs, barricades and a flashing arrow board will be used.

Engineering services will include coordination of all field and laboratory testing. After completion of the field and laboratory phases of the project, a report will be prepared with all of the data obtained and recommended soil parameters for foundation design.

GAINESVILLE
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Unit prices are shown on the attached cost estimate table. In accordance with the proposed scope of services and these unit prices, we estimate the total cost of the project to be **\$4,785.00** for the geotechnical services. Estimates may vary and additional items in the contract may be used to meet the project requirements. Prices will adhere to the fee schedule and remain under the authorized upset limit. We will not exceed this figure without authorization from you.

We look forward to working with you on this project. If you should have any questions concerning the contents of this proposal, or if we can be of further service to you, please do not hesitate to call.

Sincerely,

NODARSE & ASSOCIATES, INC.



Tom Kunzen, E.I.
Project Engineer



Douglas W. Baker, P.E.
Senior Geotechnical Engineer, AVP

Attachment: Geotechnical Scope of Services Cost Estimate Table.

COST ESTIMATE

Description: Proposed Mast Arm Signals at U.S. 27 and Center Street, Lake County, Florida

Item Number	Description	Units	Contract Unit Price	Negotiated Units	Extended Price	
1.0 Field Exploration						
A.	Mobilization of Crew and Mudbug Equipment	Each	\$500.00	1	\$500.00	
B.	Standard Penetration Test Borings (2 to 30 lf.) - 0 to 50 feet	LF	\$12.50	60	\$750.00	
C.	Grout Seal Boreholes	LF	\$5.00	60	\$300.00	
D.	Auger Borings (2 to 10 lf.)	LF	\$10.00	20	\$200.00	
E.	Signs/Barricades and Flashing Arrow Board	Per Day	\$400.00	2	\$800.00	
F.	Site Reconnaissance/Utility Coordination - Senior Engineering Technician	Per Hour	\$65.00	8	\$520.00	
					Field Exploration Subtotal:	\$3,070.00
2.0 Laboratory Testing						
A.	Visual Classification - Senior Engineering Technician	Per Hour	\$65.00	1	\$65.00	
B.	Grain Size (-200)	Each	\$40.00	3	\$120.00	
C.	Atterberg Limits	Each	\$60.00	2	\$120.00	
					Laboratory Testing Subtotal:	\$ 305.00
3.0 Engineering and Technical Services						
A.	Senior Engineer	Per Hour	\$150.00	2	\$300.00	
B.	Project Engineer	Per Hour	\$90	8	\$720.00	
C.	Administrative Assistant	Per Hour	\$47.50	4	\$190.00	
D.	CADD Technician	Per Hour	\$50.00	4	\$200.00	
					Engineering and Technical Services Subtotal	\$1410.00
					TOTAL PROPOSED BUDGET	\$4785.00

Project Activity 21: Signalization Analysis

Estimator: K. Shaaban

Leesburg-Wildwood Trail

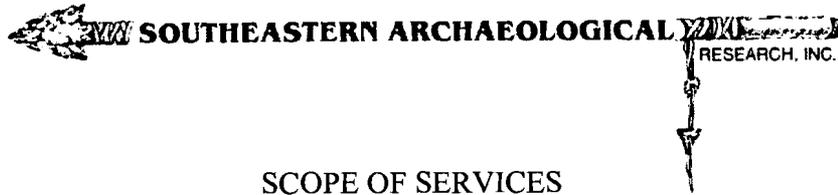
Task No.	Task	Units	No. of Units	Hours/Units	Total Hours	Comments
21.1	Traffic Data Collection	LS	0	0	0	
21.2	Traffic Data Analysis	PI	1	5	5	
21.3	Signal Warrant Study	LS	0	0	0	
21.4	System Timings	LS	0	0	0	
21.5	Reference and Master Signalization Design File	PI	1	32	32	
21.6	Reference and Master Interconnect Communication Design File	LS	0	0	0	
21.7	Overhead Street Name Sign Design	EA	2	2	4	
21.8	Pole Elevation Analysis	LS	1	2	2	
21.9	Traffic Signal Operation Report	LS	0	0	0	
21.10	Quantities	LS	1	10	10	
21.11	Cost Estimate	LS	1	10	10	
21.12	Technical Special Provisions	LS	1	4	4	Interconnect (Fiber Optic Pullbox)
Signalization Analysis Technical Subtotal					67	
21.13	Field Reviews	LS	1	12	12	Assume 1 person per trip x 6 hrs trip x 2 trips
21.14	Technical Meetings	LS	1	8	8	Assume 1 person per meeting x 4 hrs meeting x 2 meetings
21.15	Quality Assurance/Quality Control	LS	%	5%	3	
21.16	Independent Peer Review	LS	%	0%	0	
21.17	Supervision	LS	%	5%	3	
Signalization Analysis Nontechnical Subtotal					26	
21.18	Coordination	LS	%	2%	2	
19. Signalization Analysis Total					95	

Project Activity 22: Signalization Plans

Estimator: K. Shaaban

Leesburg-Wildwood Trail

Task No.	Task	Scale	Units	No of Units	Hours/Unit	No. of Sheets	Total Hours	Comments
22.1	Key Sheet		Sheet	1	4	1	4	
22.2	Summary of Pay Items-including CES Input		Sheet	0	0	0	0	
22.3	Tabulation of Quantities		Sheet	1	8	1	8	
22.4	General Notes/Pay Item notes		Sheet	1	4	1	4	
22.5	Plan Sheet		Sheet	1	6	1	6	
22.6	Interconnect Plans		Sheet	0	0	0	0	
22.7	Traffic Monitoring Site		EA	0	0	0	0	
22.8	Guide Sign Work Sheet		EA	0	0	0	0	
22.9	Special Details		Sheet	0	0	0	0	
22.10	Special Service Point Details		EA	0	0	0	0	
22.11	Mast Arm / Monotube Tabulation Sheet		PI	1	3	1	3	
22.12	Strain Pole Schedule		PI	0	0	0	0	
22.13	TCP Signal (Temporary)		EA	0	0	0	0	
22.14	Temporary Detection Sheet		PI	0	0	0	0	
22.15	Utility Conflict Sheet		Sheet	0	0	0	0	
22.16	Interim Standards		LS	0	0	0	0	
Signalization Plans Technical Subtotal								
						5	25	
22.17	Quality Assurance/Quality Control		LS	%	5%	0	1	
22.18	Supervision		LS	%	5%	0	1	
22. Signalization Plans Total						5	27	



SCOPE OF SERVICES
SOUTHEASTERN ARCHAEOLOGICAL RESEARCH, INC.
Cultural Resource Support for the
Leesburg Trail Design Project, Lake County, Florida
October 7, 2008

Southeastern Archaeological Research, Inc. (SEARCH) will provide cultural resource support for the design phase of the Leesburg Trail project (FM# 417600-1) in Lake County, Florida. For this project, SEARCH will attend one meeting to coordinate with the Florida Division of Historical Resources for possible impacts to the Tropical Florida Railroad Corridor (8LA3417), the Herlong Packing Company Warehouse (8LA115), the Seaboard Air Line Depot (8LA1394), and the Stivender Mansion (8LA99).

SEARCH will recommend historic fabric associated with the Tropical Florida Railroad Corridor (8LA3417) for inclusion in the trail design.

SEARCH will conduct up to two reviews of the trail design.

SEARCH will provide recommendations for the public interpretation options for the Tropical Florida Railroad Corridor (8LA3417), the Herlong Packing Company Warehouse (8LA115), the Seaboard Air Line Depot (8LA1394), and the Stivender Mansion (8LA99). Interpretation content and design are not included in this project phase.

Assumptions

- Agency coordination will not exceed 16 manhours.
- Up to two trail designs will be reviewed.
- Public interpretation content and design is not included in this project phase and will be developed and produced during the construction phase.
- Any requests for additional work or work over the 116 manhours allotted will require a supplemental agreement.
- Any changes to the location, size, or orientation of any project feature or the removal, replacement, or addition of a project feature will be considered a change order and will require a supplemental agreement.
- Requests for interim reports will require a supplemental agreement.

Deliverables

- Agency meeting minutes
- Comments on design documents
- Technical memorandum: Public Interpretation Recommendations
- Technical memorandum: Railway-related Historic Fabric Recommendations

Cost

SEARCH will conduct this project with 116 manhours for a lump sum cost of \$11,501.05.

James M. Dunn, II, P.S.M.
Brian R. Garvey, P.E.
Gary B. Krick, P.S.M.
Myron F. Lucas, P.S.M.
Thomas K. Mead, P.S.M.
Timothy O. Mosby, P.S.M.
James L. Petersen, P.S.M.
Larry W. Prescott, P.S.M.
William C. Rowe, P.S.M.
George E. Snyder, P.S.M.
Tony G. Syfrett, P.S.M.



T. Wayne Yongue, P.S.M.
Roger Lonsway, P.S.M. (Retired)
Steven L. Anderson, Jr., S.I.T.
Brad J. Lashley, S.I.T.
Abraham I. Remchuk, S.I.T.
Donna L. Canney, C.S.T. IV
Frank B. Henry, C.S.T. IV
David M. Rentfrow, C.S.T. IV
Margarita Slavkova, C.S.T. IV
Celeste B. van Gelder, C.S.T. IV

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

September 30, 2008

Via email: dgraeber@inwoodinc.com

Mr. David Graeber, P.E.
Inwood Consulting Engineers, Inc.
3000 Dovers Drive, Suite 200
Oviedo, Florida 32765

**RE: Leesburg-Wildwood Trail/Gardenia Trail Phase 1 (approximately 17,500')
Sections 20, 21, 22 & 23, Township 19 South, Range 27 East, Lake County, Florida**

Dear Mr. Graeber,

We are pleased to submit our proposal for surveying services on the above referenced project.

SCOPE OF WORK:

Provide Surveying Services in accordance with Chapter 61G17-6 F.A.C. to include the following:

Project Limits:

Begin 150± feet West of the intersection of the former rail road with Jones Road/Veech Road intersection; run East along the former rail road corridor to the intersection of the former rail road corridor with 13th Street. From the intersection of the former Seaboard Airline Rail Road and the former Atlantic Coast Line Rail Road run North along the former Atlantic Coast Line Rail Road to the Southerly end of the paved portion of the bus entrance road to Carver Heights Middle School (500± feet South of Griffin Road). SR 25/US 27 from the former Seaboard Airline Rail Road South to include the Center Street intersection.

1. Recover the original horizontal and vertical control points along the former Seaboard Air Line Rail Road corridor.
2. Recover horizontal control points along the former Atlantic Coast Line Rail Road (North/South) North of the former Seaboard Air Line Rail Road.
3. Set control points along US 27 from the rail road corridor to the Center Street intersection.
4. Run vertical control for cross-sections throughout the corridor. Set benchmarks for future construction.

Page 2

Mr. David Graeber, P.E.

Leesburg-Wildwood Trail/Gardenia Trail Phase 1 (approximately 17,500')

September 30, 2008

5. Perform cross-sections at 100 foot intervals throughout the project, except in areas where the difference between the road bed and the toe of slope differs by more than 3.5' vertically. In these areas cross-sections will be obtained at 50' intervals. Cross-sections will contain shots in various locations depending on the topographic features along the trail. The two (2) main sections will be:
 - **Standard Ditch Sections** - both tops, centerline, toes and toes plus 10 feet.
 - **Closed Ditch Sections** - both tops and centerline of road bed; then depending on the nature of the ditch closely adjacent to the road bed the ditch will be defined with top, toe, toe and top shots.
6. The tree line at every cross-section will be located.
7. Seven (7) intersecting paved roads will be detailed 50' North and South of the former rail road centerline.
8. SR 25/US 27 will be detailed from the former rail road South to the South side of Montclair Road.
9. Recover and elevate cross pipes along the corridor.
10. Survey maps, utilizing the previously determined rights-of-way, will be prepared. These maps will be augmented with the previous work by the City of Leesburg crews. Digital files will also be supplied.

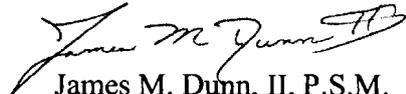
We anticipate completion of the above described work within eight (8) weeks after receipt of a written notice to proceed. Payment is expected within thirty (30) days from date of invoice.

Our fee for this project is outlined on the attached fee sheet.

If a Waiver of Subrogation is requested in a Professional Services Agreement, there will be a fee of **\$150.00** added to this project agreement.

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

Sincerely,


James M. Dunn, II, P.S.M.
Project Surveyor
JMD:gac

Page 3

Mr. David Graeber, P.E.

Leesburg-Wildwood Trail/Gardenia Trail Phase 1 (approximately 17,500')

September 30, 2008

If your firm requires a contract to be in place, a PROFESSIONAL SERVICES AGREEMENT will need to be furnished to Southeastern Surveying and Mapping Corporation in lieu of your signature of approval. No work will be commenced prior to the acceptance of said agreement in writing by both parties. **AN AGREEMENT/CONTRACT WILL NOT BE ACCEPTED AFTER THIS PROPOSAL LETTER HAS BEEN SIGNED AND WORK HAS COMMENCED.**

If the above scope, period of service and method of compensation meets with your approval, please execute below and fax to Southeastern Surveying & Mapping Corp. as notice to proceed along with the notice of commencement.

ACCEPTED BY:

Authorized Signature

Printed Name

Date

Title

Should the person's title who is executing this document not indicate that he/she is a corporate officer, an affidavit signed by a corporate office shall be provided stating that the person whose name appears above is duly authorized to execute Contracts on behalf of the firm.

FEE QUOTATION PROPOSAL

Date: September 30, 2008

Project Name: Leesburg-Wildwood Trail/Gardenia Trail Phase 1 (approximately 17,500')

Contract: N/A Name of Firm: Southeastern Surveying & Mapping Corporation

ACTIVITY	PROFESSIONAL SURVEYOR & MAPPER			SENIOR TECHNICIAN			CAD TECHNICIAN			2 MAN CREW			3 MAN CREW		
	Man Hrs	Hrly Rate	Fee	Man Hrs	Hrly Rate	Fee	Man Hrs	Hrly Rate	Fee	Man Hrs	Hrly Rate	Fee	Man Hrs	Hrly Rate	Fee
Recover Control	1	115.00	115.00		85.00	0.00		75.00	0.00	10	115.00	1,150.00		140.00	0.00
Set Primary Centerline Points	1	115.00	115.00	3	85.00	255.00		75.00	0.00	12	115.00	1,380.00		140.00	0.00
Station For Cross-Sections		115.00	0.00		85.00	0.00		75.00	0.00	10	115.00	1,150.00		140.00	0.00
Level Run Through Corridor		115.00	0.00	3	85.00	255.00		75.00	0.00	20	115.00	2,300.00		140.00	0.00
100' Cross-Sections (15,000')		115.00	0.00		85.00	0.00		75.00	0.00	70	115.00	8,050.00		140.00	0.00
50' Cross-Sections (2,400')		115.00	0.00		85.00	0.00		75.00	0.00	20	115.00	2,300.00		140.00	0.00
Detail 7 Intersections		115.00	0.00		85.00	0.00		75.00	0.00	12	115.00	1,380.00		140.00	0.00
Topography of SR 27		115.00	0.00		85.00	0.00		75.00	0.00	12	115.00	1,380.00		140.00	0.00
Tie & Elevate Cross Pipes		115.00	0.00		85.00	0.00		75.00	0.00	8	115.00	920.00		140.00	0.00
Input Cross-Section Data		115.00	0.00		85.00	0.00	30	75.00	2,250.00		115.00	0.00		140.00	0.00
Prepare Maps	4	115.00	460.00		85.00	0.00	60	75.00	4,500.00		115.00	0.00		140.00	0.00
QA/QC	5	115.00	575.00		85.00	0.00		75.00	0.00		115.00	0.00		140.00	0.00

LUMP SUM FEE BREAKDOWN

Professional Surveyor	\$	1,265.00
Senior Technician	\$	510.00
Draftsperson	\$	6,750.00
Two-Man Crew	\$	20,010.00
Three-Man Crew	\$	0.00
LUMP SUM FEE TOTAL	\$	28,535.00