Prepared By and Return To:

$05 / 01 / 201701: 34$
Rec Fee: $\$ 357.00$
Deed Doc Tax: $\$ 0.00$
Sara W. Bernard, P.A.
Deed Doc Fax: $\$ 0.000$
Broad and Cassel LLP
Intangible Tax: $\$ 0.00$
Mortgage Stamp: $\$ 0.00$
Bank of America Center
Mortil Diamond, comptroller
P.O. Box 4961

Orlando, Florida 32802-4961
Orange County FL
IO - Ret To: ORANGE COUNTY GROWTH MANA


Tax Parcel ID No(s).: 21-24-30-3127-(0)0030

# SUPPLEMENTAL AGREEMENT REGARDING DEVELOPERS AGREEMENT FOR ROAD AND BRIDGE IMPROVEMENTS TO BOGGY CREEK ROAD (Wetherbee Road to South Access Road) 

THIS SUPPLEMENTAL AGREEMENT REGARDING DEVELOPERS AGREEMENT FOR ROAD AND BRIDGE IMPROVEMENTS TO BOGGY CREEK ROAD (Wetherbee Road to South Access Road) (the "Supplemental"), effective as of the latest date of execution (the "Effective Date"), is entered into by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida (the "County") whose address is P.O. Box 1393, Orlando. Florida 32802-1393, and CROCKETT DEVELOPMENT PROPERTY, LLC, a Florida limited liability company ("Crockett" or "CDP"), whose address is 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, Florida 32827.

## WITNESSETH:

WHEREAS. Crockett remains the fee simple owner of the "Crockett Property" being more particularly described in the Original Agreement (as defined herein) less and except those certain portions described as "RWI" and "RW2" conveyed to County in that certain General Warranty Deed recorded May 19, 2010 in Official Records Book 10046, Page 4180, in the Public Records of Orange County, Florida (the "CDP Property"), which is part of the Airport South Planned Development (the "Airport South PD");

WHEREAS, on November 27, 2007, the County. Crockett Development, LLC, as Crockett's predecessor-in-interest, and Orlando Airport Park. LLC ("OAP") entered into that certain Developers Agreement for Road and Bridge Improvements to Boggy Creek Road recorded November 29, 2007 in Official Records Book 9518, Page 1636 (the "Original Agreement"), as amended on September 20, 2011 by that certain Amendment to Developers Agreement for Road and Bridge Improvements to Boggy Creek Road (the "Amendment to Agreement") by and among the County. Crockett and AMB Orlando Airport Park, LLC, as OAP's successor-in-interest ("AMB" and together with Crockett referred to herein as the "Developers"), recorded September 22, 2011 in Official Records Book 10271, Page 6407, both in the Public Records of Orange County, Florida (collectively, the "Agreement"): and

Supplemental Agreement re Boggy Creek Road
Crockett Development Property, LLC, 2017
WHEREAS, all capitalized terms used herein shall be as defined in the Agreement, unless otherwise specified herein; and

WHEREAS, the Original Agreement contemplates the construction of the Boggy Creek Road Improvements in two (2) separate phases for which the first phase includes one (1) of the two (2) parallel two (2) lane bridges (the "First Phase") and the second phase includes the second of the two (2) parallel two (2) lane bridges and the demolition of the existing Bridge \#754004 (the "Second Phase"), and the Amendment to Agreement contemplates the Road Widening Design (as defined therein), but neither document addresses details of the construction of the Road Widening (as defined therein); and

WHEREAS, the Second Phase Boggy Creek Road Improvements (including the Phase II bridge) and the Road Widening may be referred to herein collectively as the "Improvements"; and

WHEREAS, as of the Effective Date, the County acknowledges and agrees that the First Phase (including the Wetland Mitigation and the Phase 1 Stormwater Pond) is complete and fully paid for, and the AMB and Crockett Impact Fee Accounts have been established, in accordance with the terms and conditions of the Agreement; and

WHEREAS, County and Crockett desire to clarify the interpretation and application of Section 4 of the Original Agreement which pertains, in part, to Crockett's right, but not the obligation, to complete the construction of the Second Phase Boggy Creek Road Improvements; and

WHEREAS, County and Crockett additionally wish to supplement the Agreement by establishing the terms and conditions for Crockett's right, but not the obligation, to complete the construction of the Road Widening.

NOW THEREFORE, Crockett and County hereby acknowledge and declare the following:

1. Recitals. The foregoing recitals are true and correct and are incorporated into this Supplemental by reference.
2. Crockett's Contribution. Crockett has elected to complete the construction of the Improvements. Accordingly, Crockett shall initially fund all costs; however, in accordance with the Agreement, Crockett's contribution toward completion of the Improvements shall total $\$ 2,450,000.00$ ("Crockett's Contribution"), and Crockett shall have no further obligation to fund any costs of construction for the Improvements.
3. Sections 2, 4, 6, 7, and 8 Interpretation. Sections 2, 4, 6, 7, and 8 of the Original Agreement shall be interpreted and applied pursuant to the following supplemental and/or modified provisions:
(a) 30-day Notice Waiver. In consideration of Crockett's election to contract, the County hereby waives the requirement for a thirty (30) day advance written notice as a condition precedent to Crockett's
right to perform the County's construction obligations for the Second Phase Boggy Creek Improvements as required under Section 4(a) of the Original Agreement.
(b) Phased Construction of the Improvements. Crockett has requested, and the County has agreed, to allow Crockett to perform the Improvements in phases pursuant to the following terms and provisions:
(i) Bridge Temporary Transitions. To insure the orderly transition of traffic to, from and through the existing bridge during construction of the Improvements, the scope of the work to be bid by Crockett shall include the necessary traffic transition as part of the engineering specifications.
(ii) Updated Cost Breakdown. Exhibit "E" of the Agreement is hereby deleted in its entirety and replaced with the new Exhibit " $E$ " attached hereto and made a part hereof. Accordingly, from and after the Effective Date, all references to the "Cost Breakdown" in the Agreement are hereby deemed to mean as revised by this Supplemental.
(iii) Updated Budget. Exhibit "D" of the Original Agreement is hereby supplemented and revised as to the estimated costs for the Improvements only as set forth in Exhibit "F" attached hereto and made a part hereof (the "Updated Budget"). Accordingly, from and after the Effective Date, all references to the "Budget" in the Agreement are hereby deemed to mean as revised by this Supplemental. The Updated Budget includes the additional cost for the re-design of the Road Widening due to the conservation area which, pursuant to Section 9 of the Amendment to Agreement, requires approval by the BCC as such change order exceeds $10 \%$ of the Road Widening Design Costs. Accordingly, by execution of this Supplemental, the BCC has approved such change order.
(iv) Limitation on C'rockett's Obligation to Pay or Fund the Second Phase Costs. For purposes hereof, the term "Second Phase Costs" shall have the same meaning as the "Phase II Costs" in the Original Agreement. Notwithstanding anything to the contrary set forth in the Agreement, Sections 2(m) and 2(n) of the Agreement are hereby modified to provide that the maximum aggregate amount of Second Phase Costs that Crockett shall be required to pay during the Agreement shall not exceed Two Million Four Hundred Fifty Thousand and 00/100 Dollars ( $\$ 2,450,000.00$ ).
(c) Prioritization and Timing of Funding. Due to the lapse of time between the First Phase completion and the contemplated Second Phase and Road

Widening commencement of construction, the parties acknowledge and reaffirm their respective contributions for the Boggy Creek Improvements as modified herein. Accordingly, Sections 7 and 8 of the Amendment to the Agreement are hereby deleted in their entirety.

## 4. Road Widening.

(a) Road Widening Scope of Services and Design Costs. Exhibits "C" (Road Widening Scope of Services) and "D" (Road Widening Design Costs) of the Amendment to Agreement are supplemented as described in the Exhibits "C" and "D" attached hereto and made a part hereof. Further, in connection with the Road Widening, Crockett shall be responsible for the cost of performing the water main and sewer forcemain construction to be more particularly detailed in the pending utility agreements to be entered into by Crockett, Orlando Utilities Commission, and/or the City of Orlando.
(b) Road Widening Plans and Specifications. Notwithstanding anything to the contrary set forth in the Agreement or this Supplemental, Section 9(a) of the Amendment to Agreement is hereby modified to provide that the Road Widening Plans and Specifications shall be modified by Crockett as follows (the cost of such design modifications to be excluded from the Road Widening Design Costs):
(i) To include one (1) traffic signal to be constructed and paid for at no cost or expense to County, which traffic signal shall be put in flash mode and placed in operation when warranted.
(ii) To include a third $\left(3^{\text {rd }}\right)$ full access point into the CDP Property to be constructed and paid for at no cost or expense to County.
(c) Road Widening Costs. The Road Widening costs are now included in the Cost Breakdown set forth in Exhibit "E" attached hereto.
(d) Limitation on Crockett's Obligation to Pay for or Fund the Road Widening. The County is ultimately responsible for its share of the costs (after the remaining construction funds are provided by Crockett for the Road Widening Design Costs for which the County will issue impact fee credits as provided in the Amendment to Agreement) incurred in order to complete the Road Widening in accordance with the Road Widening Plans and Specifications (the "Road Widening Costs"). The County shall reimburse Crockett for the Road Widening Costs in accordance with Section 6 below.
(e) Construction. The construction contract for the Road Widening (the "Construction Contract"), shall be subject to the County's review and approval.
(i) The Construction Contract shall clearly identify Crockett's project manager ("PM"), who shall serve as the primary point of contact
for, and be required to coordinate with, the County staff throughout the design process, such that the County shall have no obligation to coordinate with any sub-contractors or sub-consultant(s).
(ii) The County shall be designated as a $3^{\text {rd }}$ party beneficiary to the Construction Contract.
(iii) Prior to commencement of construction, Crockett shall provide payment and performance bonds satisfactory to the County for the costs of the Improvements, together with a rider to such bonds identifying the County as a dual-obligee.
(iv) Any required temporary construction easements, right-ofway utilization permits, and/or rights of entry shall be the responsibility of Crockett at no cost or expense to the County.
(v) The Construction Contract shall meet the indemnity and insurance requirements set forth herein.
(vi) A pre-construction meeting is to be held and a notice to proceed issued prior to the start of construction.
(vii) Permits and utility agreements must be obtained and provided to the County at the pre-construction meeting.
(f) Inspection, testing and acceptance by County. The County shall have the right to inspect and test work on the Improvements throughout the duration of construction. Upon completion of construction, the County shall conduct a final inspection and upon approval of the Improvements and Crockett's compliance with all attendant requirements, including without limitation, the highway construction inspection requirements, shall issue a certificate of completion ("C of C") for the Improvements.
(g) Warranty. At the date of final completion of the Improvements, a one year warranty surety reasonably acceptable to the County in the amount covering all Improvements shall be provided by Crockett to cover repairs and replacement required due to any and all workmanship and materials related to failures or defects, including latent defects, and/or any and all repairs or replacement due to excessive deterioration of the road construction materials. A walk-through inspection shall take place prior to close out of the one year warranty period. Crockett, at its sole expense, shall provide the repair or replacement to the County's satisfaction in a timely manner.
5. Bidding Requirements. Crockett shall be required to employ the following bidding procedures with respect to the Improvements:
(a) Prior to submitting for bids, Crockett shall deliver to the County a list of prospective bidders for the Improvements which shall be subject to the

County's review and approval (the "Prospect List"). In the event the County provides disapproval of any proposed contractor or subcontractor or makes recommendations to add certain contractor(s) or subcontractor(s), then the Prospect List shall be adjusted accordingly whereupon such revised version shall be deemed the Prospect List for all intents and purposes hereunder.
(b) Crockett shall obtain at least three (3) bids from any three (3) general contractors and subcontractors, respectively, selected from the Prospect List and shall be required to award the Construction Contract to the general contractor(s) and subcontractor(s), respectively, submitting the lowest qualified bid with an acceptable schedule for delivery of completion of the Improvements.
6. County's Reimbursement for the Improvements. The County agrees to reimburse Crockett for all actual and reasonable costs incurred for the Improvements (in excess of Crockett's Contribution for which the County will issue impact fee credits as provided in the Agreement) pursuant to the Construction Contract, subject to the following terms and provisions:
(a) All proposed costs for the Improvements that are eligible for reimbursement shall be reviewed and approved in writing by the County Engineer in advance of expenditure. Any such proposed costs shall be submitted to the County Engineer for review and approval in writing.
(b) Crockett may submit an invoice as requested for reimbursement no more than once per month.
(c) In order to be deemed acceptable as a sufficient reimbursement request, each invoice must be accompanied by a partial lien release together with reasonable proof of payment satisfactory to the County.
(d) The County shall make reasonable efforts to review each sufficient reimbursement request within thirty (30) days and issue payment for approved amounts within forty-five (45) days of receipt of such request or shall provide written notice of amounts not approved within said forty-five (45) days.
(e) Any requested change order to the Construction Contract must be submitted to the County for its review and approval. Change orders that amount to no more than $10 \%$ of the total contract price of the Construction Contract, individually or cumulatively, may be approved by the County Engineer. Change orders that amount to more than $10 \%$ of the contract price of the Construction Contract, individually or cumulatively, shall require approval by the Orange County Board of County Commissioners ("BCC").
(f) In light of the County's maximum limit of $\$ 600,000.00$ for expenditures in a fiscal year (ending on September 30) toward the Improvements, any disbursements requested hereunder in excess of such $\$ 600,000.00$ limitation shall be rolled over to the following fiscal year until paid in full by the County. Additional Improvement cost expenditures incurred prior to October 1, 2017 will
be paid for by Crockett up to the Crockett Contribution balance remaining as of the Effective Date (as stated below).

As of the Effective Date, the parties acknowledge that Crockett has expended $\$ 471,397.47$. Accordingly, the amount remaining under Crockett's Contribution is $\$ 1,978,602.53$.
7. Indemnification and Insurance. During the course of construction of the Improvements constructed hereunder, the following provisions shall apply:
(a) Indemnification. Crockett agrees, on behalf of itself, its agents, contractors, successors and assigns, that it shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all liabilities, claims, damages, losses, costs and expenses (including attorneys' fees) or obligations of any kind including without limitation environmental assessments, evaluations, remediation, fines, penalties and clean-up costs asserted against the County arising out of or resulting from the performance of the construction activities for the Improvements, excepting those acts or omissions arising out of the sole negligence of the County provided that any such liability, claim, damage, loss, cost or expense:
(i) Is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the construction activities themselves) including the loss of use resulting therefrom, and
(ii) Is caused in whole or part by an act or omission relating to the construction of the Improvements by Crockett, its agents or employees, or any contractor employed by Crockett, or anyone directly or indirectly employed by Crockett or its contractor(s), their subcontractors, or anyone for whose acts any of them may be liable; and
(iii) Is caused in whole or in part by any discharge or disposal of any hazardous or toxic materials, trash, debris, refuse, waste or other materials related in any way to the construction activities related to the construction of the Improvements; and
(iv) Provided, however, if the Agreement or any underlying contract for construction of any Improvements is deemed by a court of competent jurisdiction to be a construction contract under Section 725.06, Florida Statutes, any obligation of the contractors to defend, indemnify, or hold harmless the County, its officers, and employees shall be limited to an obligation to indemnify and hold harmless to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the contractors and persons employed or utilized by the contractors in the performance of the construction activities.
(v) The indemnification provision contained herein shall survive the termination of this Supplemental.
(b) Insurance. Prior to commencing construction of any portion of the Improvements and throughout the course of construction of the Improvements, Crockett or its agents and contractors shall procure and maintain insurance with such limits and terms as specified in the following Schedule of Limits (see below):
(i) Workers' compensation insurance with statutory workers' compensation limits and no less than the limits specified in the Schedule of Limits for Employer's Liability with a waiver of subrogation in favor of the County its employees and officials.
(ii) Commercial general liability insurance for all operations including, but not limited to contractual, products and completed operations and personal injury with limits of not less than the limits specified in the Schedule of Limits per occurrence and an aggregate limit of at least twice the per occurrence limit.
(iii) Business automobile liability insurance for all owned, hired, or non-owned vehicles with limits of not less than the limits specified in the Schedule of Limits per occurrence.
(iv) Professional Liability (errors and omissions) for engineering design in amounts not less than One Million and 00/100 Dollars ( $\$ 1,000,000.00$ ) per occurrence.
(v) Contractors pollution liability insurance including remediation and monitoring expense for all construction operations with limits of not less than One Million Dollars and 00/100 (\$1,000,000.00) per occurrence.

## Schedule of Limits

| Contract Amount | Workers' Comp/ | General | Automobile |
| :--- | :--- | :--- | :--- |
|  | Employers' Liability | Liability | Liability |
| Up to $\$ 10$ million | Statutory $/ \$ 500,000$ |  |  |
| $\$ 10-\$ 20$ million | Statutory $/ \$ 1,000,000$ | $\$ 1,000,000$ | $\$ 1,000,000$ |
|  |  | $\$ 5,000,000$ | $\$ 5,000,000$ |

Over $\$ 20$ million To be determined by the County

Crockett shall be responsible for ensuring that each contractor and major subcontractors procure and maintain the insurance specified above and shall furnish to the County evidence of such insurance prior to commencement of construction. The County shall be specifically named (scheduled) as an additional insured on all policies except for workers' compensation coverage.

All coverage shall be primary and not contributory with any insurance or selfinsurance maintained by the County. Crockett shall provide the County notice of any material change, cancellation, non-renewal of any policy required herein at least thirty (30) days prior to the occurrence thereof.
8. Recording. This Supplemental shall be recorded within thirty (30) days of the Effective Date, at Crockett's expense, in the Public Records of Orange County, Florida.
9. Effect of Supplemental. Except as supplemented and modified herein, the terms of the Agreement shall remain unchanged and in full force and effect, and the parties hereby reaffirm all terms, covenants and conditions contained in the Agreement. In the event of any conflict between the terms of the Agreement and this Supplemental, the terms of this Supplemental shall control.
10. Counterparts. To facilitate execution, the County and Crockett agree that this Supplemental may be executed and transmitted in up to three (3) counterparts and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single Supplemental.
11. Notice. Section 9(d) of the Agreement is hereby supplemented as follows with respect to all notices to be delivered from and after the Effective Date:

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

As to Crockett: Crockett Development Property, LLC
6900 Tavistock Lakes Boulevard, Suite 200
Orlando, Florida 32827
Attention: James L. Zboril

| With a copy to: | Broad and Cassel LLP |
| :--- | :--- |
|  | 390 North Orange Avenue, Suite 1400 |
|  | Orlando, Florida 32801 |
| Attention: Sara W. Bernard, P.A. |  |
| As to County: | Orange County Administrator |
|  | P.O. Box 1393 |
|  | 201 S. Rosalind Ave |
| With a copy to: $\quad$ | Orando, FL 32802-1393 |
|  | and Development Services Department |
|  | Manager, Transportation Planning Division |
|  | Orange County Public Works Complex |
|  | 4200 S. John Young Parkway |
|  | Orlando, Florida 32839-9205 |

12. Amendment. This Supplemental may be amended only in writing, formally executed in the same manner.
13. Entire Agreement. This Supplemental, together with the Agreement, embodies and constitutes the entire understanding of the parties with respect to the subject matter addressed herein, and all prior or contemporaneous agreement, understandings, representations, and statements, oral or written, are merged into this Supplemental and the Agreement.
14. Interpretation. This Supplemental shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that all parties have contributed substantially and materially to the preparation hereof. Captions and section headings in this Supplemental are provided for convenience only and shall not be deemed to explain, modify, amplify, or aid in the interpretation, construction, or meaning of this Supplemental.
15. Disclaimer of Third Party Beneficiaries. This Supplemental is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in
this Supplemental, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Supplemental or any provisions or conditions hereof, other than the parties hereto and their respective representatives, heirs, successors, and assigns.
16. Authority to Contract. The execution of this Supplemental has been duly authorized by the appropriate body or official of each party hereto.
17. Severability. If any provision of this Supplemental, the deletion of which would not adversely affect the receipt of any material benefits by any party hereunder nor substantially increase the burden of any party hereunder, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Supplemental.
18. Ratification. All existing terms of the Agreement not amended by this Supplemental are hereby ratified in all respects and shall remain in full force and effect in accordance with the terms of the Agreement and of this Supplemental.
[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

Supplemental Agreement re Boggy Creek Road
Crockett Development Property, ILC, 2017
IN WITNESS WHEREOF, County and Crockett have hereunto caused these presents to be executed the day and year indicated above (which is the latest date of execution).


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

By:


Print Name: Noelia Perez


Supplemental Agreement re Boggy Creek Road
Crockett Development Property, LLC, 2017
Signed, sealed and delivered in the presence of:


State of Florida )
County of Orange )
The foregoing instrument was acknowledged before me this $\mathcal{D} 4$ day of Mach 2017, by James L. Zboril, as Vice President of Crockett Developmeyl Property, LLC, a Florida limited liability company, on behalf of the company. He $\square$ is personally known to me or $\square$ has produced his driver's license as identification.

(Notarial Seal)


Notary Public, State of Florida Printed Name: $\qquad$

## EXHIBIT "C"

## ROAD WIDENING SCOPE OF SERVICES

Exhibit "C" to the Amendment to Agreement is hereby supplemented to add that certain Change Order by Dewberry Engineers Inc. dated February 8, 2017 attached hereto as 11 pages

## Dewberry

Dewberry Engineers Inc 407843.5120 800 N Magnalia Ave, Suite :000<br>407843.5120<br>\section*{4076498664 fax}<br>www dewberry com

## February 8, 2017

File No. 99254039 (LKN-11)

Mr. John Pottinger
Tavistock Development Company
6900 Tavistock Lakes Blvd., Suite 200
Orlando, Florida 32827

## Subject: Boggy Creek Road North South Access Road to Wetherbee Road Amendment No. 1

## Dear Mr. Pottinger,

Dewberry is pleased to submit the enclosed Scope of Services and fee proposal for additional design services for the Boggy Creek Road North project. The additional services include realigning the roadway to eliminate impacts to a Conservation Easement within the Airport South property. The additional services associated with the realignment were not included in the original scope of work.

We appreciate the opportunity to provide these services to Tavistock and Orange County. If you have any questions, or require additional information, please contact me at your convenience.

Sincerely,


Kevin E. Knudsen, P.E.
Vice President
KEK:cnp
||LKNinCorrifoor
Enclosures

[^0]
## Dewberry•

## Supplemental Scope of Services

## Boggy Creek Road

Airport South Connector Road to Wetherbee Road Extension
Contract Y13-806-CH
3.0 - Design and Plans Preparation - Dewberry was requested to realign the roadway after the $90 \%$ submittal to avoid impacts to an existing Conservation Easement. The roadway alignment was established per the August 14, 2008 Preliminary Engineering Report prepared by BowyerSingleton (Dewberry) for Lake Nona. The Conservation Easement was recorded on August 31, 2012, after the Preliminary Engineering Report was completed. Other Conservation Easements along the roadway alignment were described to the proposed $\mathrm{R} / \mathrm{W}$ line, but this particular easement was described to the existing R/W line. Impacts to the Conservation Easement would have required releasing the Conservation Easement with the SFWMD, USACOE and Orange County. Releasing the Conservation Easement would have required considerable time and effort and would require additional wetland mitigation. The roadway alignment was shifted to avoid impacts to the Conservation Easement, resulting in redesign of approximately $1 / 2$ mile of the roadway. Steel sheet piling was added to eliminate the roadway embankment from encroaching into the Conservation Easement. Work activities include roadway design, drainage design, structure design, plan revisions, signing and pavement markings and permitting.

# EXHIBIT "D" - AMENDMENT 1 

 ORANGE COUNTY PUBLIC WORKS DEPARTMENT ACTIVITY AND FEE SUMMARY

| Activity |  | Dewberry |  |  |  |  |  |  |  |  |  | TOTAL |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1 Adminstration |  |  |  |  |  |  |  |  |  |  |  | \$0.00 |
| 2 Public intormation |  |  |  |  |  |  |  |  |  |  |  | 50.00 |
| 3 Design \& Plans Preparation | 939 | \$97.448.44 |  |  |  |  |  |  |  |  |  | \$97.448.44 |
| 4 Permiting |  |  |  |  |  |  |  |  |  |  |  | \$0.00 |
| S Right-ot-Way |  |  |  |  |  |  |  |  |  |  |  | 50.00 |
| 6 Design Survey |  |  |  |  |  |  |  |  |  |  |  | \$0.00 |
| 7 Geotechnical Services |  |  |  |  |  |  |  |  |  |  |  | 50.00 |
| 9 Post Design (Limiting Amount) |  |  |  |  |  |  |  |  |  |  |  | \$0.00 |
| TOTAL | 939 | \$97.448.44 | 50.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$97.448.44 |



FINAL DESIGN TASK LIST - EXHIBIT D - AMENDMENT 1
Activity: Final Design Sub-Activity: $\mathbf{3 . 0}$ Design and Plans Preparation




| Project: $\quad$ Boggy Creak Road |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| From: Airport South Access Road | 10 | Wetherbe | ee Road Ex | Exension |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| $\begin{array}{ll}\text { Date: } \\ \text { CIP *: } & \\ \end{array}$ |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Purchasing Contract F : |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Firm: Dewberry |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  | FINA | L DE | GN T | SK LI | T-EX | BIT D | AME | DMEN |  |  |  |  |  |  |  |
|  |  |  |  |  | Activit | Final | esign |  | b-Activit | 3.0 De | n and P1 | 3 Prepar |  |  |  |  |  |  |  |
|  |  |  |  |  |  | Proie | Manager | Smia | Engineor |  | noer |  | Tech. |  |  |  |  |  |  |
|  | E.tI |  |  |  | Hours | 565.83 | (Rate) | 345.50 | (Rate) | \$30.32 | (Rata) | 527.00 | (Rata) | 50.00 | (Rato) | roal samy |  |  |  |
| Task |  |  |  |  |  | His | Cos: | Hif | Con | His | Cost | His | Cost | Him | Cost |  |  |  |  |
| 34.12 Dranage Structure Cross Sections |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| a. Drahage Stucture Cross Sectons | EA | $2:$ | is | 20 | 30 | 1 | 365.83 | 3 | \$136.50 | 4 | \$123.28 | 12 | 532400 | 0 | 50.00 | S64961 | 20 | 53248 |  |
| Total |  |  |  | 20 | 30 | 1 | 365.63 | 3 | \$130.50 | 4 | \$123.20 | 12 | 3324.00 | 0 | 50.00 | S649.61 | 20 | 53248 |  |
| 3.4.13 Box Cunerl Plans |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| a. Box Cuverts Sheets | Steen |  |  |  | 0 | 0 | 50.00 | 0 | 50.00 | 0 | 5000 | 0 | 5000 | 0 | 50.00 | \$000 | 0 | soivo: |  |
| Total |  |  |  | 0 | 0 | 0 | 30.00 | 0 | 50.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | 50.00 | \$0.00 | 0 | torvor |  |
| 3.4.14 Pono Detals and Cross Sections |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| a. Pond Dotal Sheets | Stuol | 1 | $\square$ | 1 | 0 | 0 | \$0.00 | 0 | 50.00 | 0 | 5000 | 0 | 5000 | 0 | 50.00 | \$000 | 0 | tonvo: |  |
| b. Pond Cross Section Sheets | EA | 1 | 0 | 1 | 0 | 0 | \$0.c0 | 0 | 50.00 | 0 | \$0.00 | 0 | 5000 | 0 | 50.00 | S000 | 0 | corvo: |  |
| Total |  |  |  | 2 | - | 0 | 50.00 | 0 | 30.00 | 0 | 30.00 | 0 | 50.00 | 0 | 50.00 | 50.00 | 0 | coiviot |  |
| 3.4.15 Flood Plan Compensation Area Details |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| a. Frood Plain Compensation Delad Sheets | Seme |  |  |  | 0 | 0 | 50.00 | 0 | \$0.00 | $\bigcirc$ | \$000 | 0 | S000 | 0 | 50.00 | \$0.00 | 0 | roviver |  |
| b. Flood Plain Compensation Cross Sections | : |  |  |  | 0 | 0 | \$0.00 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 50.00 | 0 | torve: |  |
| Total |  |  |  | 0 | 0 | 0 | 50.00 | 0 | 30.00 | 0 | 30.00 | 0 | 30.00 | 0 | \$0.00 | 50.00 | 0 | roiv/01 |  |
| 3.4.16 Welland Mispation Details |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3.4.16.1 Mingation Altematives Consiceration |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3.4.16.2 Miligation Plans |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Total |  |  |  | 0 | 0 | 0 | 50.00 | 0 | 50.00 | 0 | 30.00 | 0 | 30.00 | 0 | 30.00 | \$0.00 | 0 | toiviol |  |
| 3.4.17 Geotechnical Sol Suney Sheel |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| a. Geotechnical Soll Survey | Sineel | , | , | 1 | 1 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 1 | \$27.00 | 0 | 50.00 | 527.00 | 1 | 52700 |  |
| Total |  |  |  | 1 | 1 | 0 | \$0.00 | 0 | 50.00 | 0 | 50.00 | 1 | \$27.00 | 0 | \$0.00 | 327.00 | 1 | 527.00 |  |
| 3.4.18 Cross Section Sheets |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| a. Bogoy Croek Road | 14 | 3 | 03 | 27 | 18 | 0 | 50.00 | 3 | \$136.50 | 6 | \$18492 | 9 | \$243.00 | 0 | 5000 | \$556.42 | 18 | 531.36 |  |
| b. | \% |  |  |  | 0 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 0 | \$0.00 | 0 | 50.00 | 5000 | 0 | novine |  |
| c. | LA |  |  | 0 | 0 | 0 | \$0.00 | 0 | \$000 | 0 | 50.00 | 0 | \$0.00 | 0 | 5000 | 5000 | 0 | coivoi |  |
| d. | a |  |  | 0 | 0 | 0 | 50.00 | 0 | 5000 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$000 | 5000 | 0 | corvas |  |
| Q. | A |  |  | 0 | 0 | 0 | \$0.00 | 0 | \$000 | 0 | 50.00 | 0 | \$0.00 | 0 | 50.0 | 30.00 | 0 | coivio |  |
| Total |  |  |  | 27 | 18 | 0 | 30.00 | 3 | \$136.50 | 6 | \$186.02 | 9 | 5243.00 | 0 | 50.00 | S564.42 | 18 | 531.36 |  |
| 3.4.19 Erosion Control Plan |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| a. Erosion Control Plan Sheels | Nuen | 1 | 0 | 1 | 0 | $\bigcirc$ | 50.00 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 0 | 5000 | 50.00 | $\bigcirc$ | noiver |  |
| Total |  |  |  | 1 | 0 | 0 | 50.00 | 0 | 30.00 | 0 | 30.00 | 0 | 50.00 | , | 30.00 | \$0.00 | 0 | 20iviol |  |




FINAL DESIGN TASK LIST - EXHIBIT D - AMENDMENT 1
Activity: Final Design Sub-Activity: $\mathbf{3 . 0}$ Design and Planas Preparation

| Task | Bassis ofEstimato | $\begin{aligned} & \text { Number } \\ & \text { of Units } \end{aligned}$ | $\begin{array}{\|c\|} \text { Hours per } \\ \text { Unit } \end{array}$ | Number of Sheote | $\begin{aligned} & \text { Total } \\ & \text { Hours } \end{aligned}$ | Project Manager |  | Senior Engineer |  | Engineer |  | CADO Tech |  | Ciorical |  | Total Salay Costas | $\underset{\substack{\text { Totax } \\ \text { Hown }}}{ }$ | $\left\|\begin{array}{c} \text { Average } \\ \text { Hourly Rate } \end{array}\right\|$ | Remasks |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  | 565.33 | (Rata) | 345.50 | (Rata) | \$30.62 | (Rato) | 327.00 | (Rato) | 50.00 | (Asta) |  |  |  |  |
|  |  |  |  |  |  | His | Cost | His | Cos | His | Cost | His | Cos | His | Cost |  |  |  |  |
| Totat |  |  |  | 9 | 22 | , | \$65.83 | 4 | \$18200 | 6 | 5184.92 | 11 | 5297,00 | 0 | 30.00 | 3729.75 | 22 | 533.17 |  |
| 3.4.25 Sprnaization Prans |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| a. Engnaering Analysa | 13 | 1 | 0 |  | 0 | 0 | 50.00 | 0 | 5000 | 0 | 50.00 | 0 | 50.00 | 0 | \$0.00 | 50,00 | 0 | \%oivar |  |
| - Sumary of Cuantioes | Stex: |  | \% | 1 | 0 | 0 | 5000 | 0 | 5000 | 0 | 50.00 | 0 | \$0.00 | 0 | \$0.00 | 50.00 | 0 | -iovira |  |
| c. Generai Notes Sheet | Stay |  | $\checkmark$ | 1 | 0 | 0 | 50.00 | 0 | 5000 | 0 | 5000 | 0 | \$0.00 | 0 | 5000 | 50.00 | 0 | zoivoi |  |
| d. Plan Sheel -Wetherbee Road Extension | Steem | ! | L | 1 | 0 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 0 | \$0.00 | 0 | \$000 | 50.00 | 0 | noiva |  |
| - Guve Sign Workstieats | stor | , |  | 1 | 0 | 0 | 5000 | 0 | 5000 | 0 | \$0.00 | 0 | 50.00 | 0 | \$000 | \$000 | 0 | -oive |  |
| 1 | 5 tcmi | - |  |  | 0 | 0 | 5000 | 0 | 5000 | 0 | \$0.00 | 0 | \$0.00 | $\bigcirc$ | 5000 | 50.00 | 0 | 20.10 |  |
| p interconneciplan Sheets | $\pm$ *i | . |  | 0 | 0 | 0 | 5000 | 0 | 5000 | 0 | 5000 | 0 | 50,00 | 0 | 5000 | 50.00 | 0 | soivor |  |
| h. Speciel Detais-Mast Arm Detail Sheet | swet | - |  | 1 | $\bigcirc$ | 0 | 5000 | 0 | 5000 | 0 | \$000 | 0 | \$0.00 | 0 | 5000 | 50.00 | 0 | toiviol |  |
| 1. Mast Arn Tabuiation Sheet | Sime |  |  | 1 | 0 | 0 | 8000 | $\bigcirc$ | 5000 | 0 | 5000 | 0 | 3000 | $\bigcirc$ | 5000 | 50.00 | 0 | sorvei |  |
| 1 Internay (luminated Stroet Name Signs | ¢A | $\sim$ |  | 1 | 0 | 0 | 5000 | - | 5000 | 0 | 50.00 | 0 | 50,0 | 0 | \$000 | 50.00 | 0 | coiviot |  |
| Total |  |  |  | 7 | 0 | 0 | 50.00 | 0 | 30.00 | 0 | 30.00 | 0 | 50.00 | 0 | 50.00 | 30.00 | 0 | eolviot |  |
| 3.4.26 Lanoscape Plans |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3. Genarai Notes Sheet | Sran | . | . | 1 | 0 | 0 | 5000 | 0 | 5000 | 0 | 50.00 | 0 | 50.00 | 0 | \$000 | 50.00 | 0 | EDivor |  |
| b. Pranting Dotal Steet | Stem | . |  | 1 | 0 | 0 | 5000. | $\bigcirc$ | 5000 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 5000 | 0 | 201 vol |  |
| c. Man Line Plan Sneets | insel | , | 2 | 1 | 0 | 0 | 5000 | $\bigcirc$ | 5000 | 0 | 50.00 | 0 | \$0.00 | 0 | 50.00 | 5000 | 0 | - 0 iver |  |
| d. Quankty Cakuatons | 3 | . |  | 1 | 0 | 0 | 50.00 | 0 | 5000 | 0 | 50.00 | 0 | \$0.00 | 0 | 5000 | 50.00 | 0 | ativat |  |
| Total |  |  |  | 4 | 0 | 0 | 30.00 | 0 | 50.00 | 0 | \$0.00 | 0 | 50.00 | 0 | 50.00 | 50.00 | 0 | *olviot |  |



FINAL DESIGN TASK LIST - EXHIBIT D - AMENDMENT 1
Activity: Final Design Sub-Activity: $\mathbf{3 . 0}$ Design and Plans Preparation

| Tesk | $\begin{array}{\|l\|l} \text { Basis of } \\ \text { Estimate } \end{array}$ | Number of Units | $\begin{array}{\|c} \text { Hourn per } \\ \text { Unit } \end{array}$ | Numberof Sheets | TotalHours | Proiect Menager |  | Senior Engineer |  | Enginoer |  | CAOD Toch |  | clericat |  | Total Solery Costa | $\begin{gathered} \text { Trotel } \\ \text { Hour } \end{gathered}$ | $\begin{gathered} \text { Average } \\ \text { Hourly Rate } \end{gathered}$ | Remarke |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  | 585.83 | (Rato) | 345.50 | (Amat) | 330.82 | (Rato) | \$27.00 | (Rato) | 50.00 | (Aata) |  |  |  |  |
|  |  |  |  |  |  | His | Cosi | His | Cos1 | His | Cosi | Hes | Cos | Hes | Cost |  |  |  |  |
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| a incex ai biawne | Ster |  | $\pm$ | 1 | 0 | 0 | \$0.00 | 0 | 50.00 | 0 | 5000 | 0 | 50.00 | 0 | \$0.00 | 50.00 | 0 | rovive |  |
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| D Refonol sate uatige | 5 | - | - | , | 0 | 0 | \$0.00 | 0 | \$0.00 | 0 | 50.00 | 0 | 50.00 | 0 | \$0.00 | 50.00 | 0 | roivor |  |
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| - asproxth Sut Panl 6 Celars | पexee | 7 |  | $\square$ | 0 | $\bigcirc$ | \$0.00 | 0 | 50.00 | 0 | 5000 | 0 | 50.00 | 0 | 50.00 | 50.00 | 0 | roivor |  |
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| 1. Pret Pring Ele ata | Sacoi |  |  |  | 0 | 0 | 50.00 | 0 | 50.0 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 50.00 | 0 | *oivior |  |
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| $x$ - | stem | 2 | $\because$ | . | 32 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 0 | 5000 | 50.00 | 0 | roivor |  |
|  | Soed | - | 5 | - | 32 | 0 | \$0.00 | 0 | 5000 | 0 | 50.00 | 0 | 50.00 | 0 | 5000 | 50.00 | 0 | noivior |  |
|  | Statis | $\checkmark$ | $\pm$ | $\square$ | 40 | 0 | \$0.00 | 0 | 30.00 | 0 | 50.00 | 0 | 50.00 | 0 | \$0.00 | 50.0 | 0 | coivor |  |
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| \%. Supasincture Suctur | Suma | - | S 4 | $\pm$ | 9 | 0 | \$000 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 0 | \$000 | 5000 | 0 | roivior |  |
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| - healior ary bex iosts | Stais | - | - |  | 16 | 0 | \$000 | 0 | 50.00 | 0 | 50.00 | 0 | \$0.00 | - | Sodo | 3000 | 0 | eivivor |  |
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| - |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| $34 \times 4$ frelatmy watimes |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|  | Se | . | $\cdots$ |  | 12 | 0 | 50.00 | 2 | \$991.60 | 4 | \$12328 | 6 | \$16200 | 0 | 5000 | \$37628 | 12 | 531.36 |  |
| Alotmam Wall | ree | ! | $\cdots$ |  | 12 | 0 | \$0.00 | 2 | 59.00 | 4 | \$123.28 | 6 | 516200 | 0 | \$0.00 | 537628 | 12 | $\mathbf{5 3 1 . 3 6}$ |  |
|  | 8 |  |  |  | 0 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | 50,0 | 0 | 50.00 | 50.00 | 0 | *ivivol |  |
|  | $\cdots$ |  |  |  | 0 | 0 | \$0.00 | 0 | So 00 | 0 | 5000 | 0 | 5000 | 0 | 5000 | 50.00 | 0 | *olvior |  |
| 1) Amanaig was | Sixat |  |  |  | 0 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 0 | 5000 | 50.00 | 0 | eoiviol |  |
|  | Stan |  | . | - | 0 | . | 5000 | 0 | 5000 | 0 | 5000 | 0 | 5000 | 0 | 5000 | 5000 | 0 | eiviva |  |
| Total |  |  |  | 4 | 24 | 0 | 50.00 | 4 | \$102.00 | - | 3246.56 | 12 | 5324.00 | 0 | \$0.00 | 5752.56 | 24 | 231.36 |  |



FINAL DESIGN TASK LIST - EXHIBIT D - AMENDMENT 1
Activity: Final Design Sub-Activity: $\mathbf{3 . 0}$ Design and Plans Preparation

| Task | Basis of Estimate | Number <br> of Units | $\left\lvert\, \begin{gathered} \text { Hours per } \\ \text { Unit } \end{gathered}\right.$ | Number at Sheets <br> ot Sheet | TotalHours | Project Manager |  | Sonior Engineer |  | Engineor |  | CADO Tech. |  | clerical |  | Total Selery Coste | TotalHowrs | $\begin{gathered} \text { Averaga } \\ \text { Hourly Rate } \end{gathered}$ | Remame |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  | 565.83 (Rato) |  | \$45.90 (Ratio) |  | \$30.82 (Rate) |  | 527.00 (Rate) |  | 30.00 (Rato) |  |  |  |  |  |
|  |  |  |  |  |  | His | Cost | His | Cost | Hrs | Cost | His | Cost | Hes | Cost |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 34275 Citwal Tembatar Wat Pans |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | arem | : | 5 | , | 0 | 0 | 50.00 | 0 | 5000 | 0 | 5000 | 0 | 50.00 | 0 | 5000 | 50.00 | 0 | voivor |  |
| b. Cilea fotariobl wat | \%rour |  | $\checkmark$ | . | 0 | 0 | 50.00 | 0 | 50.00 | 0 | \$0.00 | 0 | 50.00 | 0 | 5000 | 50.00 | 0 | \%oivor |  |
| c Cutas fetariog Wan | 3 cm |  |  |  | 0 | 0 | 50.00 | 0 | 50.00 | 0 | \$0.00 | 0 | 50.00 | 0 | 50.00 | 50.00 | 0 | *ivio: |  |
|  | Sten | , |  |  | 0 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 0 | 5000 | 50.00 | 0 | toivor |  |
| Total |  |  |  | 3 | 0 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 0 | S0.00 | 0 | \$0.00 | 50.00 | 0 | eiviver |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| SUBTOTAL 3 |  |  |  | 148 | 838 | 27 | 31.77. 41 | 171 | 57,780.50 | 376 | \$11,588.32 | 281 | 37.597.00 | 0 | 50.00 | \$28.733.23 | 055 | 533.61 |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Quatry Control | 5\% $10 \%$ | set at 5\% |  |  | 42 | 11 | 5724.13 | 17 | \$77350 | 14 | \$431.48 |  |  |  |  | 51,028.11 | 42 | S15.93 |  |
| Supervision | 52. 108 | set at 5\% |  |  | 42 | 11 | 5724.13 | 17 | \$773.50 | 14 | 5431.48 |  |  |  |  | 51.929.11 | 42 | S4593 |  |
| TOTAL 3 |  |  |  |  | 922 | 49 | 33,225.67 | 205 | 50,327.50 | 404 | \$12.451.28 | 281 | 57.597.00 | 0 | 0 | 532,591.45 | 839 | \$34.71 |  |



## EXHIBIT "D"

## ROAD WIDENING DESIGN COSTS

Exhibit "C" to the Amendment to Agreement is hereby supplemented to add that certain Change Order by Dewberrv Engineers Inc. dated February 8, 2017 attached hereto as 11 pages

## Dewberry

Dewberry Engineers Inc $\quad 407843.5120$ 800 N Magnolia Ave, Suite $1000 \quad 407.649 .8664 \mathrm{iax}$ Orlando. FL 32803 www.dewberry com

## February 8, 2017

File No. 99254039 (LKN-11)

Mr. John Pottinger
Tavistock Development Company
6900 Tavistock Lakes Blvd., Suite 200
Orlando, Florida 32827

## Subject: Boggy Creek Road North <br> South Access Road to Wetherbee Road <br> Amendment No. 1

Dear Mr. Pottinger,
Dewberry is pleased to submit the enclosed Scope of Services and fee proposal for additional design services for the Boggy Creek Road North project. The additional services include realigning the roadway to eliminate impacts to a Conservation Easement within the Airport South property. The additional services associated with the realignment were not included in the original scope of work.

We appreciate the opportunity to provide these services to Tavistock and Orange County. If you have any questions, or require additional information, please contact me at your convenience.

Sincerely,


Kevin E. Knudsen, P.E.
Vice President

KEK:cnp
||LKNis|Corr|600:
Enclosures

## Dewberry

## Supplemental Scope of Services

Boggy Creek Road<br>Airport South Connector Road to Wetherbee Road Extension Contract Y13-806-CH

3.0 - Design and Plans Preparation - Dewberry was requested to realign the roadway after the $90 \%$ submittal to avoid impacts to an existing Conservation Easement. The roadway alignment was established per the August 14, 2008 Preliminary Engineering Report prepared by BowyerSingleton (Dewberry) for Lake Nona. The Conservation Easement was recorded on August 31, 2012, after the Preliminary Engineering Report was completed. Other Conservation Easements along the roadway alignment were described to the proposed R/W line, but this particular easement was described to the existing R/W line. Impacts to the Conservation Easement would have required releasing the Conservation Easement with the SFWMD, USACOE and Orange County. Releasing the Conservation Easement would have required considerable time and effort and would require additional wetland mitigation. The roadway alignment was shifted to avoid impacts to the Conservation Easement, resulting in redesign of approximately $1 / 2$ mile of the roadway. Steel sheet piling was added to eliminate the roadway embankment from encroaching into the Conservation Easement. Work activities include roadway design, drainage design, structure design, plan revisions, signing and pavement markings and permitting.

# EXHIBIT "D" - AMENDMENT 

ORANGE COUNTY PUBLIC WORKS DEPARTMENT
ACTIVITY AND FEE SUMMARY







| Propect: | Boggy Creek Road | 10 | Wetherbee Road Extension |
| :---: | :---: | :---: | :---: |
| From: | Airport South Access foad |  |  |
| Date: | December 20, 2016 |  |  |
| CIP *: |  |  |  |
| Purchasing Contract : |  |  |  |
| Fim: | Dewberry |  |  |

FINAL DESIGN TASK LIST - EXHIBIT D - AMENDMENT 1

| Task | Activity: |  |  |  |  | Final Design |  | Sub-Activity: 3.0 Design and Plana Preparation |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | $\left\|\begin{array}{c\|c} \text { Bastic of } \\ \text { Estimato } \end{array}\right\|$ | Number <br> of Units | $\left.\begin{array}{\|c\|} \text { Hours par } \\ \text { Unit } \end{array} \right\rvert\,$ | Number of Sheats | Total | Prolect Meneser |  | Senior Engineer |  | Enginees |  | CAOD Tech. |  | Clorical |  | Total Satay Costa | $\begin{aligned} & \text { Total } \\ & \text { Houre } \end{aligned}$Houre | $\begin{aligned} & \text { Average } \\ & \text { Hourty Rele } \end{aligned}$ | Remask |
|  |  |  |  |  |  | 565.63 | (Rato) | S55.50 | (Rato) | \$30. 32 | (Rate) | 527.00 | (Rato) | 50.00 | (Rate) |  |  |  |  |
|  |  |  |  |  |  | His | Cos | Hirs | Cost | His | Cont | His | Cos | Hrs | Cost |  |  |  |  |
| 3.4.21 Screan Wal Sheets |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| a Screen War Sheets | Stamer |  |  |  | 0 | 0 | \$0.00 | 0 | 50.00 | 0 | 50.00 | 0 | \$0.00 | 0 | 50,0 | \$0.00 | 0 | HDIV: |  |
| Total |  |  |  | 0 | 0 | 0 | 50.00 | 0 | 30.00 | 0 | 50.00 | 0 | 30.00 | 0 | 50.00 | 30.00 | 0 | coivot |  |
| 3.4.22 Maintenance of Tratic Plans (2 Pnases) |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| a. Traffic Contol Anarsis | is | 1 | ${ }^{\text {a }}$ |  | ${ }^{8}$ | 1 | 585.83 | 2 | \$9100 | 2 | 561.84 | 3 | 561.00 | 0 | 50.00 | \$229.47 | 8 | 537.43 |  |
| b. Tratic Contuol Design Files | : 5 | 1 | 35 |  | 20 | 2 | \$131.56 | 2 | 591.00 | ${ }^{6}$ | 518492 | ${ }_{10}$ | \$27000 | - | 5000 | S677.58 | ${ }^{20}$ | \$33 88 | -5mestamat |
| c. General 8 Phasing Notes | sheet | 1 | 6 | 1 | 0 | 0 | 50.00 | 0 | \$000 | 0 | 50.00 | 0 | 50.00 | 0 | 5000 | \$0.00 | 0 | *Dive: |  |
| d Boggy Creek Road | steret | 4 | 4 | 4 | 16 | 1 | 565.83 | 2 | \$991.00 | 4 | 512328 | 9 | \$24300 | $\bigcirc$ | \$000 | \$523.11 | 16 | 53269 |  |
| . | Stem |  |  |  | 0 | $\bigcirc$ | 50.00 | 0 | 50.00 | 0 | \$000 | $\bigcirc$ | \$0.00 | $\bigcirc$ | \$0.00 | 50.00 | 0 | volvo |  |
| i. | Sew |  |  |  | 0 | 0 | 50.00 | 0 | 50.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | 50.00 | 5000 | 0 | soivo |  |
| g. | suar |  |  |  | 0 | 0 | 50.00 | 0 | S000 | 0 | 50.00 | 0 | 50.00 | 0 | 5000 | 50.00 | 0 | voivio |  |
| n. | Srev: |  | , |  | 0 | 0 | 50.00 | 0 | \$000 | 0 | 50.00 | 0 | \$0.00 | 0 | \$000 | 50.00 | 0 |  |  |
| 1 | Stea |  |  |  | 0 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 0 | \$0.00 | 0 | \$0.00 | 50.00 | 0 | voivio |  |
| 1. MOT Dramage | Ls | 1 | $\checkmark$ |  | 0 | 0 | 50.00 | 0 | 50.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | S0.00 | \$0.00 | 0 | eov. 0 |  |
| k. MOT Cross Sectons | Steat | , | Ou | 1 | 0 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 0 | 5000 | 0 | \$0.00 | \$0.00 | 0 | covo |  |
| Total |  |  |  | - | 44 | 4 | ${ }^{\mathbf{5 2 8 0} .32}$ | - | \$273.00 | 12 | 5389.54 | 22 | 3594.00 | 0 | \$0.00 | 51,500.15 | 44 | 534.09 |  |
| 3.4.23 Uutily Adjusment Plans/Roadway Loghting |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| a. Boggy Creek Road | s.ee | s | $\%$ | 5 | 10 | - | 50.00 | ${ }^{2}$ | 591.00 | 2 | ${ }^{581.64}$ | 6 | \$162.00 | 0 | 50.00 | 531464 | 10 | \$3146 |  |
| b. | Sted |  |  |  | 0 | 0 | 50.00 | 0 | \$0.00 | 0 | 50.00 | 0 | \$0.00 | 0 | \$000 | 50.00 | 0 | vilvo |  |
| c. | Ssoce |  |  |  | 0 | 0 | 50.00 | 0 | 50.00 | 0 | 5000 | 0 | \$000 | 0 | 50.00 | 50.00 | 0 | noive |  |
| a | Some |  |  |  | 0 | 0 | 50.00 | 0 | 30.00 | 0 | 50.00 | 0 | So.00 | 0 | \$0.00 | 50.00 | 0 | divo |  |
| e. | Steem |  |  |  | 0 | 0 | S0.00 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 50.00 | 0 | mivo |  |
| Total |  |  |  | 5 | 10 | 0 | 30.00 | 2 | 391.00 | 2 | 361.64 | - | \$16200 | 0 | 50.00 | \$314.64 | 10 | 531.45 |  |
| 3.4.24 Storing and Pavement Markings |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ae. Reterence and Design Flie | 13 | 1 | \# |  | 8 | 0 | \$0.00 | 2 | 59100 | 2 | 561.64 | 4 | \$10800 | , | 50.00 | \$26064 | 8 | 53258 |  |
| ab. Tabulasion of Ouantities | Steer | $\cdots$ | 2 | 1 | 2 | 0 | 50.00 | 0 | \$0.00 | 1 | 530.82 | 1 | \$27.00 | 0 | 5000 | 55782 | 2 | 52881 |  |
| a. Existing Siponinventory | 15 | 1 | - |  | 0 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | $\bigcirc$ | 5000 | 5000 | 0 | volvo |  |
| b. General Notes Sneet | Siest | 1 | 1 | 1 | 0 | 0 | \$0.00 | 0 | 50.00 | 0 | \$000 | 0 | \$0.00 | $\bigcirc$ | \$000 | \$0.00 | 0 | *Divor |  |
| c. Summary of Pay teems | Stret | 1 | 2 | 1 | 2 | 0 | 50.00 | 0 | 50.00 | , | \$30.82 | 1 | \$27.00 | 0 | 5000 | \$57.82 | 2 | 52881 |  |
| d. Boggy Creek Road | Stavel | \% | , | 5 | 10 | 1 | \$65. 33 | 2 | \$99.00 | 2 | \$61.64 | 5 | \$13500 | - | \$0,00 | 535347 | 10 | 53535 |  |
| e. Wetherbee Road Extension | Stuen | 1 | 0 | 1 | - | 0 | S0.00 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 0 | \$0,00 | 50.00 | 0 | 20ivon |  |
| $t$. | sheal |  |  |  | - | 0 | 50.00 | 0 | 50.00 | 0 | \$0.00 | 0 | 5000 | 0 | \$0.00 | 50.00 | 0 | voivor |  |
| 9. Signing Cross Sections | ta |  |  |  | 0 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 0 | \$0.00 | - | 50.00 | 50.00 | 0 | eoivor |  |



FINAL DESIGN TASK LIST - EXHIBIT D - AMENDMENT 1
Activity: Final Design Sub-Activity: 3.0 Design and Plans Preparation

| Task | Bexais of Entimato | Number of Units | $\begin{gathered} \text { Hours per } \\ \text { Unit } \end{gathered}$ | Number of Sheets | Totel Hours | Proiect mernager |  | Sonior Engineer |  | Engineot |  | CADO Tech |  | clerical |  | Total Sotiory Costa | TotalHours | $\begin{array}{\|c\|} \hline \text { Averrage } \\ \text { Hourty Rate } \end{array}$ | Remant |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  | 305.83 | (Rate) | 355.50 | (Ratio) | \$30. 12 | (Rato) | \$27.00 | (Rata) | 30.00 | (Rato) |  |  |  |  |
|  |  |  |  |  |  | His | Cosi | Hes | Cosi | His | Cost | His | Cont | His | Cost |  |  |  |  |
| Total |  |  |  | $\bigcirc$ | 22 | 1 | \$65.03 | 4 | \$182.00 | - | S186.92 | 11 | 5297.00 | 0 | 30.00 | 5729.75 | 22 | S33.17 |  |
| 3.4.25 Sprnaizasion Plans |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| a. Engneerng Analyas | 15 | 1 | 0 |  | 0 | 0 | 5000 | 0 | 3000 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 50.00 | 0 | -1ivol |  |
| b. Sumary ot Quantioes | Smet | : | . | 1 | 0 | 0 | 50.00 | 0 | 5000 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | \$0.00 | 0 | coive |  |
| c. General Notes Sheet | stew |  | $\square$ | 1 | 0 | 0 | 50.00 | 0 | 5000 | 0 | 5000 | 0 | 50.00 | 0 | So00 | 50.00 | . | coivor |  |
| d. Plan Sheel-Welthercee Road Extension | store | . | . | 1 | 0 | 0 | 5000 | 0 | 5000 | 0 | 50.00 | 0 | 50.00 | 0 | 5000 | 50.00 | 0 | voivor |  |
| e Guide Sign Worksheets | Stwet | $\cdots$ | - | 1 | 0 | 0 | 5000 | 0 | 5000 | 0 | \$0.00 | 0 | 50.00 | 0 | 5000 | 50.00 | - | toivoi |  |
| t. | 3tow: |  |  |  | 0 | 0 | 5000 | 0 | 5000 | 0 | \$0.00 | 0 | 50.00 | 0 | 50.0 | \$0.00 | 0 | ativot |  |
| 1. Intercomect Plan Shbets | Sreer | $\bigcirc$ | $\square$ | 0 | 0 | 0 | \$0.00 | $\bigcirc$ | 5000 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 50.00 | 0 | noival |  |
| h. Specal Detais-Mast Amm Detar Sheot | Preet | 1 | - | 1 | 0 | 0 | \$000 | $\bigcirc$ | 5000 | 0 | 5000 | $\bigcirc$ | 5000 | 0 | 5000 | 50.00 | 0 | vorva |  |
| 1. Mast Amm Tabuiaton Sheet | Stuen | $\cdots$ | : | 1 | 0 | 0 | \$000 | $\bigcirc$ | 5000 | 0 | 5000 | - | 50,0 | 0 | 50,0 | 50.00 | - | coivor |  |
| 1 Iniematy Ituminated Street Name Sipns | $t{ }^{\text {t }}$ | $\sim$ | - | 1 | 0 | 0 | 50.00 | 0 | 5000 | 0 | 5000 | - | \$0.00 | 0 | S000 | 50.00 | 0 | coiver |  |
| Total |  |  |  | 7 | 0 | 0 | \$0.00 | 0 | 30.00 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 30.00 | - | coiviot |  |
| 3.4.26 Lanuscape Plans |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| a. General Notes Sheet | 5 Smen | 1 | $\because$ | 1 | 0 | 0 | 5000 | 0 | 5000 | 0 | 50.00 | , | \$0.00 | 0 | 5000 | 5200 | 0 | noivei |  |
| b. Planing Detail Sneet | S.evi | , | - | 1 | 0 | 0 | 5000 | 0 | 5000 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 50.0 | 0 | toivol |  |
| c. Man Lne Plan Sneets | Stoet | , | $\stackrel{ }{ }$ | 1 | 0 | 0 | 5000 | 0 | 5000 | 0 | 5000 | 0 | \$0.00 | 0 | \$0.00 | 5000 | 0 | - Diver |  |
| d. Quantary Calculatons | 1 | , | $\square$ | 1 | 0 | 0 | \$0.00 | 0 | 5000 | 0 | 5000 | 0 | 50,0 | , | 50.0 | \$0.00 | 0 | - Diver |  |
| Total |  |  |  | 4 | 0 | - | 50.00 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | - | \$0.00 | \$0.00 | 0 | eliviot |  |



FINAL DESIGN TASK LIST - EXHIBIT D - AMENDMENT 1
Activity: Final Design Sub-Activity: $\mathbf{3 . 0}$ Design and Plans Preparation

| Task | $\begin{aligned} & \text { Basis of } \\ & \text { Estimate } \end{aligned}$ | $\begin{aligned} & \text { Nurnber } \\ & \text { of Units } \end{aligned}$ | $\left\lvert\, \begin{gathered} \text { Houra per } \\ \text { Unit } \end{gathered}\right.$ | $\left\|\begin{array}{c} \text { Numbor } \\ \text { of Sheats } \end{array}\right\|$ | Totel Hours | Proiect Manager |  | Senior Engineeer |  | Engineer |  | CADO Tech. |  | Clionical |  | Toual Satary Coata | $\begin{aligned} & \text { Totatar } \\ & \hline \end{aligned}$ | $\left\lvert\, \begin{gathered} \text { Average } \\ \text { Hourly Rato } \end{gathered}\right.$ | Aemarks |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  | 585.83 | (Rate) | 545.50 | (Aato) | \$30.82 | (Rato) | 327.00 | (Rata) | 30.00 | (Amta) |  |  |  |  |
|  |  |  |  |  |  | His | Con | His | Cont | His | Cosi | His | Cost | $\mathrm{H}_{3}$ | Cost |  |  |  |  |
| 2420, Stucture Platis |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Ster |  | $\pm$ | $\pm$ | 0 | 0 | \$0.00 | 0 | 50.00 | 0 | 50.00 | 0 | \$000 | 0 | \$0.00 | 50.00 | 0 | noivior |  |
| - Slaciantutames | 5 | 1 | 0 | = | 0 | 0 | 50.00 | 0 | 5000 | - | \$0.00 | 0 | S000 | 0 | 50.00 | 50.00 | 0 | rivivel |  |
| - Bndge No 1 |  |  |  |  |  | 0 |  | 0 |  | 0 |  | 0 |  |  |  |  |  |  |  |
|  | $\pm \times$ | : | $\square$ | $\ldots$ | 0 | 0 | 5000 | 0 | 5000 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 50.00 | 0 | toivor |  |
| L Reporiot Couc uotmye | Stur | 1 | $\square$ | $\square$ | 0 | 0 | 50.00 | 0 | 50.0 | 0 | 50.00 | $\bigcirc$ | 50.00 | 0 | 50.00 | 50.00 | 0 | *iviva |  |
|  | $\pm$ | - | - |  | 0 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 50.00 | 0 | roivior |  |
| a Constictach Stagng | stor |  |  |  | 0 | 0 | 50.00 | 0 | 5000 | 0 | 50.00 | 0 | 5000 | 0 | 50.00 | 50.00 | 0 | roivor |  |
| - Approach siev fath 6 celas | Sterif | . | , | $\because$ | 0 | 0 | 50.00 | 0 | 30.00 | 0 | 50,00 | 0 | \$0.00 | 0 | 50.00 | 50.00 | 0 | roivia |  |
| 1 Encisent Pans Ekvatod | seat | 1 | - | - | 0 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 50.00 | 0 | Soivia |  |
| 4 Endent Levats | sting | 2 |  | , | 0 | 0 | 50.00 | 0 | 50.00 | 0 | 5000 | 0 | 50.00 | 0 | 50.00 | 50.00 | 0 | eivival |  |
| 4. Srooe Figitctur Detaís | Ste | 1 |  |  | - | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 50.00 | 0 | noivia |  |
| - Pret prins beumit | 5 Stem |  |  |  | 0 | 0 | 5000 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 50.00 | 0 | voivior |  |
| $1 \mathrm{P}_{\text {eit Letals }}$ | Shea |  |  | - | 0 | 0 | \$0.00 | $\bigcirc$ | 5000 | $\bigcirc$ | 50.00 | $\bigcirc$ | 50.00 | 0 | \$0.00 | 50.00 | $\bigcirc$ | *ivar |  |
|  | tax | : | $\cdots$ | I | 32 | 0 | 50.00 | 0 | 50.00 | $\bigcirc$ | 50.00 | 0 | 50.00 | 0 | 50.00 | 5000 | 0 | roiviat |  |
| 1 Fminhioe sitace Ex.aturn | Statel | $\checkmark$ | 16 | I | 32 | 0 | 5000 | 0 | 50.00 | 0 | 50.00 | 0 | 50.co | 0 | 5000 | 50.00 | 0 | noivior |  |
| in Supertiouture Prati | $x$ | $\square$ | $\sim$ | , | 40 | 0 | 5000 | $\bigcirc$ | 50.00 | $\bigcirc$ | 5000 | 0 | 50.00 | $\bigcirc$ | 5000 | 5000 | 0 | eoivoil |  |
| 6. Supersuuctuie Secam | Sham | 2 | t | \% | 16 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 0 | 5000 | 50,0 | 0 | eivivar |  |
| - Sufersivetive Letan | Sime | . | \% | . | 9 | 0 | \$0.00 | 0 | 50.00 | 0 | 50.00 | 0 | \$0.00 | 0 | \$000 | 50.00 | 0 | voivia |  |
|  | Stant | - | - | $\square$ | 16 | 0 | \$0.00 | 0 | 30.00 | 0 | 50.00 | 0 | 50.00 | 0 | \$000 | 50,0 | 0 | *iviol |  |
|  | Stem | , | $\cdots$ |  | 16 | 0 | \$0.00 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 0 | 5000 | 5000 | 0 | *IVivor |  |
| - Herrtaravig atar his | stoe | : | 5 | 2 | 16 | 0 | 5000 | 0 | \$000 | 0 | 50.00 | $\bigcirc$ | 50.00 | 0 | 5000 | \$0.00 | 0 | voivar |  |
|  |  | , | $\square$ |  | 24 | 0 | S0.00 | 0 | 50.00 | 0 | 50.00 | $\bigcirc$ | 50.00 | 0 | \$0,00 | 5000 | 0 | riviva |  |
| Total |  |  |  | 36 | 288 | 0 | 30.00 | 0 | 30.00 | 0 | 50.00 | 0 | 50.00 | 0 | 60.00 | 50.60 | 0 | toiviol |  |
|  |  | - |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | - |  |
| 14.4 Antantanio wat Patis |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Srem. |  | - | 1 | 0 | 0 | 50.00 | 0 | 50.00 | 0 | 50.00 | 0 | S000 | 0 | \$0.00 | \$0.00 | 0 | -İvior |  |
| $\square$ Fertastio Wail | sent | + | $\square$ | , | 12 | 0 | 50.00 | 2 | 591.00 | 4 | \$12328 | 6 | 516200 | 0 | \$000 | \$37628 | 12 | \$31.36 |  |
| Pelatas) Walt | Smat | . | $\square$ |  | 12 | 0 | 50.00 | 2 | 591.00 | 4 | \$12328 | 6 | 516200 | 0 | 50.00 | 537628 | 12 | \$3136 |  |
| 1 fethinum Nall | then |  |  |  | 0 | 0 | 50.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | 50.00 | 50.00 | 0 | eoiva |  |
| - fielanieq War. 4 | 380m |  |  |  | 0 | 0 | 50.00 | 0 | \$000 | 0 | 50.00 | 0 | 5000 | 0 | 5000 | 5000 | 0 | toivior |  |
| 1. Retanma Wails | sient |  |  |  | 0 | 0 | 50.00 | 0 | 5000 | 0 | 50.00 | 0 | 50.00 | $\bigcirc$ | \$000 | 50.00 | 0 | vorvor |  |
|  | Srat |  |  | - | 0 | 0 | \$0.00 | 0 | 50,0 | 0 | 5000 | 0 | 50,0 | 0 | \$0.00 | 5000 | 0 | coiviol |  |
| Total |  |  |  | 4 | 24 | 0 | 30.00 | 4 | 5162.00 | $\bigcirc$ | 524.56 | 12 | 5324.00 | 0 | 50.00 | 575256 | 24 | 531.38 |  |



## EXHIBIT "E"

## COST BREAKDOWN

## TOTAL COST OF THE BOGGY CREEK ROAD PHASE II IMPROVEMENTS

## PHASE I COSTS (COMPLETED 2012):

## PHASE II COSTS:

## PHASE II (CROCKETT)

| AMENDMENT TO ORIGINAL AGREEMENT | \$2,382,814.00 |
| :---: | :---: |
| ADDITIONAL COSTS PER ORIGINAL AGREEMENT | \$67,186.00 |
| TOTAL PHASE II CROCKETT CASH CONTRIBUTION | \$2,450,000.00 |
| LESS DESIGN FEES (DEWBERRY, INC.) PAID TO DATE | \$854,582.55 |
| REMAINING CROCKETT CONTRIBUTION TO IMPROVEMENTS | \$1,595,417.45 |
| PHASE II ORANGE COUNTY |  |
| ENGINEERS ESTIMATE FOR PHASE II | \$14,079,810.35 |
| LESS REMAINING CROCKETT CONTRIBUTION | \$1,595,417.45 |
| PHASE II ORANGE COUNTY CASH CONTRIBUTION | \$12,484,392.90 |

## SCHEDULE OF FUNDING FOR CROCKETT CONTRIBUTION

1 Costs incurred by Crockett for the Road Widening Design. The current Contract between Dewberry, Inc. and Crockett is for $\$ 757,134.11$. Amendment \# 1 dated 2/8/17 for $\$ 97,448.44$ is attached with Exhibit " D ". Total Design cost is $\$ 854,582.55$.

2 Total payment in the amount of \$2,450,000.00 less amounts paid under item 1.

3
Cost overrun payments by Crockett

TRANSPORTATION IMPACT FEE ACCOUNT (CROCKETT):

| Permitting Deposit (Phase I) | $\$ 250,000.00$ |
| :--- | ---: |
| Dewberry Invoices (thru \# 21) | $\$ 471,397.47$ |
|  |  |
| Total Account Nov. 4, 2016 | $\mathbf{\$ 7 2 1 , 3 9 7 . 4 7}$ |

## EXHIBIT "F"

## UPDATED BUDGET

## Exhibit " $D$ " to the Agreement is hereby supplemented to add the attached 3 pages

prepared bv Dewberry Engineers Inc. dated August 2016

| Engineer's Opinion of Probable Cost ( $100 \%$ Submittal) <br> Boggy Creek Road <br> From South Access Road to Wetherbee Road <br> Prepared By Dewberry Engineers Inc., August 2016 |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Pay ${ }^{\text {anem }}$ | - beeciption | cins | 2006ty | Unte coet | Cost |
| ROADWAY ITEMS |  |  |  |  |  |
| 101-1 | Mobilization (10\%) | LS | 1 | \$953,911.97 | \$953,911.97 |
| 102-1 | Maintenance of Traffic (15\%) (730 Days) | LS | 1 | \$1.430,867.95 | \$1,430,867.95 |
| 104-14 | Prevention, Controt, And Abatement of Erosion and Water Pollution (5\%) | LS | 1 | \$476,955.98 | \$476,955.98 |
| 110-1-1 | Clearing and Grubbing (LS/AC) | AC | 32 | \$10,804.10 | \$343,786.46 |
| 120-4 | Subsoil Excavation (A-8/Unsuitable Matenal) | CY | 1000 | \$6.16 | \$6,160.00 |
| 120-9 | Excavation, Embankment, and Grading (LS/CY) (Excavation) | CY | 83983 | \$4.32 | \$362,806.56 |
|  | Excavation, Embankment, and Grading (LS/CY) (Embankment) | CY | 55454 | \$10.29 | \$570,621.66 |
| 160-4 | Type B Stabilization (12") (Minimum LBR 40) | SY | 68940 | \$3.30 | \$227,502.00 |
| 270-08 | Soil Cement Base (300 PSI - Primed) ( $8^{\prime \prime}$ ) | SY | 1102 | \$14.00 | \$15,428.00 |
| 270-12 | Soil Cement Base (300 PSI - Primed) (12') | SY | 56726 | \$16.00 | \$907,616.00 |
| 286-1 | Turnout Construction | SY | 147 | \$28.65 | \$4,211.55 |
| 327-70-6 | Milling Existing Asphait Pavement (1.5" Avg. Depth) | SY | 4497 | \$1.98 | \$8,904.06 |
| 334-1-13 | Superpave Asphalt Concrete (SP 12.5) (Traffic C - Inc Tack Coat) (3") | TN | 9048 | \$89 98 | \$814,178.18 |
| 337-7-43 | Asphaltic Conc. Friction Course (FC 12.5) (Traffic C) (1.5") | TN | 4944 | \$103.24 | \$510,407.72 |
| 337.7-43A | Asphaltic Conc. Friction Course (FC 12.5) (Traffic C) (Overbuild) | TN | 32 | \$103.24 | \$330.37 |
| 400-2-1 | Concrete Class II (Culverts) | CY | 134 | \$1,347, 61 | \$180,579.74 |
| 400-2-8 | Concrete Class II (Bulkhead) | CY | 156 | \$1.030.00 | \$160,680.00 |
| 400-4-1 | Concrete Box Culvert (Inc. Reinforcing Steel) | LS | 1 | \$135,000.00 | \$135,000.00 |
| 415-1-1 | Reinforcing Steel (Roadway) | LB | 27097 | \$1.08 | \$29,264.76 |
| 415-1-8 | Reinforcing Steel (Bulkhead) | LB | 15535 | \$1.31 | \$20,350.85 |
| 425-1-311 | Inlets (Curb Type P-1) (<10') | EA | 32 | \$4.765.63 | \$152,500.16 |
| 425-1-315 | Inlets (Curb Type P-1) (Partial) | EA | 1 | \$5,423.11 | \$5,423.11 |
| 425-1-321 | Inlets (Curb Type P-2) (<10') | EA | 12 | \$5,005.86 | \$60,070.32 |
| 425-1-411 | Inlets (Curb Type J-1) (<10') | EA | 8 | \$7,556.45 | \$60,451.60 |
| 425-1-421 | Inlets (Curb Type J-2) (<10') | EA | 3 | \$6,414.83 | \$19,244.49 |
| 425-1-521 | Inlets (Ditch Bottom Type C) (<10') | EA | 4 | \$3,049.86 | \$12,199.44 |
| 425-1-523 | Inlets (Ditch Bottom Type C) (J Bottom <10') | EA | 1 | \$5,980 27 | \$5,980.27 |
| 425-1-583 | Inlets (Ditch Bottom Type H) (J Bottom < 10') | EA | 2 | \$4,682.69 | \$9,365.38 |
| 425-2-61 | Manholes ( $\mathrm{P}-8$ ) (<10) | EA | 3 | \$4,078.95 | \$12,236.85 |
| 425-2-91 | Manholes (J-8) (<10) | EA | 2 | \$6,017.86 | \$12,035.72 |
| 425-2-92 | Manholes ( $\mathrm{J}-8$ ) (>10) | EA | 3 | \$9,156.68 | \$27,470.04 |
| 430-175-118 | Pipe Culvert (S/CD) (Round) (18") (RCP - Class III) | LF | 3699 | \$57.57 | \$212,951.43 |
| 430-175-124 | Pipe Culvert (S/CD) (Round) (24") (RCP - Class III) | LF | 1581 | \$68.39 | \$108,124.59 |
| 430-175-130 | Pipe Culvert (S/CD) (Round) (30") (RCP. Class III) | LF | 675 | \$85.82 | \$57,928.50 |
| 430-175-136 | Pipe Culvert (S/CD) (Round) (36") (RCP - Class III) | LF | 2635 | \$110.44 | \$291,009.40 |
| 430-175-142 | Pipe Culvert (S/CD) (Round) (42') (RCP - Class III) | LF | 796 | \$146.41 | \$116,542.36 |
| 430-175-160 | Pipe Culvert (S/CD) (Round) (60") (RCP - Class III) | LF | 74 | \$297.82 | \$22,038.68 |
| 430-175-218 | Pipe Culvert (S/CD) (Other - Elip/Arch) (18") (RCP Class III) | LF | 174 | \$75.66 | \$13,164.84 |
| 430-175-224 | Pipe Culvert (S/CD) (Other - Elip/Arch) (24") (RCP Class III) | LF | 85 | \$100.80 | \$8,568.00 |
| 430-982-142 | Mitered End Section (CD) (Round) (42") | EA | 2 | \$5.239.25 | \$10,478.50 |
| 430-982-160 | Mitered End Section (CD) (Round) (60") | EA | 1 | \$25.818.41 | \$25,818.41 |
| 515-2-11 | Handrail (Galvanized Steel) | LF | 3122 | \$35.00 | \$109,270.00 |
| 520-1-7 | Concrete Curb and Gutter (Type E) | LF | 12558 | \$14.48 | \$181,839.84 |
| 520-1-10 | Concrete Curb and Gutter (Type F) | LF | 12561 | \$18.12 | \$227,605.32 |
| 520-5-16 | Concrete Traffic Separator (Type I) (8.5') | LF | 7 | \$39.08 | \$273.56 |
| 521-72-5 | Shoulder Concrete Barrier Wall (Rigid - Curb and Gutter) | LF | 1830 | \$279.72 | \$511,887.60 |
| 522-1 | Concrete Sidewalk (4" Thick) | SY | 7993 | \$36.51 | \$291,824.43 |
| 522-2 | Concrete Sidewalk and Driveways (6" Thick) | SY | 340 | \$45.52 | \$15,476.80 |
| 524-1-1 | Concrete Ditch Pavement (Non-Reinforced) (3") | SY | 31 | \$48.22 | \$1,494.82 |
| 524-1-4 | Concrete Ditch Pavement (Non-Reinforced) (6*) | SY | 52 | \$66.27 | \$3,446.04 |
| 527-2 | Detectable Warnings | SF | 146 | \$27 56 | \$4,023.76 |
| 536-73 | Guardrail Removal | LF | 1050 | \$1.66 | \$1,743.00 |
| 550-10-220 | Fencing (Type B) (6') (Standard) | LF | 8727 | \$10.77 | \$93,989.79 |
| 550-60-212 | Fence Gate (Type B) (Single) (12') | EA | 5 | \$1,281.63 | \$6,408.15 |
| 570-1-2 | Performance Turf, Sod | SY | 58306 | \$2.37 | \$138,185.22 |
|  |  |  |  |  |  |
| ROADWAY SUB TOTAL |  |  |  |  | \$9,990,634.24 |


| Engineer's Opinion of Probable Cost (100\% Submittal) |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Pay Nom | - Dascriputon | Onlt | Gramely | Unite Cobt | Totel Coat |
| STRUCTURES ITEMS |  |  |  |  |  |
| 400-1 | Bridge | LS | 1 | \$692,261,44 |  |
| 110-3 | Removal of Existing Structure | SF | 4590 | \$18.05 | \$82,849.50 |
| 400-2-4 | Concrete Class II (Superstructure) | CY | 225 | \$595.03 | \$133,881.75 |
| 400-4-5 | Concrete Class II (Substructure) | CY | 125 | \$1,123.91 | \$140,488.75 |
| 400-9 | Bndge Deck Grooving and Planing (Deck Thickness $8.5{ }^{\text {a }}$ or Greater) | SY | 781 | \$6.31 | \$4,928.11 |
| $400-145$ | Cleaning Concrete Surface | SF | 8931 | \$1.25 | \$11,163.75 |
| 400-147 | Composite Neoprene Pads | CF | 6 | \$884.19 | \$5,305.14 |
| 415-1-4 | Reinforcing Steel (Superstructure) | LB | 57000 | \$0.74 | \$42,180.00 |
| 415-1-5 | Reinforcing Steel (Substructure) | LB | 18200 | \$0.89 | \$16,198.00 |
| 450-1-2 | Prestressed Beams (Type III) | LF | 889 | \$220.00 | \$195,580.00 |
| 458-1-11 | Bridge Deck Expansion Joint (New Construction F\&i) (Poured Joint) | LF | 84 | \$46.21 | \$3,881.64 |
| 460-70-3 | Aluminum Bullet Railings-Bridge (32-F-Shape) | LF | 240 | \$24.70 | \$5,928.00 |
| 521-5-1 | Concrete Traffic Railings - Bridge (32-F-Shape) | LF | 480 | \$73.91 | \$35,476.80 |
| 521-6-1 | Concrete Parapet (Pedestrian/Bicycle) | LF | 240 | \$60.00 | \$14,400.00 |
| 400-2-10 | Concrete Class II (Approach Slab) | CY | 94 | \$440.27 | \$41,385.38 |
| 455-34-3 | Prestressed Concrete Piling - (F\&I) (18 ${ }^{\text {² }}$ Square) | LF | 2420 | \$200.00 | \$484,000.00 |
| 455-133-3 | Sheet Pilling Steel (F\&II) (Permanent) | SF | 21386 | \$34 45 | \$736,747.70 |
| 455-143-3 | Test Piles - Prestressed Concrete ( $18^{\prime \prime}$ Square) | LF | 500 | \$230.00 | \$115,000.00 |
| 530-3-3 | Riprap - Rubble (Bank and Shore) | TN | 724 | \$69.61 | \$50,397.64 |
|  |  |  |  |  |  |
| STRUCTURES SUB TOTAL |  |  |  |  | \$2,119,792.16 |
| SIGNALIZATION ITEMS |  |  |  |  |  |
| 603-1 | Signalization - Wetherbee Road | LS | 1 | \$202,157.20 |  |
| 630-2-11 | Conduit (F\&I) Open Trench | LF | 185 | \$7.89 | \$1,459.65 |
| 630-2-12 | Conduit (F\&I) Directional Bore | LF | 260 | \$15.09 | \$3,923.40 |
| 632-7-1 | Signal Cable - New Or Reconstructed Intersection (F\&1) | PI | 1 | \$5,316.01 | \$5,316.01 |
| 635-2-12 | Pull and Splice Box (F\&1) Special Cover Size | EA | 10 | \$1,222.68 | \$12,226.80 |
| 646-1-11 | Aluminum Signals Pole (Pedestal) | EA | 4 | \$1,058.04 | \$4,232.16 |
| 646-2-12 | Aluminum Signals Pole (Pedestrian Detector Post) | EA | 2 | \$711.15 | \$1,422.30 |
| 649-31-203 | Mast Arm (F\&1) Single Arm, W/O Luminaire (60') | EA | 2 | \$30,993.46 | \$61,986.92 |
| 649-31-205 | Mast Arm (F81) Single Arm, W/O Luminaire (78) | EA | 1 | \$33,269.94 | \$33,269.94 |
| 649-36-500 | Mast Arm (Remove Deep/ Complete Foundation) (Bolt On Attachment) | EA | 3 | \$4,655.97 | \$13,967.91 |
| 650-1.311 | Traffic Signal (F8I) (3 Section, 1-Way) (Aluminum) | AS | 6 | \$1.012.97 | \$6,077.82 |
| 650-1-411 | Traffic Signal (F\&I) (4 Section, 1-Way) (Aluminum) | AS | 2 | \$1,248.96 | \$2,497.92 |
| 653-1-60 | Pedestrian Signal (Remove Ped Signal) (Pole/Pedestal To Remain) | EA | 8 | \$95.71 | \$765.68 |
| 653-191 | Pedestrian Signal (F\&.1) (LED Countdown) (1Direction) | AS | 6 | \$679.81 | \$4,078.86 |
| 660-4-10 | Vehicle Dection System - Video (F\&I) (Complete System) | EA | 1 | \$20,000 0 | \$20,000.00 |
| 663-1-10 | Signal Prority $/$ Preemption System (F\&I) (Optical) (Complete System) | EA | 1 | \$7,114.75 | \$7,114.75 |
| 665-1-11 | Pedestrian Detector (F8ı1) Standard | EA | 6 | \$226.99 | \$1,381.94 |
| 670-5-410 | Traffic Controller Assembly (Modify) | AS | 1 | \$1,500.00 | \$1,500.00 |
| 700-5-12 | intemally Illuminated Sign | EA | 3 | \$3.239.42 | \$9,718.26 |
|  | Removal of Existing Signal Equipment (Misc.) $(10 \%)$ | Pl | 1 | \$11,236.88 | \$11,236.88 |
|  |  |  |  |  |  |
| SIGNALIZATION SUB TOTAL |  |  |  |  | \$202,157.20 |
| SIGNING AND PAVEMENT MARKING ITEMS |  |  |  |  |  |
| 700-1-11 | Single Post Sign (F\&1) (<12 SF) | AS | 23 | \$316.92 | \$7,289.16 |
| 700-1-12 | Single Post Sign (F\&I) (12-20 SF) | AS | 12 | \$980.01 | \$11,760.12 |
| 700-1-60 | Single Post Sign (Remove) | AS | 21 | \$17.49 | \$367.29 |
| 700-2-13 | Mult-Post Sign (F\&I) (21-30 SF) | AS | 1 | \$3.562 07 | \$3,562.07 |
| 700-2-14 | Multi-Post Sign (F\&I) (31-50 SF) | AS | 1 | \$4.420.82 | \$4,420.82 |
| 700-2-60 | Multi-Post Sign (Remove) | AS | 3 | \$473.46 | \$1,420.38 |
| 705-10-1 | Object Marker (Type I) | EA | 21 | \$127.17 | \$2,670.57 |
| 705-11-3 | Delineator (Flexible High Visibility Median) | EA | 2 | \$183.81 | \$367.62 |
| 706-3 | Retro-Reflective Pavement Markers | EA | 564 | \$3.40 | \$1,917.60 |
| 710.90 | Painted Pavement Markıngs (Final Surface) | LS | 1 | \$10,899.27 | \$10,899.27 |
| 710-11-290 | Painted Pavement Markings (Standard) (Yellow) (Island Nose) | SF | 225 | \$1.72 | \$387.00 |
| 711-11-123 | Thermoplastic (Standard) (White) (Solid) (12") | LF | 1002 | \$2.24 | \$2,244.48 |
| 711-11-124 | Thermoplastic (Standard) (White) (Solid) (187) | LF | 1128 | \$2.92 | \$3,293.76 |
| 711-11-125 | Thermoplastic (Standard) (White) (Solid) (24") | LF | 107 | \$4.11 | \$439.77 |
| 711-11-141 | Thermoplastic (Standard) (White) (D/G/E) (6") | LF | 350 | \$0 30 | \$105.00 |
| 711-11-160 | Thermoplastic (Standard) (White) (Message) | EA | 17 | \$119.20 | \$2,026.40 |


| 711-11-170 | Thermoplastic (Standard) (White) (Arrows) | EA | 41 | \$58.18 | \$2,385.38 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 711-11-224 | Thermoplastic (Standard) (Yellow) (Solid) (18 ${ }^{\prime \prime}$ ) | LF | 496 | \$3.09 | \$1,532.64 |
| 711-11-241 | Thermoplastic (Standard) (Yellow) (D/G/E) (6") | LF | 404 | \$0.37 | \$149.48 |
| 711-16-101 | Thermoplastic (Standard - Other Surfaces) (White) (Solid) (6) | NM | 3.357 | \$3,902.73 | \$13,101.46 |
| 711-16-102 | Thermoplastic (Standard - Other Surfaces) (White) (Solid) (8) ${ }^{\text {" }}$ ) | LF | 1243 | $\$ 0.93$ | \$1,155.99 |
| 711-16-131 | Thermoplastic (Standard - Other Surfaces) (White) (Skip) (6") | GM | 2.780 | \$1,386.19 | \$3,853.61 |
| 711-16-201 | Thermoplastic (Standard - Other Surfaces) (Yellow) (Solid) (6") | NM | 3.354 | \$3,852.75 | \$12,922.12 |
|  |  |  |  |  |  |
| SIGNING AND PAVEMENT MARKING SUB TOTAL |  |  |  |  | \$88,272.00 |
| OTHER ITEMS |  |  |  |  |  |
| 900-1 | As-Built Plans | LS | 1 | \$50,000.00 | \$50,000.00 |
| 900-2 | Indemnification | LS | 1 | \$50,000.00 | \$50,000.00 |
| 900-3 | Groundwater Treatment and Disposal (5\%) | LS | 1 | \$625,042.78 | \$625,042.78 |
|  |  |  |  |  |  |
| OTHER ITEMS SUB TOTAL |  |  |  |  | \$725,042.78 |

Contigency (10\%)

|  | LS | 1 | $\$ 953,911.97$ | $\mathbf{\$ 9 5 3 , 9 1 1 . 9 7}$ |
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[^0]:    c: Larry Kaufmann, P.E.

