

**GREENWAY IMPROVEMENT DISTRICT  
BOARD OF SUPERVISORS' MEETING MINUTES**

**FIRST ORDER OF BUSINESS**

The Board of Supervisors' Meeting for the Greenway Improvement District was called to order on Tuesday, May 15, 2018 at 3:00 p.m. at 6900 Tavistock Lakes Blvd, Suite 200, Orlando, Florida 32827. Members listed below constituted a quorum.

Richard Levey	Chair
Karen Duerr	Assistant Secretary
Cristyann Courtney	Assistant Secretary

Also attending:

Jeff Newton	Donald W. McIntosh Associates
Larry Kaufmann	Construction Supervisor
Tucker Mackie	Hopping Green & Sams
Jennifer Walden	Fishkind & Associates
Hank Fishkind	Fishkind & Associates
Stephen Flint	Tavistock Development
Scott Thacker	Tavistock Development

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Mr. Levey explained that there is a public comment period for any matters related to the agenda. There were no public comments at this time.

**THIRD ORDER OF BUSINESS**

**Consideration of Minutes of  
the April 17, 2018 Board of  
Supervisors' Meeting**

Board Members reviewed the minutes from the April 17, 2018 Board of Supervisors' Meeting. Mr. Kaufmann provided edits.

On Motion by Ms. Duerr, second by Ms. Courtney, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the minutes of the April 17, 2018 Board of Supervisors' Meeting, as amended.

**FOURTH ORDER OF BUSINESS**

**Letter from Supervisor of Elections – Orange County**

Ms. Walden explained that the District is required to state on the record how many registered voters are in the District each year and currently there are 2,118 registered voters in this District. No action is required by the Board.

**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2018-04, General Election**

Ms. Walden explained that this resolution states that Seat 2, currently held by Mr. Adams, and Seat 3, currently held by Mr. Ventura, are up for election through the general election this November. She noted that the general election started with this District two years ago. She stated that behind the resolution is an exhibit which is an ad that District staff will place notating the qualifying period for candidates with the Orange County Supervisor of Elections. Ms. Walden will follow up to verify the time frame of noon on June 18, 2018 to noon on June 22, 2018 is correct before the ad is placed. Mr. Levey asked if these two seats are transitioning to registered electors' seats. Ms. Walden responded in the affirmative. Ms. Mackie explained that the only requirement is that the District must post an advertisement in the paper and in the past year there was an informal process by which the Developer reached out to certain individuals they thought might be interested in serving on the Board as well. In the event that no one qualifies for the seat, that seat will be declared vacant as of the second Tuesday following the election and then it would be up to the Board to appoint an individual to sit in those seats with the caveat that Mr. Adams and Mr. Ventura can continue to hold over in those seats until such time as a resident elector is found. Ms. Duerr asked if it should still say that Board Members receive \$200.00 per meeting if the Board elected not to do that. Ms. Mackie responded that it is up to each individual Supervisor to make that election and it is a personal choice and it is more typical for resident electors to elect to receive compensation.

On Motion by Ms. Courtney, second by Ms. Duerr, with all in favor, the Board of Supervisors for the Greenway Improvement District approved Resolution 2018-04, General Election.

## **SIXTH ORDER OF BUSINESS**

### **Consideration of Resolution 2018-05, Approving a Preliminary Budget for Fiscal Year 2019 and Setting a Public Hearing Date**

Ms. Walden explained that there is an Operations & Maintenance and Debt Service Budget. She noted that the Construction Committee met to review the different line items and what was coming on for the next fiscal year and are proposing increasing the budget by just over \$76,000.00. This means that the District would need to increase assessments for the second year in a row. She noted that this resolution starts the budget process and the District can always come down before the budget is finally approved but cannot increase it after today. Mr. Levey asked what the price per unit increase would go to. Ms. Walden distributed a breakdown (Minutes Exhibit A) which on the first page shows what the FY 2019 Assessments would be based on the increased amount and the second page shows what FY 2018 Assessments were. The Board reviewed the various increases to the line items. Ms. Courtney asked where the increase in funds are going. Mr. Flint stated that the majority is for landscaping and is the result of Nemours Parkway sections that are coming on line. The Board Members stated that residents had concerns over quality decreasing when the prices were going up. Ms. Mackie asked Mr. Thacker to go through what was discussed at the Construction Committee meeting regarding changes being proposed to the landscape maintenance contracts. Mr. Thacker explained many things are lumped into the Landscape Contractors contract and he is proposing removing some of those things that are being subcontracted out and then the District can subcontract those things directly and reduce some cost while having better control over the quality and by doing that the quality will increase and the cost reductions will be spent on improvements to increase the overall quality. Ms. Mackie noted that was the overall increase to the Personnel Leasing Agreement. The Personnel Leasing Agreement will be split equally among the three Districts and they will manage the irrigation of the project in order to reduce irrigation costs and improve the quality. Mr. Levey asked if the deduct comes out of the \$85,000.00 landscape maintenance contract. Mr. Thacker responded yes. Ms. Courtney asked for that to be communicated to residents. Mr. Levey asked how that would be handled. Ms. Mackie responded that she proposes including a cover letter to the required notice that describes why the assessments are increasing and what the money is being used for. Mr. Levey discussed including photographs of before and after pictures of where we are going with the landscaping.

Mr. Flint asked how you would go about adding significant roadway to the area without also increasing the budget. Mr. Kaufmann stated that it's a timing issue as there is a big lump of roadway coming on line before the houses are built. Dr. Fishkind stated that the other option would be for the Developer to put in a subsidy to even out the timing so the increase wouldn't affect the residents. Mr. Levey asked what the Board is being asked to do today and how would

the Board go about having the subsidy take place. Ms. Mackie stated that if the public hearing for adoption is set in August the noticing requirements is 20 days in advance and the District will have the June and perhaps July meeting to adjust the budget further and the District would not need to provide notice if the assessments were not increasing. Dr. Fishkind stated that the District has a requirement of 60 days that the District must submit the budget to the local government for review. Ms. Mackie noted that the Board should consider approving the budget today to set the max and the District can provide that budget to the local governing authorities to meet the requirement of June 15, 2018 and 60 days. She added that the decisions made at the June or July meeting will just dictate if the District will need to move forward with any kind of notice for increasing assessments.

Ms. Walden recommended August 21, 2018. Mr. Levey asked who is taking control over the review of the budget. Mr. Kaufmann stated that he is taking control over the review of the budget with the Construction Committee. Mr. Levey asked who is taking the responsibility of having a conversation with the Developer. Mr. Kaufmann responded that he and Mr. Thacker will take responsibility for that.

On Motion by Ms. Courtney, second by Ms. Duerr, with all in favor, the Board of Supervisors for the Greenway Improvement District approved Resolution 2018-05, Approving a Preliminary Budget for Fiscal Year 2019 and Setting August 21, 2018 at 3:00 p.m. at 6900 Tavistock Lakes Blvd., Suite 200, Orlando, FL 32827 for the Public Hearing.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Various Easements and Releases with Lake Nona High School Offsite Drainage**

- a) Release and Termination of Drainage and Temporary Construction Easement Agreement
- b) Release and Termination of Drainage Easement Agreement
- c) Release and Termination of

- Temporary  
Construction Easement  
Agreement**
- d) Drainage Easement in  
favor of School Board**
- e) Permanent Drainage  
Easement Agreement**

Ms. Mackie explained that this relates to drainage that was provided prior to the construction and during construction of a portion of Nemours Parkway Phase 6. She noted that the District had entered into a drainage and temporary construction easement and a drainage easement agreement that the District knew would be temporary based upon relocation of certain drainage facilities. Construction has been completed and the District has gotten descriptions of the final easement locations and those are found as exhibits behind Tabs D and E. The District is being requested to approve items behind Tabs A, B and C which release the prior drainage easements and then execute the new drainage easements in favor of the School Board. Once the District Board approves these documents tonight they will go back before the Orange County School Board for approval but staff has been working with the staff at the School Board level and they have signed off on the location.

On Motion by Ms. Courtney, second by Ms. Duerr, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the Release and Termination of Drainage and Temporary Construction Easement Agreement.

On Motion by Ms. Courtney, second by Ms. Duerr, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the Release and Termination of Drainage Easement Agreement.

On Motion by Ms. Courtney, second by Ms. Duerr, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the Release and Termination of Temporary Construction Easement Agreement.

On Motion by Ms. Courtney, second by Ms. Duerr, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the Drainage Easement Agreement in favor of School Board.

On Motion by Ms. Courtney, second by Ms. Duerr, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the Drainage Easement Agreement.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Financial  
Advisory Agreement**

Dr. Fishkind explained that the SEC and MSRB implemented new legislation and requirements of financial advisors. He explained that in order to give financial advice to the District a formal Financial Advisory Agreement is needed. Ms. Mackie stated that the District has a Bond Team Financing Agreement wherein the Developer finds soft costs related to the financing until such time as the District issues bonds. Mr. Byrnes wanted the opportunity to take a look at this Agreement with that in mind. Ms. Mackie requested approval subject to Tavistock review and consent.

On Motion by Ms. Duerr, second by Ms. Courtney, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the Financial Advisory Agreement subject to Mr. Byrnes' review.

**NINTH ORDER OF BUSINESS**

**Review of FY 2017 Audit  
Draft-Tabled**

Ms. Walden stated that for this District, District staff did not receive the audit report in time so she asked the Board to table this until the next meeting.

**TENTH ORDER OF BUSINESS**

**Consideration of  
Appointment to  
Construction Committee**

Ms. Walden noted that at the last meeting Mr. Thacker was appointed as a replacement for Ms. Ragusa so the Construction Committee now consists of Mr. Kaufmann, Mr. Good, and Mr. Thacker. Since the last meeting, District staff has received a resignation from Mr. Good and therefor a vacancy exists. Mr. Kaufmann recommended that Mr. Flint join the Construction Committee and be the third member temporarily.

On Motion by Ms. Courtney, second by Ms. Duerr, with all in favor, the Board of Supervisors for the Greenway Improvement District appointed Mr. Stephen Flint to the Construction Committee.

**ELEVENTH ORDER OF BUSINESS**

**Ratification of Requisition  
Nos. 531 – 548 Approved in  
April 2018 in an amount  
totaling \$341,246.41**

Board Members reviewed Requisition Nos. 531 – 548 Approved in April 2018 in an amount totaling \$341,246.41.

On Motion by Ms. Courtney, second by Ms. Duerr, with all in favor, the Board of Supervisors for the Greenway Improvement District ratified Requisition Nos. 531 – 548 approved in April 2018 in an amount totaling \$341,246.41.

**TWELFTH ORDER OF BUSINESS**

**Ratification of Operation  
and Maintenance  
Expenditures Paid in April  
2018 in an amount totaling  
\$100,102.61**

Board Members reviewed the Operation and Maintenance Expenditures paid in April 2018 in an amount totaling \$100,102.61.

On Motion by Ms. Courtney, second by Ms. Duerr, with all in favor, the Board of Supervisors for the Greenway Improvement District ratified the Operation and Maintenance Expenditures paid in April 2018 in an amount totaling \$100,102.61.

**THIRTEENTH ORDER OF BUSINESS**

**Recommendation of Work  
Authorizations/Proposed  
Services**

Mr. Kaufmann explained the Work Authorization behind Tab 10 from Migre Engineers for the Nemours Parkway Phase 7 Lift Station to complete electrical design in the amount of \$4,000.00.

On Motion by Ms. Duerr, second by Ms. Courtney, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the Work Authorization from Migre Engineers for the Nemours Parkway Phase 7 Lift Station in the amount of \$4,000.00.

Mr. Kaufmann noted that a proposal from PSI (Minutes Exhibit B) came in a couple hours ago and he has not had a chance to review it in detail. He noted that there are various unsuitable soils in the general work area of these projects. He reminded the Board that Centerline Drive is a CDD project but the balance of the road is Developer funded. He explained that the Contractor started moving some dirt around and staff feels that the dirt is not of high quality and needs to be investigated. The proposal from PSI is to do that work and is in the amount of \$2,901.00 and involves them doing some back checking of what was placed in the ground and monitoring what is going on moving forward. Mr. Newton stated that the District's field personnel and Tavistock's field personnel noticed that at the end of the road there was a pile of material that the Contractor pulled out of there and spread it across the work area. The pile of material had placed there as it had already been deemed unsuitable by Tavistock. He noted that if it was mixed properly it may be able to be used but staff wanted PSI to weigh in on it. Ms. Mackie suggested approval subject to further review by the Engineer and the Construction Supervisor. Ms. Courtney asked if anyone is at fault. Mr. Newton responded that if the soil is determined to be unsuitable then the Contractor will be required to remove it. Ms. Courtney asked the name of the Contractor. Mr. Newton responded that it is Dewitt. It was asked if the District could have the Contractor pay for the cost of the testing. Mr. Newton responded that if it is deemed to be unsuitable then the District has a good argument for a back charge.

On Motion by Ms. Duerr, second by Ms. Courtney, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the proposal from PSI for soil testing work in the amount of \$2,901.00 subject to further review and approval by the Construction Supervisor and the District Engineer.

**FOURTEENTH ORDER OF BUSINESS**

**Review of District's  
Financial Position and  
Budget to Actual YTD**

Board Members reviewed the District's statement of financial position. Ms. Walden noted that the District has expenses of \$430,000.00 vs. a budget of \$434,000.00. The District is currently under budget through April 2018 by just over \$4,000.00. There was no action required.

**FIFTEENTH ORDER OF BUSINESS**

**Staff Reports**

**District Counsel –**

No Report

**District Manager –**

Dr. Fishkind stated that the Developer has requested that the District facilitate a financing for Greenway which entails an update to the Engineer's Report. The Landowner and Developer has informed the District that there will be an update to the Land Development Plan. The District Manager will also be adjusting the Assessment Methodology Report. Dr. Fishkind noted that the District Manager is working closely with Mr. Newton, Ms. Mackie, and Mr. Byrnes to bring forward a Supplemental Engineer's Report and updated Supplemental Assessment Report at the next meeting so the District can commence with the financing documents. He noted that the idea is to complete financing in July. Mr. Kaufmann noted that the increase in density may impact the District's current construction and may require a redo of some infrastructure later which is all taken into account.

**District Engineer –**

Mr. Newton circulated the Construction Contract Status Memorandum (Minutes Exhibit C). He explained that Nemours Parkway Phase 5 is in closeout stages and as-builts are in process. He noted that there were some defects in the storm drainage

system that needed to be repaired. The repair process has been approved by the City and the District Engineer is working with the Contractor on getting that done. He noted that on Nemours Parkway Phase 6 the storm drainage is all in and he is working with the Landscape Architect on some issues with availability of plant material. He noted that this project seems to be ahead of schedule. He explained that Lake Nona at the Kellogg extension which includes Centerline Drive has the potential unsuitable material issue and that project Dewitt was waiting on fully approved shop drawings before they even ordered any of their structures which the District Engineer told them to go ahead and order. Now that they have approved shop drawings they should be able to order all of their structures. Ms. Courtney asked when the District Engineer expects that Nemours Parkway will be open. Mr. Newton responded that it should be open in August or September.

**Construction Supervisor – No Report**

**SIXTEENTH ORDER OF BUSINESS**

**Supervisor and Audience  
Comments & Adjournment**

There were no audience comments or Supervisor Requests.

On Motion by Ms. Courtney, second by Ms. Duerr, with all in favor, the May 15, 2018 Meeting of the Board of Supervisors for the Greenway Improvement District was adjourned.



Secretary/Assistant Secretary



Chair/Vice Chair

**Greenway Improvement District  
FY 18-19 Assessments**

<u>Product Type</u>	<u>FY 18-19</u>		<u>Total Annual</u>
	<u>O&amp;M/ Platted</u>	<u>Bond Assmt.</u>	<u>CDD Assmt.</u>
	<u>Unit</u>	<u>Per Unit</u>	<u>Per Unit</u>
<u>Multi-Family Platted</u>			
Condominium	\$155.36	\$642.97	\$798.33
Duplex/Triplex	\$155.36	\$642.97	\$798.33
Townhome	\$155.36	\$642.97	\$798.33
Subtotal, Multi-Family			
<u>Nongated Single-Family Platted</u>			
Large House/Paired Lot	\$155.36	\$642.97	\$798.33
30' x 120' Single-Family Lot	\$155.36	\$642.97	\$798.33
40' x 90' Single-Family Lot	\$189.88	\$785.85	\$975.73
40' x 120' Single-Family Lot	\$189.88	\$785.85	\$975.73
45' x 120' Single-Family Lot	\$207.14	\$857.29	\$1,064.43
50' x 120' Single-Family Lot	\$276.19	\$1,143.06	\$1,419.25
60' x 120' Single-Family Lot	\$310.71	\$1,285.94	\$1,596.65
60' x 130' Single-Family Lot	\$310.71	\$1,285.94	\$1,596.65
Jewel Box Lots	\$310.71	\$1,285.94	\$1,596.65
65' x 130' Single-Family Lot	\$310.71	\$1,428.82	\$1,739.53
70' x 120' Single-Family Lot	\$345.24	\$1,428.82	\$1,774.06
70' x 130' Single-Family Lot	\$345.24	\$1,428.82	\$1,774.06
80' x 130' Single-Family Lot	\$379.76	\$1,571.70	\$1,951.46
90' - 100' Single-Family Lot	\$448.81	\$1,857.47	\$2,306.28
30' Island Single-Family Lot	\$310.71	\$1,285.94	\$1,596.65
Zipper Lot	\$224.40	\$928.73	\$1,153.13
Subtotal, Nongated Single Family			
<u>Gated Estate Homes</u>			
Estate Home 65' Lot	\$414.28	\$1,714.59	\$2,128.87
Estate Home 80' Lot	\$466.07	\$1,928.91	\$2,394.98
Estate Home 110' Lot	\$586.90	\$2,429.00	\$3,015.90
Subtotal, Gated Estate Homes			
<u>Hotel</u>			
Hotel	\$138.09	\$571.53	\$709.62
<u>Multi-Family Commercial</u>			
Apartments	\$86.31	\$357.21	\$443.52
Specialty Care	\$172.62		\$172.62
Subtotal, Commercial Res.			
<u>Nonresidential Commercial</u>			
	\$/SF		
Nonmedical Office	\$0.23	\$0.95	\$1.18
Medical Office	\$0.36	\$1.50	\$1.86
Retail	\$0.23	\$0.95	\$1.18

**Greenway Improvement District  
FY 17-18 Assessments**

<u>Product Type</u>	<u>FY 17-18</u>		<u>Total Annual</u>
	<u>O&amp;M/ Platted</u>	<u>Bond Assmt.</u>	<u>CDD Assmt.</u>
	<u>Unit</u>	<u>Per Unit</u>	<u>Per Unit</u>
<u>Multi-Family Platted</u>			
Condominium	\$140.92	\$642.97	\$783.89
Duplex/Triplex	\$140.92	\$642.97	\$783.89
Townhome	\$140.92	\$642.97	\$783.89
Subtotal, Multi-Family			
<u>Nongated Single-Family Platted</u>			
Large House/Paired Lot	\$140.92	\$642.97	\$783.89
30' x 120' Single-Family Lot	\$140.92	\$642.97	\$783.89
40' x 90' Single-Family Lot	\$172.24	\$785.85	\$958.09
40' x 120' Single-Family Lot	\$172.24	\$785.85	\$958.09
45' x 120' Single-Family Lot	\$187.90	\$857.29	\$1,045.19
50' x 120' Single-Family Lot	\$250.53	\$1,143.06	\$1,393.59
60' x 120' Single-Family Lot	\$281.85	\$1,285.94	\$1,567.79
60' x 130' Single-Family Lot	\$281.85	\$1,285.94	\$1,567.79
Jewel Box Lots	\$281.85	\$1,285.94	\$1,567.79
65' x 130' Single-Family Lot	\$281.85	\$1,428.82	\$1,710.67
70' x 120' Single-Family Lot	\$313.16	\$1,428.82	\$1,741.98
70' x 130' Single-Family Lot	\$313.16	\$1,428.82	\$1,741.98
80' x 130' Single-Family Lot	\$344.48	\$1,571.70	\$1,916.18
90' - 100' Single-Family Lot	\$407.11	\$1,857.47	\$2,264.58
30' Island Single-Family Lot	\$281.85	\$1,285.94	\$1,567.79
Zipper Lot	\$203.55	\$928.73	\$1,132.28
Subtotal, Nongated Single Family			
<u>Gated Estate Homes</u>			
Estate Home 65' Lot	\$375.79	\$1,714.59	\$2,090.38
Estate Home 80' Lot	\$422.77	\$1,928.91	\$2,351.68
Estate Home 110' Lot	\$532.37	\$2,429.00	\$2,961.37
Subtotal, Gated Estate Homes			
<u>Hotel</u>			
Hotel	\$125.26	\$571.53	\$696.79
<u>Multi-Family Commercial</u>			
Apartments	\$78.29	\$357.21	\$435.50
Specialty Care	\$156.58		\$156.58
Subtotal, Commercial Res.			
<u>Nonresidential Commercial</u>			
	<u>\$/SF</u>		
Nonmedical Office	\$0.21	\$0.95	\$1.16
Medical Office	\$0.33	\$1.50	\$1.83
Retail	\$0.21	\$0.95	\$1.16

GREENEWAY IMPROVEMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

Project Name: Centerline Dr.

Brief Description: Geotechnical Study For CDD & Developer

Name of Consultant / Vendor: PST, INC

Is this work pursuant to an existing Agreement?  Yes  No

If so, name and date of Agreement: \_\_\_\_\_

Is this project included in the District Capital Improvement Plan?  Yes  No

Are the services required contemplated in the Capital Improvement Plan?  Yes  No

Is this a continuation of previously authorized work?  Yes  No

Proposal attached:  Yes  No

Form of Agreement Utilized: Proposal

Amount of Services: \$ 2,901.<sup>00</sup>

Recommendation:  Approve  Deny

By: \_\_\_\_\_  
Larry Kaufmann, Chairman  
Boggy Creek Improvement District Construction Committee

c: Jennifer Walden  
Tucker Mackie  
Jeffrey Newton



Proposal Number: 0757- 244809  
May 15, 2018

Professional Service Industries, Inc.  
1748 33<sup>rd</sup> Street, Orlando, FL 32839  
Phone: (407) 304-5560  
Fax: (407) 304-5561

**Mr. Richard Levey, Chairman**

Board of Supervisors  
Greenway Improvement District  
12051 Cooperate Boulevard,  
Orlando, 32817

RE: Proposal  
Geotechnical Engineering Services  
Soil Stockpile: Laureate Park  
Lake Nona  
Orlando, Orange County, Florida  
PSI Proposal No.: 0757- 244809

Dear Mr. Levey:

Pursuant to your request, Professional Service Industries, Inc. (PSI) is pleased to submit this proposal for performance of a geotechnical exploration within the Laureate Park development area. This proposal presents our proposed scope of services, as well as contains information on scheduling and our fees for the proposed work. Our proposal is based on access being provided through gates to our personnel and equipment as needed.

**Project Information**

The site under consideration is an existing stockpile dispersal area located within the Laureate Park Development in Lake Nona, Orlando, Florida. The stockpile was located approximately 850 feet southwest of the southern terminus of Eliot Avenue. The stockpile was also located directly north of existing Wetland W-91 and approximately 200 feet south of Qetland W-58 (located west of Eliot Avenue). Based on Aerial imagery from Google Earth Pro, the stockpile area was approximately 400 feet long (east to west) and 100 to 150 wide (north to south).

We understand the stockpile was generated from the Laureate Park mass grading project during October 2012. The materials were generated from the stripping and demucking of former Wetland 107. The stockpile was identified to consist of organic stained to slightly organic fine sands, along with cypress root materials. It is our further understanding that soils from the stockpile have been disturbed and redistributed in a thin layer (approximately 6 to 12 inches) throughout an approximately 2 to 3-acre on-site area. We understand Donald W. McIntosh Associates, Inc. (DWMA – the project Civil Engineering firm) would like to evaluate the suitability of the former stockpile soils.

The above listed information/assumptions have been used for the purpose of preparing this proposal. Adjustments to the scope of services may be necessary if the planned development differs from the noted information/ assumptions.





### **Scope of Geotechnical Services**

The purpose of the subsurface exploration is to obtain general information on the surficial soil conditions in the areas containing the former stockpile soils.

The following services will be provided in order to achieve the preceding objective:

1. Execute a program of subsurface sampling and field testing. PSI proposes to perform a field exploration program consisting of a series of manual auger borings throughout the areas where the stockpile soils are understood to have been dispersed. We will perform 20 to 25 shallow auger borings at a generally even spacing across the areas identified as containing surficial soils from the former stockpile. In the auger borings, samples will be recovered from the flights of the auger at regular intervals.
2. Visually classify and stratify representative soil samples in the laboratory using the Unified Soil Classification System. Conduct a laboratory testing program to confirm soil classification and engineering properties. Identify soil conditions at each boring location and form an opinion of the soil constituency.
3. The results of the field exploration and laboratory tests will be presented in a written engineering report prepared by a Professional Engineer licensed in the State of Florida, including our professional opinion regarding the soils suitability for fill.

### **Schedule**

We are in position to start work on the assignment immediately upon receipt of authorization to proceed. The first tasks will be to locate and stake the borings in the field and to coordinate obtaining utility clearance for the borings per Florida code. We anticipate a further 1 to 2 days for completion of the drilling work. Engineering and laboratory testing will be performed during and following the drilling work, requiring an additional 5 to 7 work days to complete. From notice to proceed/access to the site, through submittal of a report will require on the order of 2 to 2.5 weeks.

### **Service Fee**

It is proposed the fee for performance of the above-outlined services be determined on a unit price basis, in accordance with our attached Schedule of Services and Fees, and the work be performed pursuant to our General Conditions. A copy of our Schedule of Services and Fees along with our General Conditions is enclosed. Based on the noted scope of work and the attached Schedule of Services and Fees, it is estimated PSI's fee for geotechnical services for the project will be \$2,901.00.

If any additional field services/testing are required, these services will be done on a time and materials basis in accordance with the rates provided in our *2018 Standard Geotechnical Unit Fee Schedule*



**Closure**

We appreciate the opportunity to continue offering our services to Greenway Improvement District and look forward to working with you. If this proposal is acceptable, please sign below as notice to proceed and return one (1) copy of this proposal intact to our office. Should you have any questions in regards to this proposal, please do not hesitate to contact this office.

Sincerely,

**PROFESSIONAL SERVICE INDUSTRIES, INC.**

Malcolm A. Thompson, E.I.  
Staff Engineer

Robert A. Trompke, P.E.  
Principal Consultant/Department Manager

0757-244809 (Laureatte Park – Stockpile Soils).docx

cc: Mr. Robin Persad – Donald W. McIntosh Associates, Inc.  
Mr. James C. Nugent, P.E. – Donald W. McIntosh Associates, Inc.

Attachment: Schedule of Services and Fees

AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

BY (Please Print): \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_



**SCHEDULE OF SERVICES AND FEES**  
**Geotechnical Engineering Services**  
**Laureate Park – Stockpile Soils**  
**Lake Nona**  
**Orlando, Orange County, Florida**

	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Rate</u>	<u>Total Cost</u>
<b><u>I. FIELD INVESTIGATION</u></b>					
A.	Truck Mobilization	1	Trip	\$ 100.00	\$ 100.00
B.	Utility Coordination (Staff Engineer)	1	Hours	85.00	85.00
C.	1-man field crew (1 day)	8	Hours	68.00	544.00
	<b>Subtotal Field Investigation</b>				<b>\$ 729.00</b>
<b><u>II. LABORATORY TESTING</u></b>					
A.	Senior Engineering Technician (Allowance for Visual Classification)	2	Hours	\$ 68.00	\$ 136.00
B.	Natural Moisture Content	8	Ea.	12.00	96.00
C.	Organic Content	8	Ea.	40.00	320.00
D.	-200 Sieve	8	Ea.	40.00	320.00
	<b>Subtotal Laboratory Testing</b>				<b>\$872.00</b>
<b><u>III. ENGINEERING SERVICES</u></b>					
A.	Principal Engineer	2	Hours	\$ 185.00	\$ 370.00
B.	Project Engineer	6	Hours	110.00	660.00
C.	CAD Drafting	2	Hours	77.00	154.00
D.	Clerical	2	Hours	58.00	116.00
	<b>Subtotal Engineering Services</b>				<b>\$ 1,300.00</b>
	<b>TOTAL ALL SERVICES</b>				<b>\$ 2,901.00</b>

## GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

## GENERAL CONDITIONS

10. **ALLOCATION OF RISK:** CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI.
- SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.
- NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).
- NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.
11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **RECORDING:** Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.
16. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.
17. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
18. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

Component/Unit Description	Unit of Measure	2018 Unit Price
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**I. FIELD EXPLORATION:**

1. Crew & Equipment Mobilization (within 50 miles of PSI office):

a. Truck/ PSI Track-Mounted Equipment	Ea.	\$420.00
b. Go Track/Bombadier	Ea.	\$2,400.00
c. Mudbug	Ea.	\$580.00
d. Amphib Track/Barge (less than 100 miles)	Ea.	\$7,800.00
e. Support Boat	Day	\$420.00
f. Tripod rig	Ea.	\$500.00
g. mileage greater than 100 miles from PSI office	mile	\$0.93

2. Standard Penetration Test Borings(ASTM D-1586):

Truck/ PSI Track:

- 0 to 50 ft. depths	LF	\$13.00
- 50 to 100 ft. depths	LF	\$15.00
- 100 to 150 ft. depths	LF	\$20.00
- 150 to 200 ft. depths	LF	\$28.00
- 200 to 250 ft. depths	LF	\$0.00

ATV:

- 0 to 50 ft. depths	LF	\$13.75
- 50 to 100 ft. depths	LF	\$16.25
- 100 to 150 ft. depths	LF	\$21.50
- 150 to 200 ft. depths	LF	\$30.00
- 200 to 250 ft. depths	LF	\$40.00

Amphibious/Go-Track/Barge

- 0 to 50 ft. depths	LF	\$19.20
- 50 to 100 ft. depths	LF	\$24.00

Component/Unit Description		Unit of Measure	2018 Unit Price
- 100 to 150 ft. depths		LF	\$28.80
- 150 to 200 ft. depths		LF	\$33.00
- 200 to 250 ft. depths		LF	\$0.00
<b>Tripod Rig</b>			
- 0 to 50 ft. depths		LF	\$17.50
- 50 to 100 ft. depths		LF	NA
<b>3. Rock Coring - HW Barrel:</b>			
<b>Truck/ PSI Track:</b>			
- 0 to 50 ft. depths		LF	\$45.00
- 50 to 100 ft. depths		LF	\$48.00
- 100 to 150 ft. depths		LF	\$53.00
- 150 to 200 ft. depths		LF	TBD
- 200 to 250 ft. depths		LF	TBD
<b>ATV:</b>			
- 0 to 50 ft. depths		LF	\$46.00
- 50 to 100 ft. depths		LF	\$50.00
- 100 to 150 ft. depths		LF	\$56.00
- 150 to 200 ft. depths		LF	TBD
- 200 to 250 ft. depths		LF	TBD
<b>Amphibious/Go-Track/Barge</b>			
- 0 to 50 ft. depths		LF	\$64.80
- 50 to 100 ft. depths		LF	\$69.60
- 100 to 150 ft. depths		LF	\$79.10
- 150 to 200 ft. depths		LF	TBN
- 200 to 250 ft. depths		LF	TBN

Component/Unit Description	Unit of Measure	2018 Unit Price
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4. Grout Seal Boreholes:

Truck/ PSI Track:

- 0 to 50 ft. depths	LF	\$6.50
- 50 to 100 ft. depths	LF	\$7.00
- 100 to 150 ft. depths	LF	\$7.50
- 150 to 200 ft. depths	LF	\$8.00
- 200 to 250 ft. depths	LF	TBD

ATV:

- 0 to 50 ft. depths	LF	\$7.00
- 50 to 100 ft. depths	LF	\$7.50
- 100 to 150 ft. depths	LF	\$8.00
- 150 to 200 ft. depths	LF	\$8.50
- 200 to 250 ft. depths	LF	TBD

Amphibious/Go-Track/Barge

- 0 to 50 ft. depths	LF	\$8.00
- 50 to 100 ft. depths	LF	\$8.50
- 100 to 150 ft. depths	LF	\$8.75
- 150 to 200 ft. depths	LF	\$9.25
- 200 to 250 ft. depths	LF	TBN

Tripod Rig:

- 0 to 50 ft. depths	LF	\$6.00
- 50 to 100 ft. depths	LF	\$7.00

Component/Unit Description	Unit of Measure	2018 Unit Price
<b>5. Casing 3-inch:</b>		
Truck/ PSI Track:		
- 0 to 50 ft. depths	LF	\$7.75
- 50 to 100 ft. depths	LF	\$9.75
- 100 to 150 ft. depths	LF	\$13.00
- 150 to 200 ft. depths	LF	\$17.00
- 200 to 250 ft. depths	LF	TBD
ATV:		
- 0 to 50 ft. depths	LF	\$8.25
- 50 to 100 ft. depths	LF	\$10.25
- 100 to 150 ft. depths	LF	\$13.50
- 150 to 200 ft. depths	LF	\$17.50
- 200 to 250 ft. depths	LF	TBD
Amphibious/Go-Track/Barge		
- 0 to 50 ft. depths	LF	\$12.00
- 50 to 100 ft. depths	LF	\$15.30
- 100 to 150 ft. depths	LF	\$18.00
- 150 to 200 ft. depths	LF	\$21.00
- 200 to 250 ft. depths	LF	\$25.00
Tripod		
- 0 to 50 ft. depths	LF	NA
- 50 to 100 ft. depths	LF	NA
<b>6. Cone Penetration Test Soundings(ASTM D-3441):</b>		
Land:		

Component/Unit Description	Unit of Measure	2018 Unit Price
- 0 to 50 ft. depths	LF	\$12.50
- 50 to 100 ft. depths	LF	\$14.00
- 100 to 150 ft. depths	LF	\$16.00
<b>7. Auger Borings(ASTM D-1452):</b>		
Truck/PSI Track/Manual:		
- 0 to 50 ft. depths	LF	\$10.00
ATV:		
- 0 to 50 ft. depths	LF	\$11.00
<b>8. 2-Man Drill Rig (Clearing/Standby):</b>		
Truck./ PSI Track	Hr	\$350.00
ATV	Hr	\$350.00
Amphibious/Go-Track/Barge	Hr	\$350.00
<b>9. Field Permeability Tests:</b>		
	Ea.	\$400.00
<b>10. Hand Probing/Wash Borings:</b>		
- 2 person crew	Days	\$1,150.00
- 3 person crew	Days	\$1,550.00
<b>11. Thin-Walled Tube Samples(ASTM D-1587):</b>		
Truck/ PSI Track:		
- 0 to 50 ft. depths	Ea.	\$165.00
- 50 to 100 ft. depths	Ea.	\$210.00
- 100 to 150 ft. depths	Ea.	\$240.00
- 150 to 200 ft. depths	Ea.	TBD

Component/Unit Description	Unit of Measure	2018 Unit Price
<b>ATV:</b>		
- 0 to 50 ft. depths	Ea.	\$180.00
- 50 to 100 ft. depths	Ea.	\$230.00
- 100 to 150 ft. depths	Ea.	\$260.00
- 150 to 200 ft. depths	Ea.	TBD
<b>Amphibious/Go-Track/Barge</b>		
- 0 to 50 ft. depths	LF	\$195.00
- 50 to 100 ft. depths	LF	\$224.00
- 100 to 150 ft. depths	LF	\$276.00
- 150 to 200 ft. depths	LF	TBN
- 200 to 250 ft. depths	LF	TBN
<b>12. Site Reconnaissance/Utility Coordination:</b>		
- Staff Engineer	hrs.	\$85.00
- Senior Engineering Tech.	hrs.	\$68.00
<b>13. Extra Split Spoon Samples:</b>		
<b>Truck/ PSI Track:</b>		
- 0 to 50 ft. depths	Ea.	\$36.00
- 50 to 100 ft. depths	Ea.	\$41.00
- 100 to 150 ft. depths	Ea.	\$51.00
- 150 to 200 ft. depths	Ea.	\$66.00
- 200 to 250 ft. depths	Ea.	TBD
<b>ATV:</b>		
- 0 to 50 ft. depths	Ea.	\$37.50
- 50 to 100 ft. depths	Ea.	\$44.00
- 100 to 150 ft. depths	Ea.	\$55.00
- 150 to 200 ft. depths	Ea.	\$68.00

Component/Unit Description	Unit of Measure	2018 Unit Price
- 200 to 250 ft. depths	Ea.	TBD

Amphibious/Go-Track/Barge

- 0 to 50 ft. depths	LF	\$50.10
- 50 to 100 ft. depths	LF	\$57.50
- 100 to 150 ft. depths	LF	\$75.60
- 150 to 200 ft. depths	LF	\$83.35
- 200 to 250 ft. depths	LF	TBN

Tripod

- 0 to 50 ft. depths	Ea.	\$60.00
- 50 to 100 ft. depths	Ea.	NA

14. Pavement Cores:	Ea.	\$325.00	
15. Double Ring Infil.(ASTM D-3385)	Ea.	\$500.00	
16. Field Vane Test(ASTM D-2573):	Ea.	\$475.00	
17. Dilatometer Sounding:	Ea.	TBD	
18. Piezometer 2-inch	LF	\$28.00	
19. Per Diem for Drill Crew	2-Man Crew	Days	\$360.00
	3-Man Crew	Days	\$435.00

**II. LABORATORY TESTING:**

1. Visual Exam./Stratify(ASTM D-2488):		
- Senior Engineering Tech.	hrs.	\$68.00

Component/Unit Description	Unit of Measure	2018 Unit Price
2. Grain Size Analysis:		
a. - Full Grad.(FM 1-T 88)	Ea.	\$90.00
b. - Single Sieve(FM 1-T 88)	Ea.	\$40.00
3. Hydrometer(FM 1-T 88):	Ea.	\$175.00
4. Organic Content(FM 1-T 267):	Ea.	\$40.00
5. Atterberg Limits(FM 1-T 89/90):	Ea.	\$95.00
6. Natural Moisture (FM 1-T 265):	Ea.	\$12.00
7. Unit Weight Determination:	Ea.	\$45.00
8. Consolidation Test(FM 1-T 216):	Ea.	\$550.00
9. Corrosion Series: (pH, Sulfate, Chloride, Resistivity)	Ea.	\$180.00
10. Triaxial/point(FM 1-T 234):	Ea.	\$250.00
11. Unconfined Comp.(ASTM D-2166):	Ea.	\$100.00
12. Limerock Bearing Ratio(FM5-515):	Ea.	\$275.00
13. Specific Gravity(FM 1-T 100):	Ea.	\$75.00
14. Bitumen Extraction(FM 1-T 164):	Ea.	\$250.00
15. Bitumen Gradation(FM 1-T 30):	Ea.	\$250.00

Component/Unit Description		Unit of Measure	2018 Unit Price
16. Direct Shear(ASTM D-3080):		Ea.	\$288.00
17. Swell Potential(ASTM D-4546):		Ea.	\$68.00
18. Compaction(FM 5-525/521):		Ea.	\$130.00
19. Min./Max. Den.(ASTM D-4254/53):		Ea.	\$130.00
20. Unconfined - Rock(ASTM D-2938):		Ea.	\$125.00
21. Splitting Tensile(ASTM D-3967):		Ea.	\$130.00
22. Lab Permeability (FM 1-T 215/5-513)		Ea.	\$225.00
<b><u>III. ENGINEERING AND TECHNICAL SERVICES:</u></b>			
1. Chief Engineer:		hrs.	\$225.00
2. Principal Engineer:		hrs.	\$185.00
3. Senior Engineer:		hrs.	\$133.00
4. Project Engineer:		hrs.	\$110.00
5. Staff Engineer:		hrs.	\$85.00
6.CADD Operator:		hrs.	\$77.00
7. Admin/Secretarial:		hrs.	\$58.00
8. Senior Engineering Technician:		hrs.	\$68.00
9. Engineering Technician:		hrs.	\$47.00

Component/Unit Description		Unit of Measure	2018 Unit Price
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**IV. SUPPORT SERVICES**

1. Safety			
a. Maintenance of Traffic:		Days	TBN
d. Arrow Rental Sign		Days	TBN
h. Variable Message Board		Days	TBN
3. Heavy Equipment:			
(site clearing)	- per Day	Days	negotiated
	- per Hour	Hr	negotiated
5. Other Support Services:			
	- N/A	N/A	
	- N/A	N/A	
	- N/A	N/A	

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**DONALD W. MCINTOSH  
ASSOCIATES, INC.**

**MEMORANDUM**

DATE: May 15, 2018  
 TO: Greenway Improvement District  
 Board of Supervisors  
 FROM: Donald W. McIntosh Associates, Inc.  
 District Engineer  
 RE: Construction Contract Status

Dear Board Members,

Please accept this correspondence as a current summary of our construction contract status. Listed below by project is a brief summary of recent contract activity. Copies of the latest Change Order logs are attached.

CIVIL ENGINEERS

**Nemours Parkway Phase 5 – Jr. Davis Construction, Inc. / BrightView**

LAND PLANNERS

**Construction Status:** District Staff is following up with the Contractor on final as-built surveys and related close-out documents needed for project completion. Video inspection of the storm drainage system revealed defects that require repair of 18 pipes. The Contractor's proposed storm pipe repairs have been approved by the City and we are currently awaiting the Contractor's schedule for performing the actual repairs.

SURVEYORS

**Change Order (C.O.) Status:** None at this time.

**Recommended Motion:** None at this time.

**Nemours Parkway Phase 6 – Jr. Davis Construction, Inc. / BrightView**

**Construction Status:** The entire storm drainage system has been completed, including the box culvert with its end walls and the quad 36" diameter RCP culvert. The curbs and stabilized subgrade are substantially completed. An RFI was received on April 13, 2018, regarding the availability of several items shown on the landscape plans and this has been forwarded to the Landscape Architect for review and response. District staff is following up with Landscape Architect on status of RFI review.

**Change Order (C.O.) Status:** None at this time.

**Recommended Motion:** None at this time.

2200 Park Ave. North

Winter Park, FL

32789-2355

Fax 407-644-8318

**407-644-4068**

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*Memorandum*

*Re: Greenway Improvement District*

*Construction Contract Status*

*May 15, 2018*

*Page 2*

**Lake Nona Kellogg Avenue Extension – DeWitt Excavation**

**Construction Status:** The City of Orlando permit for the project was issued on March 19, 2018, and the Notice to Proceed was issued to the Contractor on the same day. The initial shop drawings were received from the Contractor on March 14, 2018, and returned with comments. City comments on the sanitary precast shop drawings were received on April 2, 2018, and returned to the Contractor on April 3, 2018, for correction. The final revised shop drawings for sanitary structures were received on April 24, 2018. These were approved and forwarded to the City for final review and approval and returned to the contractor on May 3, 2018. The Contractor has installed silt fence and completed the clearing and grubbing of the site. The District Contractor has been meeting with the contractor for the City Park to coordinate construction access and scheduling of utility and drainage connections. The Contractor has placed what appears to be potentially unsuitable fill material within the project area. We are arranging to have PSI evaluate this material on behalf of the District. If it is determined to be unsuitable, we will direct the Contractor to remove it and replace it with suitable material meeting the required construction specifications.

**Change Order (C.O.) Status:** None at this time.

**Recommended Motion:** None at this time.

Should there be any questions, please advise.

Thank you.

End of memorandum.

c: Larry Kaufmann  
Jason Good  
Scott Thacker  
Lance Jackson  
Robin Persad

**LAKE NONA SOUTH  
Greenway Improvement District  
Nemours Parkway Phase 5  
Change Order Log  
Jr. Davis**

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date 7/12/17	To Board	Approval Date	Notes
						\$3,023,146.05			
<a href="#">1</a>	8/3/2017	Direct Owner Purchase - Materials Deductions	0		VOIDED	\$ 3,023,146.05	8/15/2017/REVISED AMOUNT TO 9/19/17	9/19/2017	Change order for (512,480.60) has been Voided
<a href="#">2</a>	9/26/2017	Storm Revisions: DM-9 to Ex. DM-45 modified per revised plans dated 6/16/17; Street Lighting Conduit added per revised plans dated 6/16/17; Landscape Revisions issued 9/14/17 included; Signage & Striping Revisions issued 9-25-17 included.	0	\$ 19,374.95	Approved	\$ 3,042,521.00	10/17/2017	10/17/2017	
<a href="#">3</a>	11/10/2017	Contract Calendar days extension New Substantial Completion Date January 27, 2018.	9	\$ -	Approved	\$ 3,042,521.00	11/21/2017	11/21/2017	
<a href="#">4</a>	1/23/2017	Direct Owner Purchase - Materials deductions for materials purchased by CDD		\$ (228,869.74)	Approved	\$ 2,813,651.26	1/16/2018	1/16/2018	



