

Greenway Improvement District

12051 Corporate Boulevard Orlando, FL 32817; 407-723-5900

www.greenwayid.org

The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Greenway Improvement District ("District"), scheduled to be held at **3:00 p.m. on Tuesday, November 19, 2019 at 6900 Tavistock Lakes Blvd., Suite 200, Orlando, FL 32827**. A quorum will be confirmed prior to the start of the meeting.

For those unable to attend in person, you may participate by telephone:

Phone: 1-844-621-3956 (new)

Participant Code: 796 580 192# (new)

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Roll Call to Confirm a Quorum
- Public Comment Period
- 1. **Consideration of the Minutes of the October 15, 2019 Board of Supervisors' Meeting**

Business Matters

2. **Consideration of Resolution 2020-01, Adopting an Amended Budget for FY 2019**
3. **Consideration of Release and Termination of Temporary Construction and Access Easement Agreement**
4. **Consideration of Agreement between the GID and Professional Service Industries, Inc. for Geotechnical and Soil Testing Engineering Services**
5. **Consideration of Agreement for Traffic Engineering Services**
6. **Ratification of Requisition Nos. 665 – 668 & 2018-31 – 2018-36 Approved in October 2019 in an amount totaling \$981,967.04**
7. **Ratification of Operation and Maintenance Expenditures Paid in October 2019 in an amount totaling \$22,707.58**
8. **Recommendation of Work Authorizations/Proposed Services (if applicable)**
9. **Review of District's Financial Position and Budget to Actual YTD**

Other Business

- A. Staff Reports
 1. District Counsel
 2. District Manager
 3. District Engineer
 4. Construction Supervisor
- B. Supervisor Requests

Adjournment



GREENEWAY IMPROVEMENT DISTRICT

**Minutes of the October 15, 2019
Board of Supervisors' Meeting**

**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, October 15, 2019, at 3:00 p.m. at 6900 Tavistock Lakes Blvd., Suite 200, Orlando, FL 32827. Members listed below constituted a quorum.

Richard Levey
Chad Tinetti
Amanda Kost

Chair
Vice-Chair
Assistant Secretary

Also attending:

Jennifer Walden
Tucker Mackie
Jeff Newton
Larry Kaufmann
Scott Thacker

PFM
Hopping Green & Sams
Donald W. McIntosh Associates
Construction Supervisor
Construction Committee

SECOND ORDER OF BUSINESS

Public Comment Period

Dr. Levey noted that there were no members of the public present.

THIRD ORDER OF BUSINESS

**Consideration of Minutes of
the September 17, 2019 Board
of Supervisors' Meeting**

Board Members reviewed the minutes from the September 17, 2019 Board of Supervisors' Meeting.

On Motion by Mr. Tinetti, second by Ms. Kost, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the minutes of the September 17, 2019 Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

**Discussion Regarding
Professional Landscape
Architectural Services**

Ms. Mackie explained that at the last Board meeting staff reviewed two work authorizations for Centerline Drive for landscape architectural services from Dix+Hite. The Board approved those but District staff subsequently had several conversations with the Developer and determined that, since the landscape will be a very important aspect of the roadway design and that consistency is important throughout the Lake Nona Development, Tavistock would like to engage with the landscape architect directly and then the District would acquire that work product at the time that the District is ready to proceed with the actual installation of that product. There was no action required.

FIFTH ORDER OF BUSINESS

Consideration of First Amendment to the Agreement between GID and Cepra Landscape LLC, regarding the Provision of Nemours Parkway Landscape and Irrigation Maintenance Services

Ms. Mackie explained that the District currently has a Landscape Maintenance Agreement with Cepra Landscape LLC. This amendment is for additional services for Phase 6, which recently came out of the two-year maintenance period following completion of the roadway. District staff is requesting to add this portion of the roadway to the existing landscape contract. This was a known quantity at the time of budgeting for this fiscal year. The amount is \$1,985.00 per month will be added to the existing agreement and the area will be included in the bid package when the landscape services are ready to go out to bid next time.

On Motion by Ms. Kost, second by Mr. Tinetti, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the First Amendment to the Agreement between GID and Cepra Landscape LLC, regarding the Provision of Nemours Parkway Landscape and Irrigation Maintenance Services.

SIXTH ORDER OF BUSINESS

Consideration of FY 2019 Audit Engagement Letter

Ms. Walden explained that District Counsel has reviewed the Fiscal Year 2019 Engagement Letter and the comments have been incorporated. The services will not exceed \$4,550.00 unless the scope changes. The District budgeted \$7,000.00 for this line item.

On Motion by Ms. Kost, second by Mr. Tinetti, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the FY 2019 Audit Engagement Letter.

SEVENTH ORDER OF BUSINESS

Agreement for Professional Structural Engineering Services with AVCON, INC.

The District went through an RFQ process to select a structural engineering firm to provide services in the future regarding several bridge or culvert construction features. Included within the agenda package is a general form of engineering services agreement. When the District is ready to proceed with actual design, District staff will present a work authorization to the Board with pricing.

On Motion by Mr. Tinetti, second by Ms. Kost, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the Agreement for Professional Structural Engineering Services with AVCON, INC.

EIGHTH ORDER OF BUSINESS

**Ratification of Requisition
Nos. 663 – 664 & 2018-26 –
2018-30 Approved in
September 2019 in an amount
\$282,960.47**

Board Members reviewed Requisition Nos. 663 – 664 & 2018-26 – 2018-30 Approved in September 2019 in an amount \$282,960.47. Dr. Levey noted that these have already been approved and paid and just need to be ratified by the Board.

On Motion by Ms. Kost, second by Mr. Tinetti, with all in favor, the Board of Supervisors for the Greenway Improvement District ratified Requisition Nos. 663-664 & 2018-26 – 2018-30 Approved in September 2019 in an amount \$282,960.47.

NINTH ORDER OF BUSINESS

**Ratification of Operation and
Maintenance Expenditures
Paid in September 2019 in the
amount totaling \$126,050.52**

Board Members reviewed the Operation & Maintenance expenditures paid in September 2019 in the amount totaling \$126,050.52. Ms. Walden noted that these have already been approved and paid and just need to be ratified by the Board.

On Motion by Ms. Kost, second by Mr. Tinetti, with all in favor, the Board of Supervisors for the Greenway Improvement District ratified the Operation & Maintenance expenditures paid in September 2019 in the amount totaling \$126,050.52.

TENTH ORDER OF BUSINESS

**Recommendation of Work
Authorizations/Proposed
Services**

Mr. Kaufmann presented a Work Authorization (Minutes Exhibit A) from AVCON for Culvert Structural Design for Centerline Drive Segment A road culverts in the amount of \$10,472.50. Dr. Levey requested a map graphic depicting the location of the work going forward.

On Motion by Mr. Tinetti, second by Ms. Kost, with all in favor, the Board of Supervisors for the Greenway Improvement District approved Work Authorization from AVCON for Culvert Structural Design for Centerline Drive Segment A Road Culverts in the amount of \$10,472.50.

Mr. Kaufmann presented a Work Authorization (Minutes Exhibit B) from Central Florida Locating, Inc. for underground locates for Centerline Drive Road Construction Plans Segment A & B in the amount of \$7,855.00.

On Motion by Tinetti, second by Ms. Kost, with all in favor, the Board of Supervisors for the Greenway Improvement District approved Work Authorization from Central Florida Locating, Inc. for underground locates for Centerline Drive Road Construction Plans Segment A & B in the amount of \$7,855.00.

Mr. Kaufmann presented a Work Authorization (Minutes Exhibit C) from Central Florida Locating, Inc. for underground locates for Centerline Drive Road Construction Plans Segments C & D in the amount of \$15,395.00.

On Motion by Ms. Kost, second by Mr. Tinetti, with all in favor, the Board of Supervisors for the Greenway Improvement District approved Work Authorization from Central Florida Locating, Inc. for underground locates for Centerline Drive Road Construction Plans Segments C & D in the amount of \$15,395.00.

ELEVENTH ORDER OF BUSINESS

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

The Board reviewed the District's financial position. Ms. Walden explained that the District has gone over the adopted budget for Fiscal Year 2019 and invoices can still come in through next month. At the next meeting, the Board will be required to approve a revised budget for Fiscal Year 2019. No action was required by the Board today.

The Board reviewed some of the outstanding line items. The landscape maintenance and reclaimed water were the biggest contributors to the overage because the District used some Fiscal Year 2019 funds for hurricane repair under Fiscal Year 2018. Dr. Levey requested a reconciliation for next month. Ms. Lane will be asked to reach out to vendors who have not yet billed the District for FY 2019 services. Questions arose regarding reclaimed water. Mr. Thacker will go back with Ms. Lane and review the bills.

TWELFTH ORDER OF BUSINESS

Staff Reports

District Counsel –

Ms. Mackie noted that Committee weeks have already started earlier this year. So the Board will receive the Capital Conversations newsletter at the end of next month. If anyone wishes not to receive it she can take their name off the list and she will provide reports to the Board at the monthly meetings.

District Manager –

Ms. Walden noted that the next meeting is scheduled for Tuesday, November 19, 2019.

District Engineer –

Mr. Newton circulated the Construction Contract Status Memorandum (Minutes Exhibit D). Jr. Davis completed the erosion repair on October 9, 2019 at Nemours Parkway Phase 6. Repairs to damaged sidewalk, landscape and hardscape are scheduled for the week of October 14, 2019. Punch list walk is anticipated for October 18, 2019.

Nemours Parkway Phase 7 has been fully paved and striping, landscaping and asphalt are complete. The lift station is substantially complete and start up is pending OUC electric installation, which is currently anticipated in early- November. Substantial completion of the project is anticipated on late-November.

Mr. Newton presented Change Order No. 4 in the additive amount of \$49,204.52 for landscape and irrigation revisions for Nemours Parkway Phase 7, as reviewed and approved by Dix+Hite.

A preconstruction meeting with the City regarding the installation of the permanent drainage pipe along Centerline Drive took place on October 8, 2019 and construction by DeWitt Excavation is to commence the week of October 14, 2019. The pipe installation is anticipated to take approximately 3 weeks to complete, followed by close-out inspections and certification.

On Motion by Mr. Tinetti, second by Ms. Kost, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the recommendations of the Construction Contract Status Memorandum dated October 15, 2019 to include Nemours Parkway Phase 7 – Jr. Davis Construction, Inc. Change Order No. 4 for landscape and irrigation revisions, as reviewed and approved by Dix+Hite in the additive amount of \$49,204.52.

Construction Supervisor – Mr. Kaufmann indicated that there are monuments on Nemours Parkway Phase 6 that are scheduled to be installed at the entrance to the project and are still in permitting. They are part of the Nemours Phase 7 Construction Contract but are located at Nemours Phase 6.

THIRTEENTH ORDER OF BUSINESS

Supervisor and Audience Comments & Adjournment

Dr. Levey requested District staff remove the public comment period at the end of the agenda since they have one in the beginning. Ms. Mackie explained that the public comment period at the beginning was established to allow residents to speak on any agenda item before they come to the Board for approval and the comment period at the end was to allow for the public to comment on any items of concern unrelated to the agenda but District staff will remove this comment period going forward.

Mr. Tinetti asked about the ground penetrating radar. Mr. Newton responded that it is money well spent because it helps avoid conflicts encountered during construction, which often lead to redesign and increased construction costs. Ms. Kost asked if it has to be spent every time and if the process could be changed moving forward. Mr. Newton responded it will be challenging and not all as-built surveys are created equally and do not always conform to certain standards. He explained the reason for soft digs and the ground penetrating radar.

There was no further business to discuss. Dr. Levey requested a motion to adjourn.

On Motion by Mr. Tinetti, second by Ms. Kost, with all in favor, the October 15, 2019 Meeting of the Board of Supervisors for the Greenway Improvement District was adjourned.

Secretary/Assistant Secretary

Chair/Vice Chair

GREENWAY IMPROVEMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

Project Name: GID – Centerline Drive Segment A Box Culvert Crossing.Brief Description: Culvert Structural Design for Centerline Drive Segment A Road Culverts.

Name of Consultant / Vendor: AVCON, Inc.

Is this work pursuant to an existing Agreement?

☒ Yes ☐ NoIf 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 ☐ NoForm of Agreement Utilized: Proposal

Amount of Services:

\$ 10,472.50

Recommendation:

☒ Approve ☐ Deny

By:

 10/15/19
Larry Kaufmann, Chairman

Greeneway Improvement District Construction Committee

c: Jennifer Walden
Tucker Mackie
Jeffrey Newton
Lynne Mullins



AVCON, INC.
ENGINEERS & PLANNERS

5555 E. Michigan Street
Suite 200
Orlando, FL 32822-2779
Phone: (407) 599-1122
Email: avcon@avconinc.com
www.avconinc.com

October 2, 2019

Jeffrey J. Newton, P.E.
District Engineer
Greenway Improvement District
12051 Corporate Boulevard
Orlando, FL 32817

Via email: jjnewton@dwma.com

**Reference: Structural Engineering Scope of Services and Fee Proposal for Centerline
Drive-Segment A Culvert Crossing within the Greenway Improvement District**

Dear Mr. Newton:

AVCON, INC. (AVCON) is pleased to present this scope of services and fee proposal to provide structural engineering design and construction phase services to the Greenway Improvement District. The proposed scope and fee are summarized as follows:

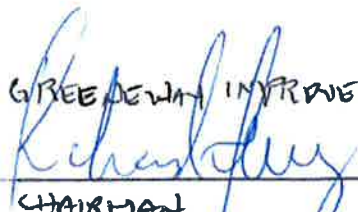
Culvert Structural Design

1. Attend one meeting and coordinate with the roadway/geotechnical design team,
2. Design of Concrete Box Culvert crossings, (Proposed fee is for one (1) crossing. Fee will be increased by a multiple matching the design fee shown for any additional culvert crossings).
3. Prepare 90% and 100% CDs contract documents,
4. Respond to 90% submittal review comments and regulatory review comments received during project permitting, and
5. Post Design Services including:
 - A. Review of shop drawings, product and material submittals, and Contractor testing reports (compaction tests and concrete break tests),
 - B. Response to Contractor RFIs,
 - C. Periodic site visits during construction to observe all pre-concrete placement work to which the Contractor shall receive written confirmation from AVCON prior to placement being made limited to two (2) site visits, and
 - D. Upon completion of the project, AVCON will perform a substantial completion and final walk-through visit and provide a statement, based on periodic construction observations at key times during construction, that the culvert was constructed in substantial conformance with contract documents.

Our proposed fee is outlined on the attached spreadsheet. Thank you for considering AVCON for your consulting needs, we look forward to working with you on this project.

Sincerely,
AVCON, Inc.


Rick V. Baldocchi, P.E.
Vice President

GREENWAY IMPROVEMENT DISTRICT

CHAIRMAN
10.15.19
DATE

Consultant: AVCON, INC.

No./ACTIVITY	Principal		Project Manager		Project Engineer		Designer/CADD		Clerical		TOTAL	
	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man-hours By Activity	Salary By Activity
Box Culvert Design Phase (1 Crossing Location)												
Meeting Attendance (1)	0.00	225.00	4.00	160.00	0.00	120.00	0.00	110.00	0.00	60.00	4	\$40.00
Roadway/Geotechnical Design Coordination	0.00	225.00	1.00	180.00	2.00	120.00	0.00	110.00	0.00	60.00	3	400.00
90% CDs Submittal	0.00	225.00	1.00	160.00	6.00	120.00	16.00	110.00	1.00	60.00	26	2,940.00
90% CDs Review Comments	1.00	225.00	1.00	160.00	2.00	120.00	0.00	110.00	1.00	60.00	5	685.00
100% CDs Submittal	0.00	225.00	1.00	160.00	2.00	120.00	8.00	110.00	1.00	60.00	12	1,340.00
QA/QC	1.00	225.00	1.00	160.00	1.00	120.00	1.00	110.00	0.00	60.00	4	515.00
Sub-Total											54	\$6,820.00
Box Culvert Post Design Phase												
Response to Contractor RFIs	0.00	225.00	2.00	160.00	0.00	120.00	0.00	110.00	0.00	60.00	2	320.00
Review Shop Drawings	0.00	225.00	2.00	160.00	4.00	120.00	0.00	110.00	0.00	60.00	6	800.00
Site Visits (2)	0.00	225.00	8.00	160.00	8.00	120.00	0.00	110.00	0.00	60.00	16	2,240.00
Substantial Completion and Closeout Letter	0.50	225.00	2.00	160.00	0.00	120.00	0.00	110.00	1.00	60.00	4	492.50
Sub-Total											28	\$3,852.50
Total Man-hours Total Salary ((MHours))	3		23		27		25		4		82	\$10,472.50

GREENEWAY IMPROVEMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

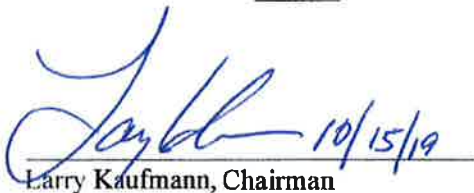
Project Name: GID – Centerline Drive Segment A & BBrief Description: Underground locates for Centerline Drive Road Construction Plans.

Name of Consultant / Vendor: Central Florida Locating, 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 ☐ NoAre the services required contemplated in the Capital Improvement Plan? ☒ Yes ☐ NoIs this a continuation of previously authorized work? ☐ Yes ☒ NoProposal attached: ☒ Yes ☐ NoForm of Agreement Utilized: ProposalAmount of Services: \$ 7,855.00Recommendation: ☒ Approve ☐ Deny

By:

 10/15/19
Larry Kaufmann, Chairman

Greeneway Improvement District Construction Committee

c: Jennifer Walden
Tucker Mackie
Jeffrey Newton
Lynne Mullins



PO Box 1468
Bushnell, FL 33513
833-229-2227
cfl-inc.com

Central Florida Locating, Inc.

aka CFL Geological Solutions

Date: 9-20-19

Client: Greenway Improvement District, 12051 Corporate Blvd, Orlando, FL 32817

Attn: Mr. Richard Levey, Chairman, Board of Supervisors

E-Mail: Scott Grossman, PSM, Senior Vice President, Donald W. McIntosh Associates, Inc. <sgrossman@dwma.com>

Project: Centerline Drive Segments A & B – Nemours Pkwy & Tavistock Lk Blvd, Orlando, FL

CFL 19259 REV 1

CFL is pleased to provide a revised proposal to Greenway Improvement District based upon scope of services requested by Scott Grossman of D.W. McIntosh Associates (DWMA), may be subject to change should the requirements change, is valid for thirty (30) days from date of proposal, and is Non-Transferrable.

SCOPE OF SERVICES - See Page 2 for Information/Limitations

Geophysical Horizontal Utility Locating: 2D Ground Penetrating Radar (GPR) and Electromagnetic (EM)

- CFL will utilize 2D GPR and EM technologies to horizontally locate underground utilities within the 3 red outlined areas (Segments A & B) as shown on the attached image. The exact locate areas will need to be designated at time of work by DWMA.
- CFL will use paint and flags to mark located utilities.
- CFL will provide a technician's field drawing of located utilities.
- CFL's scope of services does not include the locating of abandoned utilities that are no longer locatable, vacant conduits, gravity sewer, storm lines, small irrigation lines, and low voltage lines.
- Client is responsible for ensuring that all electrical and lighting systems are energized and that all lights with outdoor light sensor systems are in use at time of locate work.

Notes:

- If available, CFL requests that client provide as-builts, engineering prints, etc. of existing utilities.
- GPR Scans & EM Locating can only be performed in accessible areas that are clear of obstacles such as construction materials, pipes, vehicles, machinery, dirt/materials mounds, landscaping, trees, uneven terrain, water, etc.
- If needed, CFL can provide a quote for additional detection technologies such as 3D GPR, 3D GPR Array, Magnetometer, and Direct Pushes that typically provide additional/more comprehensive data.

Vertical Excavations – Dirt Soft Digs See Item E for Soft Dig Information/Limitations.

CFL will vertically expose up to 8 horizontally located utilities within sites to be designated by DWMA.

WEEKDAY DAYTIME COST

Geophysical Horizontal Locating: \$ 5,655.00

Vertical Excavations – Up to 8 Dirt Soft Digs – (5 Hole Minimum Charge Applicable) \$ 2,200.00*

*Dirt Soft Digs over 8 will be invoiced at \$275.00 per hole.

PAYMENT

- A Lump Sum invoice will be submitted via e-mail to client upon completion of locate work.
- Lump Sum amount is due in full with no job retainage.
- Payments not received within 30 days of date of invoice may result in legal actions.

SCHEDULE

A work start date will be provided upon receiving an Authorization to Proceed.

Regards,

Sandra Rickerson

Sandra Rickerson, President
Central Florida Locating, Inc.

AUTHORIZATION TO PROCEED (ATP) – Executed CFL Proposal

ATP - Client legally authorizes CFL to proceed and acknowledges that scope of services, compensation, payment terms, and terms and conditions in this proposal are accepted.

Client: Greenway Improvement District

Date: 10.15.19

By: *[Signature]*

Printed Name: RICHARD LEVEY

Authorized Agent's Signature

Printed Name of Authorized Agent

Job Number/Name (If Applicable):

E-MAIL Address for Invoice:

E-MAIL EXECUTED DOCUMENT TO: Contracts@cfl-inc.com

Innovative and Reliable Solutions



Terms and Conditions

Central Florida Locating, Inc.
DBA CFL Geological Solutions

Page 2

(A) LIMITS OF GPR AND ELECTROMAGNETIC SERVICES: If Services are Provided

CFL will make every effort to horizontally detect the underground utilities, objects or voids described in the Scope of Work or as requested at the time of work within the designated work area(s). However, CFL cannot mark utilities/objects/voids that are undetectable. Therefore, CFL **cannot guarantee** that all subsurface utilities/objects/voids will be accounted for. Locate limitations that CFL will not be held liable for include but are not limited to:

- **GROUND PENETRATING RADAR (GPR):**
 - GPR Investigations are highly site specific and can be limited by attenuation of GPR signals by subsurface materials.
 - GPR investigations are limited by uneven terrain conditions, bushes, trees, debris, etc.
 - All vertically stacked utilities/objects may not be detected since GPR signals are reflected by the top most utility/object.
 - Some utilities/objects may not return a reflected signal to the GPR receiver.
 - GPR scans cannot be made immediately next to buildings/objects due to equipment restrictions.
 - Pipes with little or no liquid content at time of locate work may not be detected with GPR.
- **ELECTROMAGNETIC LOCATING :**
 - The number of access points within designated locate area(s) may be limited or non-existent.
 - Utility or property owner may restrict or deny the use of utility access points.
 - Utility may not adequately carry the imposed current from the electromagnetic locate equipment.
 - Fiber & other non-metallic lines with no or non-working tracer wire are untoneable with electromagnetic locate equipment.

(B) DESIGN ENGINEER and CONTRACTORS

Due to locate limitations, the client's/owner's **Design Engineer** is expected to gather and identify existing facility information from various prints and underground facility owners/operators to confirm that no other subsurface utilities/objects are present in the project area, and **Contractors** are responsible to abide by Florida Statutes 556.106 - Sunshine 811.

(C) FIELD DRAWINGS/PRINTS/REPORTS

CFL is not liable for any print, survey, field drawing or report that identifies or fails to identify CFL detected utilities or objects. CFL field drawings represent the requested scope of services within designated area(s) as of date of work; may not reflect a comprehensive utility survey of all subsurface utilities/objects; are not technical drawings created by a professional such as surveyor, engineer, or draftsman; are not drawn to scale and only depict an approximate location of referenced utilities/objects; are not created based on any type of drawing standards; and are for informational purposes only.

(D) MACHINE DEPTHS: If Service is Provided

Machine depths are approximate readings, **are not guaranteed depths**, are provided for informational purposes only, and should not be relied upon for any type of subsurface work. CFL will not accept any responsibility for actions taken based on provided machine depths.

(E) VERTICAL EXCAVATION (DIRT SOFT DIG): Information/Limitations: If Service is Provided

Soft Digs are made within grassed or otherwise unpaved surface conditions to a maximum depth of approximately 8 feet to determine the depth of the utility/object. If requested, CFL also will provide the size and material type.

- Soft Dig vertical depth measurements are made from the top of each exposed utility/object to the ground surface.
- The vertical depth range and visual inspection ability is dependent on events such as ground water level.
- Client must obtain/provide CFL with any required soft dig permits before soft dig work is performed. Client will be responsible for any permitting soft dig fines assessed by governing agency.

(F) CORE BORE WITH VERTICAL EXCAVATION (DIRT SOFT DIG): Information/Limitations: If Service is Provided

A Core Bore is made in asphalt or concrete to vertically expose a utility/object to determine the depth of the utility/object from the top of the utility/object to the pavement surface.

- Vertical Excavation limits apply (See Item E).
- Test hole will be backfilled with like materials compacted in 6" lifts or with a flowable fill mixture.
- The current asphalt thickness will be replaced with double asphalt thickness.
- **Asphalt/Concrete Core Bore Permits are to be furnished to CFL by the client prior to work being scheduled.** Client is responsible for cost of all permits, MOT, Traffic Control, and any permitting fines assessed by governing agency.

(G) DIRECT PUSH SOIL SAMPLING: Information/Limitations: If Service is Provided

Direct Push Soil Sampling limitations that CFL will not be held liable for include but are not limited to:

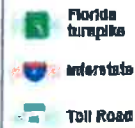
- Direct push rods may not penetrate to desired depth due to subsurface sediment and/or material hardness.
- Direct push rods may not penetrate through consolidated sediment, rock and/or debris.

(H) CERTIFICATE OF INS (COI): New/Revised COI Requests

- Client COI requirements must be provided to CFL prior to the Authorization to Proceed being issued.
- CFL will invoice client for all costs associated with client COI requirements that incur billable charges to CFL.

Innovative and Reliable Solutions

OCPA Web Map



**CFL Utility Locate Site:
Nemours Pkwy and Tavistock Lk Blvd
Orlando, FL
Centerline Drive Segments A & B Locations**

Courtesy Rick Singh, CFA, Orange County Property Appraiser



Segment A
CFL will locate underground utilities within the red outlined area.

Segment B
CFL will locate underground utilities within the red outlined area.

Segment B
CFL will locate underground utilities within the red outlined area.

Created: 9/14/2019

This map is for reference only and is not a survey.

**EXHIBIT A
WORK SCOPE AUTHORIZATION/AGREEMENT LETTER FORM**

9-20-19

Greenway Improvement District
12051 Corporate Blvd
Orlando, Florida 32817

Subject: Central Florida Locating, Inc. – Proposal 19259 REV 1 – Centerline Drive Segments A & B

Consultant submits this work authorization to provide Services Greenway Improvement District. We will provide these services pursuant to our current Agreement dated September 20, 2019 ("Agreement") as follows:

I. Scope of Work

_____ [Code]	A. (GPR of Centerline Dr Segments A & B)	\$5,655.00
_____ [Code]	B. (Vertical Excavations -Dirt)	\$2,200.00
_____	C. (insert work description)	\$
TOTAL -----		\$7,855.00

II. Compensation

Consultant will be compensated for this work at the quoted lump sum amount or at the hourly rates and direct costs established pursuant to the Agreement.

This Work Scope Authorization, together with the Agreement, represents the entire understanding between Greenway Improvement District and Consultant with regard to the referenced Work Authorization. If you wish to accept this Work Authorization, please sign both copies where indicated and return one complete copy to our office (executed electronic scanned copies are acceptable). Upon receipt, we will promptly schedule our services.

Sincerely,

By: Sandra Richerson
Title: President

APPROVED AND ACCEPTED

Richard J. [Signature]
[Signature]
RICHARD J. [Name and Title] CHAIRMAN

10.15.19
[Date]

[Company]

[Project No.]

[Work Authorization No.]

GREENWAY IMPROVEMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

Project Name: GID – Centerline Drive Segment C & DBrief Description: Underground locates for Centerline Drive Road Construction Plans.

Name of Consultant / Vendor: Central Florida Locating, 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 ☐ NoForm of Agreement Utilized: ProposalAmount of Services: \$ 15,395.00

Recommendation:

☒ Approve ☐ Deny

By:

 10/15/19

Larry Kaufmann, Chairman

Greenway Improvement District Construction Committee

c: Jennifer Walden
Tucker Mackie
Jeffrey Newton
Lynne Mullins



PO Box 1468
Bushnell, FL 33513
833-229-2227
cfl-inc.com

Central Florida Locating, Inc.
CFL Geological Solutions

Date: 9-20-19
Client: Greenway Improvement District, 12051 Corporate Blvd, Orlando, FL 32817
Attn: Mr. Richard Levey, Chairman, Board of Supervisors
E-Mail: Scott Grossman, PSM, Senior Vice President, Donald W. McIntosh Associates, Inc. <sgrossman@dwma.com>
Project: **Centerline Drive Segment C** – Centerline Cr. & Laureate Blvd, Orlando, FL;
Centerline Drive Segment D – Centerline Dr & Kellogg Ave, Orlando, FL

CFL 19258 REV 1

CFL is pleased to provide a revised proposal to Greenway Improvement District based upon scope of services requested by Scott Grossman of D.W. McIntosh Associates (DWMA), may be subject to change should the requirements change, is valid for thirty (30) days from date of proposal, and is Non-Transferrable.

SCOPE OF SERVICES - See Page 2 for Information/Limitations

Geophysical Horizontal Utility Locating: 2D Ground Penetrating Radar (GPR) and Electromagnetic (EM)

- CFL will utilize 2D GPR and EM technologies to horizontally locate underground utilities within the 3 red outlined areas (Segments C & D) as shown on the attached images. The exact locate areas will need to be designated at time of work by DWMA.
 - Segment D Note: Information provided to CFL does not show utilities running west of the intersection within the red outlined area. CFL's proposal is based on this information. If utilities are found during horizontal locating, CFL will submit a Change Order for additional locate time.*
- CFL will use paint and flags to mark located utilities and will provide a technician's field drawing of located utilities.
- CFL's scope of services does not include the locating of abandoned utilities that are no longer locatable, vacant conduits, gravity sewer, storm lines, small irrigation lines, and low voltage lines.
- Client is responsible for ensuring that all electrical and lighting systems are energized and that all lights with outdoor light sensor systems are in use at time of locate work.

Notes:

- If available, CFL requests that client provide as-builts, engineering prints, etc. of existing utilities.
- GPR Scans & EM Locating can only be performed in accessible areas that are clear of obstacles such as construction materials, pipes, vehicles, machinery, dirt/materials mounds, landscaping, trees, uneven terrain, water, etc.
- If needed, CFL can provide a quote for additional detection technologies such as 3D GPR, 3D GPR Array, Magnetometer, and Direct Pushes that typically provide additional/more comprehensive data.

Vertical Excavations – Dirt Soft Digs See Item E for Soft Dig Information/Limitations.

CFL will vertically expose up to 8 horizontally located utilities within sites to be designated by DWMA.

WEEKDAY DAYTIME COST

Geophysical Horizontal Locating: -----\$13,195.00

Vertical Excavations – Up to 8 Dirt Soft Digs – (5 Hole Minimum Charge Applicable) -----\$ 2,200.00*

*Dirt Soft Digs over 8 will be invoiced at \$275.00 per hole.

PAYMENT

- A Lump Sum invoice will be submitted via e-mail to client upon completion of locate work.
- Lump Sum amount is due in full with no job retainage.
- Payments not received within 30 days of date of invoice may result in legal actions.

SCHEDULE

A work start date will be provided upon receiving an Authorization to Proceed.

Regards,

Sandra Rickerson

Sandra Rickerson, President
Central Florida Locating, Inc.

AUTHORIZATION TO PROCEED (ATP) – Executed CFL Proposal

ATP - Client legally authorizes CFL to proceed and acknowledges that scope of services, compensation, payment terms, and terms and conditions in this proposal are accepted.

Client: Greenway Improvement District

Date: 10-15-19

By: *Richard Levey*
Authorized Agent Signature

Printed Name: *Richard Levey*
Printed Name of Authorized Agent

Job Number/Name (If Applicable):

E-MAIL Address for Invoice:

E-MAIL EXECUTED DOCUMENT TO: Contracts@cfl-inc.com

Innovative and Reliable Solutions



Terms and Conditions

Central Florida Locating, Inc.
dba CFL Geological Solutions

Page 2

(A) LIMITS OF GPR AND ELECTROMAGNETIC SERVICES: If Services are Provided

CFL will make every effort to horizontally detect the underground utilities, objects or voids described in the Scope of Work or as requested at the time of work within the designated work area(s). However, CFL cannot mark utilities/objects/voids that are undetectable. Therefore, CFL **cannot guarantee** that all subsurface utilities/objects/voids will be accounted for. Locate limitations that CFL will not be held liable for include but are not limited to:

- **GROUND PENETRATING RADAR (GPR):**
 - GPR investigations are highly site specific and can be limited by attenuation of GPR signals by subsurface materials.
 - GPR investigations are limited by uneven terrain conditions, bushes, trees, debris, etc.
 - All vertically stacked utilities/objects may not be detected since GPR signals are reflected by the top most utility/object.
 - Some utilities/objects may not return a reflected signal to the GPR receiver.
 - GPR scans cannot be made immediately next to buildings/objects due to equipment restrictions.
 - Pipes with little or no liquid content at time of locate work may not be detected with GPR.
- **ELECTROMAGNETIC LOCATING :**
 - The number of access points within designated locate area(s) may be limited or non-existent.
 - Utility or property owner may restrict or deny the use of utility access points.
 - Utility may not adequately carry the imposed current from the electromagnetic locate equipment.
 - Fiber & other non-metallic lines with no or non-working tracer wire are untoneable with electromagnetic locate equipment.

(B) DESIGN ENGINEER and CONTRACTORS

Due to locate limitations, the client's/owner's **Design Engineer** is expected to gather and identify existing facility information from various prints and underground facility owners/operators to confirm that no other subsurface utilities/objects are present in the project area, and **Contractors** are responsible to abide by Florida Statutes 556.106 - Sunshine 811.

(C) FIELD DRAWINGS/PRINTS/REPORTS

CFL is not liable for any print, survey, field drawing or report that identifies or fails to identify CFL detected utilities or objects. CFL field drawings represent the requested scope of services within designated area(s) as of date of work; may not reflect a comprehensive utility survey of all subsurface utilities/objects; are not technical drawings created by a professional such as surveyor, engineer, or draftsman; are not drawn to scale and only depict an approximate location of referenced utilities/objects; are not created based on any type of drawing standards; and are for informational purposes only.

(D) MACHINE DEPTHS: If Service Is Provided

Machine depths are approximate readings, **are not guaranteed depths**, are provided for informational purposes only, and should not be relied upon for any type of subsurface work. CFL will not accept any responsibility for actions taken based on provided machine depths.

(E) VERTICAL EXCAVATION (DIRT SOFT DIG): Information/Limitations: If Service Is Provided

Soft Digs are made within grassed or otherwise unpaved surface conditions to a maximum depth of approximately 8 feet to determine the depth of the utility/object. If requested, CFL also will provide the size and material type.

- Soft Dig vertical depth measurements are made from the top of each exposed utility/object to the ground surface.
- The vertical depth range and visual inspection ability is dependent on events such as ground water level.
- Client must obtain/provide CFL with any required soft dig permits before soft dig work is performed. Client will be responsible for any permitting soft dig fines assessed by governing agency.

(F) CORE BORE WITH VERTICAL EXCAVATION (DIRT SOFT DIG): Information/Limitations: If Service Is Provided

A Core Bore is made in asphalt or concrete to vertically expose a utility/object to determine the depth of the utility/object from the top of the utility/object to the pavement surface.

- Vertical Excavation limits apply (See Item E).
- Test hole will be backfilled with like materials compacted in 6" lifts or with a flowable fill mixture.
- The current asphalt thickness will be replaced with double asphalt thickness.
- **Asphalt/Concrete Core Bore Permits are to be furnished to CFL by the client prior to work being scheduled.** Client is responsible for cost of all permits, MOT, Traffic Control, and any permitting fines assessed by governing agency.

(G) DIRECT PUSH SOIL SAMPLING: Information/Limitations: If Service Is Provided

Direct Push Soil Sampling Limitations that CFL will not be held liable for include but are not limited to:

- Direct push rods may not penetrate to desired depth due to subsurface sediment and/or material hardness.
- Direct push rods may not penetrate through consolidated sediment, rock and/or debris.

(H) CERTIFICATE OF INS (COI): New/Revised COI Requests

- Client COI requirements must be provided to CFL prior to the Authorization to Proceed being Issued.
- CFL will invoice client for all costs associated with client COI requirements that incur billable charges to CFL.

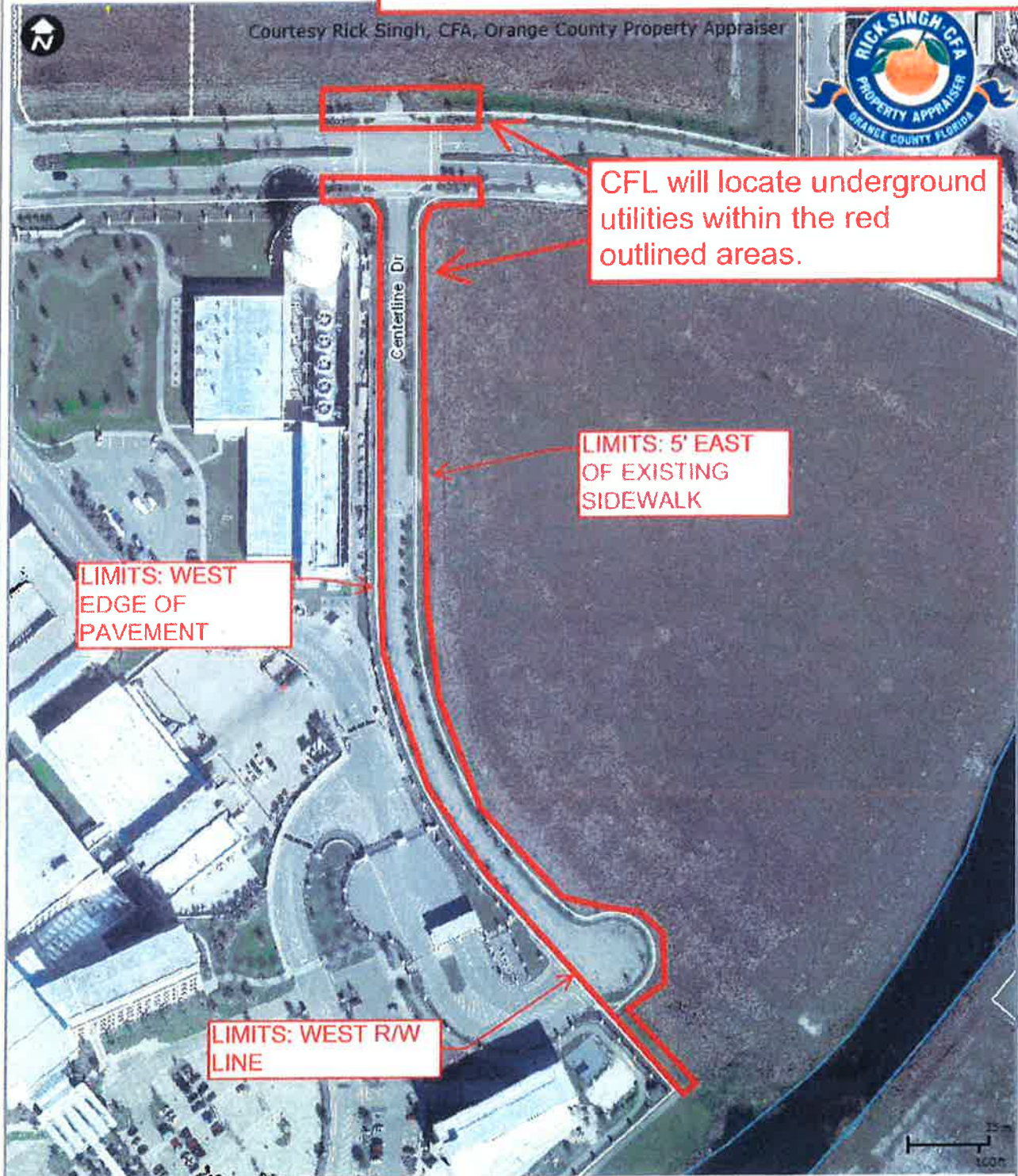
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OCPA Web Map



**CFL Utility Locate Site:
Centerline Cr. and Laureate Blvd
Orlando, FL
Centerline Drive Segment C Location**

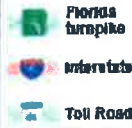
Courtesy Rick Singh, CFA, Orange County Property Appraiser



Created: 9/14/2019

This map is for reference only and is not a survey.

OCPA Web Map



Major Roads

Public Roads

Gated Roads

Road Under Construction

CFL Utility Locate Site: Centerline Dr and Kellogg Ave Orlando, FL Centerline Drive Segment D Location



Courtesy Rick Singh, CFA, Orange County Property Appraiser



CFL will locate underground utilities within the red outlined area.

**Note: Information provided to CFL does not show utilities running west of the intersection within the red outlined area. CFL's proposal is based on this information. If utilities are found during horizontal locating, CFL will submit a Change Order for additional locate time.*

Created: 9/14/2019

This map is for reference only and is not a survey.

EXHIBIT A
WORK SCOPE AUTHORIZATION/AGREEMENT LETTER FORM

9-20-19

Greenway Improvement District
12051 Corporate Blvd
Orlando, Florida 32817

Subject: Central Florida Locating, Inc. – Proposal 19258 REV 1 – Centerline Drive Segments C & D

Consultant submits this work authorization to provide Services Greenway Improvement District. We will provide these services pursuant to our current Agreement dated September 20, 2019 ("Agreement") as follows:

I. Scope of Work

_____	A. (GPR of Centerline Dr Segments C & D)	\$13,195.00
[Code]		
_____	B. (Vertical Excavations -Dirt)	\$2,200.00
[Code]		
_____	C. (insert work description)	\$
TOTAL	-----	\$15,395.00

II. Compensation

Consultant will be compensated for this work at the quoted lump sum amount or at the hourly rates and direct costs established pursuant to the Agreement.

This Work Scope Authorization, together with the Agreement, represents the entire understanding between Greenway Improvement District and Consultant with regard to the referenced Work Authorization. If you wish to accept this Work Authorization, please sign both copies where indicated and return one complete copy to our office (executed electronic scanned copies are acceptable). Upon receipt, we will promptly schedule our services.

Sincerely,

By: Sandra Rickman
Title: President

APPROVED AND ACCEPTED

Richard Levy
[Signature]
Richard Levy
[Name and Title]

[Project No.]

10.15.19
[Date]

[Company]

[Work Authorization No.]



MEMORANDUM

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

DATE: October 15, 2019

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

LAND PLANNERS

SURVEYORS

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

Construction Status: Jr. Davis Construction completed the erosion repair on 10/9/19. Repairs to damaged sidewalk, landscape and hardscape are scheduled for the week of 10/14/19. Punch list walk is anticipated 10/18/19.

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

Recommended Motion: None at this time.

Nemours Parkway Phase 7 – Jr. Davis Construction, Inc.

Construction Status: The roadway has been fully paved and striping, landscaping and asphalt trail are complete. The lift station is substantially complete and start up is pending OUC electric installation, which is currently anticipated in early-November. Substantial completion of the project is anticipated in late-November.

Change Order (C.O.) Status: Change Order No. 4 in the additive amount of \$49,204.52 for landscape and irrigation revisions, as reviewed and approved by Dix+Hite.

Recommended Motion: Approve Change Order No. 4 in the additive amount of \$49,204.52.

2200 Park Ave., North

Winter Park, FL

32789-2355

Fax 407-644-8318

407-644-4068



Memorandum

Re: Greenway Improvement District

Construction Contract Status

October 15, 2019

Page 2

Lake Nona Kellogg Avenue Extension – DeWitt Excavation

Construction Status: A preconstruction meeting with the City took place 10/8/19 and construction of the permanent drainage pipe is to commence the week of 10/14/19. The pipe installation is anticipated to take approximately 3 weeks to complete, followed by close-out inspections and certification.

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

Recommended Motion: None at this time.

Should there be any questions, please do not hesitate to call.

Thank you.

End of memorandum.

c: Larry Kaufmann
Scott Thacker
Troy Davidson
Dan Young
Tarek Fahmy

**LAKE NONA SOUTH
Greenway Improvement District
Nemours Parkway Phase 6
Change Order Log
Jr. Davis**

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date 8/17/17	To Board	Approval Date	Notes
						\$2,070,587.60			
<u>1</u>	7/10/2018	8" Directional Bore	0	\$ 10,874.88	Approved	\$ 2,081,462.48	7/17/2018	7/17/2018	
<u>2</u>	6/20/2018	Culvert Rail Installation	0	\$ 13,464.00	Approved	\$ 2,094,926.48	7/17/2018	7/17/2018	
<u>3</u>	7/16/2018	OCPS sidewalk revision	30	\$ 42,220.54	Approved	\$ 2,137,147.02	7/17/2018	7/17/2018	
<u>4</u>	5/20/2019	Erosion repair and expanded protection at the north and south ends of the quad 36" culverts	0	\$ 77,713.83	Approved	\$ 2,214,860.85	5/21/2019	5/21/2019	

**LAKE NONA SOUTH
Greenway Improvement District
Nemours Parkway Phase 7
Change Order Log
Jr. Davis**

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date	To Board	Approval Date	Notes
						\$6,312,276.78			
<u>1</u>	2/8/2019	Contract adjustment for revision to include scope of work for addendums/plans issued after bid date.		\$ 161,445.97	Approved	\$ 6,473,722.75	2/19/2019	2/19/2019	
<u>2</u>	5/20/2019	Add sanitary and reclaim service laterals intended to serve the Nemours Children's Hospital.		\$ 12,879.00	Approved	\$ 6,486,601.75	5/21/2019	5/21/2019	
<u>3</u>	9/12/2019	Contract Calendar Extension - Add 60 Days	60	\$ -	Approved	\$ 6,486,601.75	9/17/2019	9/17/2019	
<u>4</u>	9/19/2019	Landscaping and Irrigation Revisions		\$ 49,204.52	Pending	\$ 6,535,806.27	10/15/2019		

Greenway Improvement District
CONTRACT CHANGE ORDER

Change Order No. 4

Project: Nemours Parkway Phase 7

Date 10/14/2019

Engineer: Donald W. McIntosh Associates, Inc.

Contractor: Jr. Davis Construction Company

ITEM NO.	WORK PERFORMED	DESCRIPTION OF CHANGE	AMOUNT + / (-)
1	Landscaping & Irrigation Revisions	ADD	\$ 49,204.52

Net Change Order Amount \$ 49,204.52

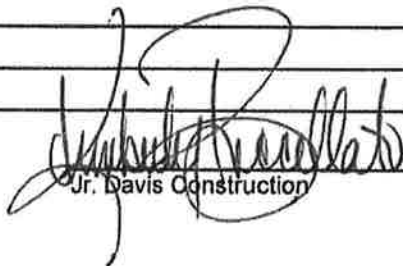
Contract Amount Prior to Change Order \$ 6,486,601.75

Revised Contract Amount \$ 6,535,806.27

COMMENTS:

See attached backup provided by Jr. Davis Construction Company.

Acceptable To:


Jr. Davis Construction

Date:

10/15/19

Approved By:

Greenway Improvement District

Date:

c: Jeffrey J. Newton, P.E.

NEMOURS PARKWAY PHASE 7 LANDSCAPING & IRRIGATION REVISIONS



Jr. Davis Construction Company, Inc.

JR. DAVIS CONSTRUCTION

210 S. HOAGLAND BLVD.

KISSIMMEE, FL 34741

Contact: CONOR MACNAMARA

Phone: 407-870-0066

Email: CONOR.MACNAMARA@JR-DAVIS.COM

Quote To:

Greenway Improvement District

Proposal Date: 9/9/19

Date of Plans: 6/17/19

Revision Date: 7/10/19

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	GENERAL CONDITIONS				
110	GENERAL CONDITIONS	1.00	LS	3,831.19	3,831.19
	GENERAL CONDITIONS TOTAL				\$3,831.19
	RECLAIM WATER				
140	ADD - IRR POC CONNECTION TO 8" MAIN*	1.00	LS	17,042.93	17,042.93
	RECLAIM TOTAL				\$17,042.93
	LANDSCAPE/ IRRIGATION				
165	ADD - CATHEDRAL LIVE OAK 4"	3.00	EA	950.00	2,850.00
170	ADD - ROOT BARRIER	72.00	LF	10.35	745.20
175	ADD - SABAL PALM HURRICANE CUT	13.00	EA	335.00	4,355.00
180	ADD - MUHLY GRASS 3 GAL, 30" OC	1,273.00	EA	14.45	18,394.85
185	ADD - TEXAS LONGLEAF JASMINE	2,921.00	EA	4.90	14,312.90
190	CREDIT - ANNUALS	-127.00	EA	3.60	-457.20
195	CREDIT - FLORITAM, ST.AUGUSTINE SOD	-1,190.00	SY	5.10	-6,069.00
200	CREDIT - IRR CONTROLLER	-1.00	EA	12,354.00	-12,354.00
210	ADD - DUCTILE IRON FITTINGS	4.00	EA	221.00	884.00
215	ADD - VALVES REMOTE CONTROL TYPE 1-1/2"	4.00	EA	326.00	1,304.00
220	ADD - 1-1/2" LATERAL LINES	170.00	LF	2.75	467.50
225	ADD - 1-1/4" LATERAL LINES	985.00	LF	2.60	2,561.00
230	ADD - TREE SPRAY ASSY DOUBLE	1.00	EA	67.65	67.65
235	ADD - 12" POPUP HEADS	215.00	EA	25.55	5,493.25
240	CREDIT - 6" POPUP HEADS	-215.00	EA	19.65	-4,224.75
	LANDSCAPE/ IRRIGATION TOTAL				\$28,330.40
GRAND TOTAL					\$49,204.52

NOTES:

THIS PROPOSAL IS INCLUSIVE OF CHANGES PER THE REVISED LANDSCAPING DRAWINGS RECEIVED ON 6/17/19 AND SUBSEQUENT IRRIGATION ALTERATIONS PER MARKUP APPROVED ON 7/4/19.

*PROPOSAL ALSO INCLUDES THE RECLAIMED WATER, TAPPING SLEEVE, VALVES, IRRIGATION POC &

ABOVE GROUND BACKFLOW ASSEMBLY ADDED IN THE REVISIONS TO THE CIVIL PLANS DATED 7/10/19,

JDC Reference:1961RFCO04

CC:TBD

NEMOURS PARKWAY PHASE 7

LANDSCAPE AND IRRIGATION PLANS - ISSUE FOR PERMIT
CITY OF ORLAND CASE NO.ENG2018-11778

Prepared For GREENEWAY IMPROVEMENT DISTRICT
February 13, 2018

△ Revised May 29, 2018

△ Revised September 04, 2018

△ Revised May 24, 2019

FOR REFERENCE SEE PERMIT NO. ENG2018-10209

TABLE OF CONTENTS	
SHEET NUMBER	SHEET NAME
LA5.00	COVER SHEET
LA5.01	KEY SHEET
LA5.10 - LA5.12	LANDSCAPE PLANS
LA5.90	LANDSCAPE NOTES AND PLANT LIST
LA5.91	LANDSCAPE DETAILS
LA5.99	LANDSCAPE SPECIFICATIONS
LA6.01	KEY SHEET
LA6.10 - LA6.12	IRRIGATION PLANS
LA6.90	IRRIGATION LEGEND, TABLE & NOTES
LA6.91	IRRIGATION DETAILS
LA6.99	IRRIGATION SPECIFICATIONS

Date:	06/24/18
Drawn by:	RH
Reviewed by:	JTC
Job Number:	T4464
Revision:	Date:
△	05/29/2018
△	09/04/2018
△	05/24/2019

NEMOURS PARKWAY PHASE 7
ORLANDO, FL

GREENEWAY IMPROVEMENT DISTRICT
6900 TAYLOR BOULEVARD, ORLANDO, FL

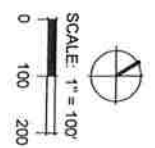
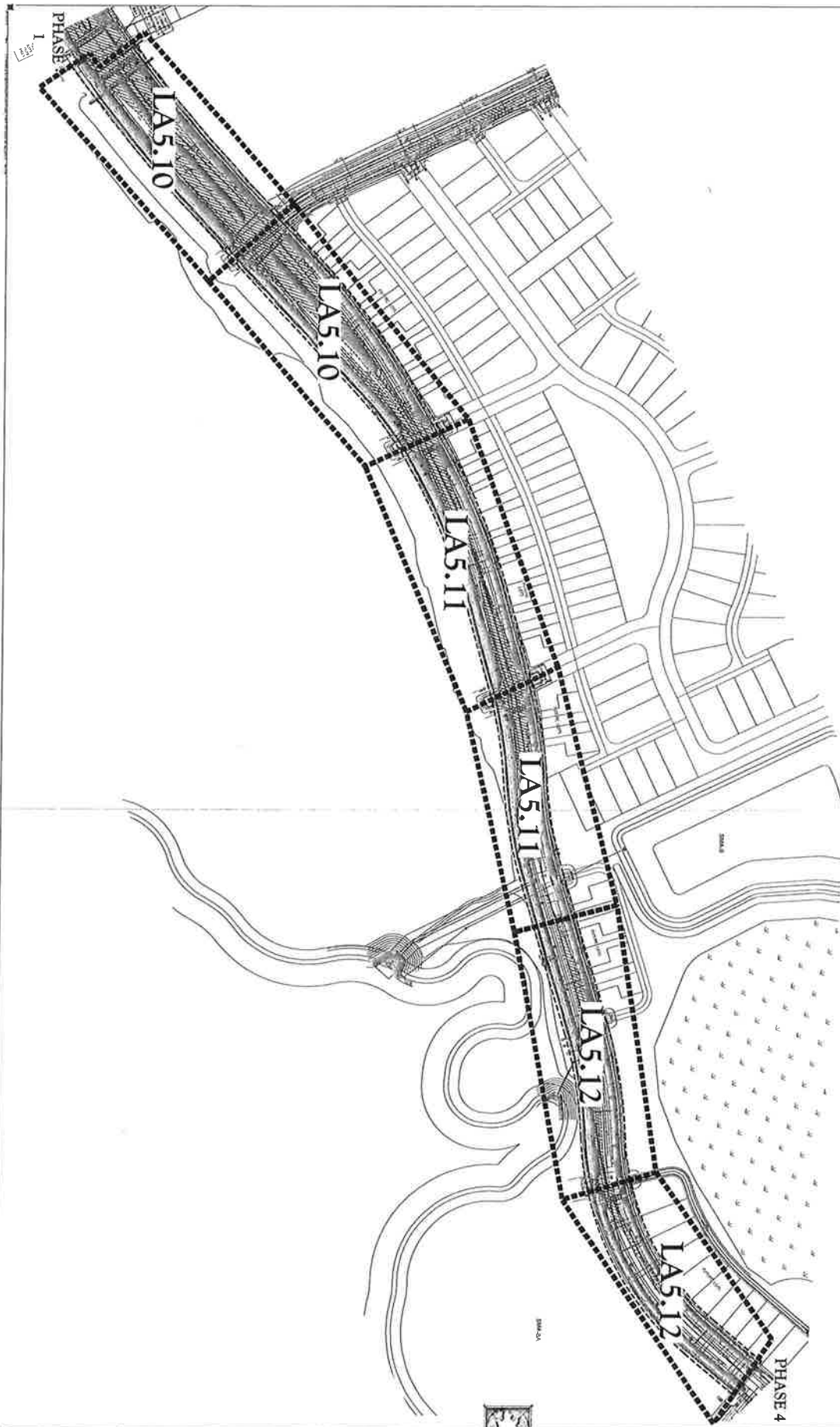


DIXIE
PARTNERS
PROFESSIONAL ENGINEERS
AND ARCHITECTS
FLORIDA LICENSE NO. 111,117

100% LANDSCAPE PLANS

Cover Sheet

Sheet Number:
LA5.00



Sheet Number
LA5.01

100% LANDSCAPE PLANS

Key Sheet



DIX.HITE
PARTNERS
100 W. JEFFERSON AVENUE
ORLANDO, FL 32801
TEL: 407.242.1100
FAX: 407.242.1101

NEMOURS PARKWAY PHASE 7
ORLANDO, FL

GREENWAY IMPROVEMENT DISTRICT
6900 TAVISTOCK BOULEVARD, ORLANDO, FL

Drawn by	3/2/2008
Checked by	3/2/2008
Reviewed by	3/2/2008
Job Number	100014
Drawn by	3/2/2008
Checked by	3/2/2008
Reviewed by	3/2/2008
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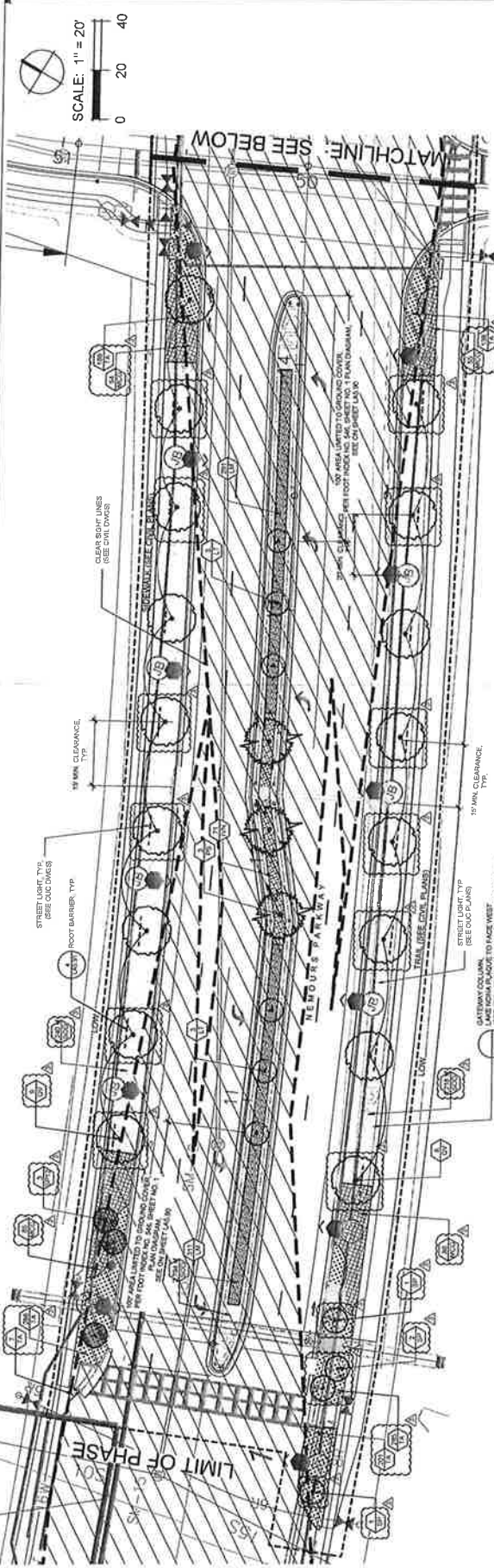
Date:	06/20/16
Drawn by:	JTD
Checked by:	JTD
Scale:	1" = 20'
Revision:	1
Issue:	1
Project:	LA5.10
Sheet:	LA5.10

NEMOURS PARKWAY PHASE 7
ORLANDO, FL
GREENWAY IMPROVEMENT DISTRICT
6900 TAYLOR BOULEVARD, ORLANDO, FL

DISK HITE
PANTHERS
100% LANDSCAPE PLANS

100% LANDSCAPE PLANS
Layout Plan

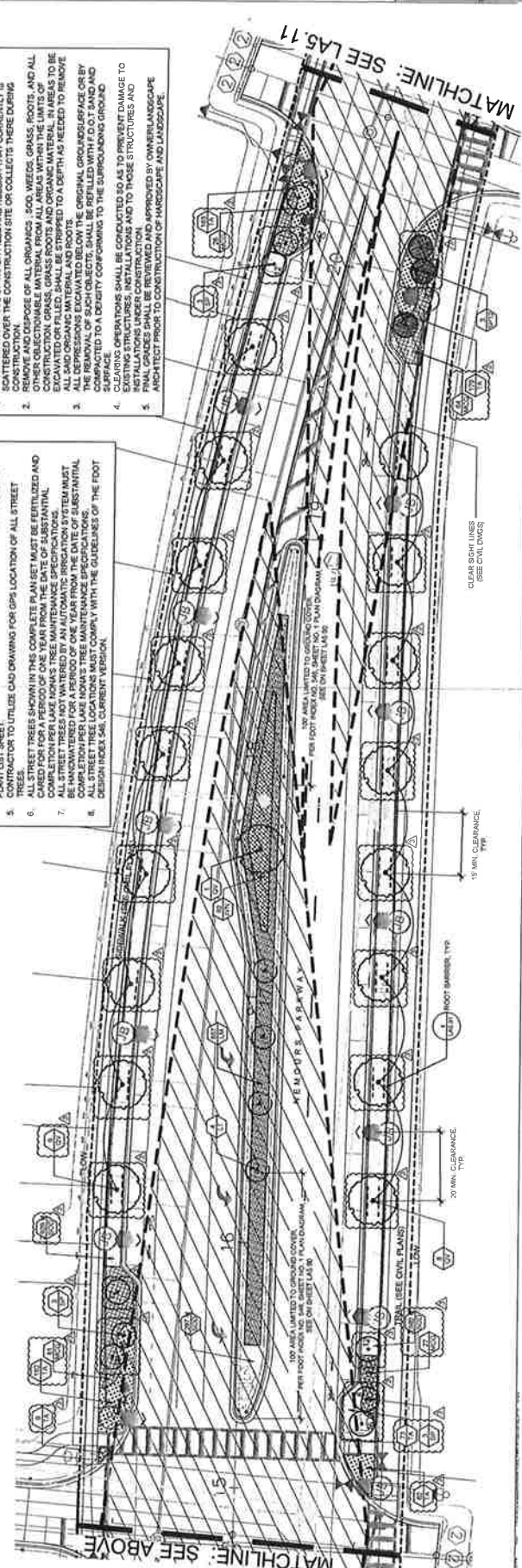
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LA5.10

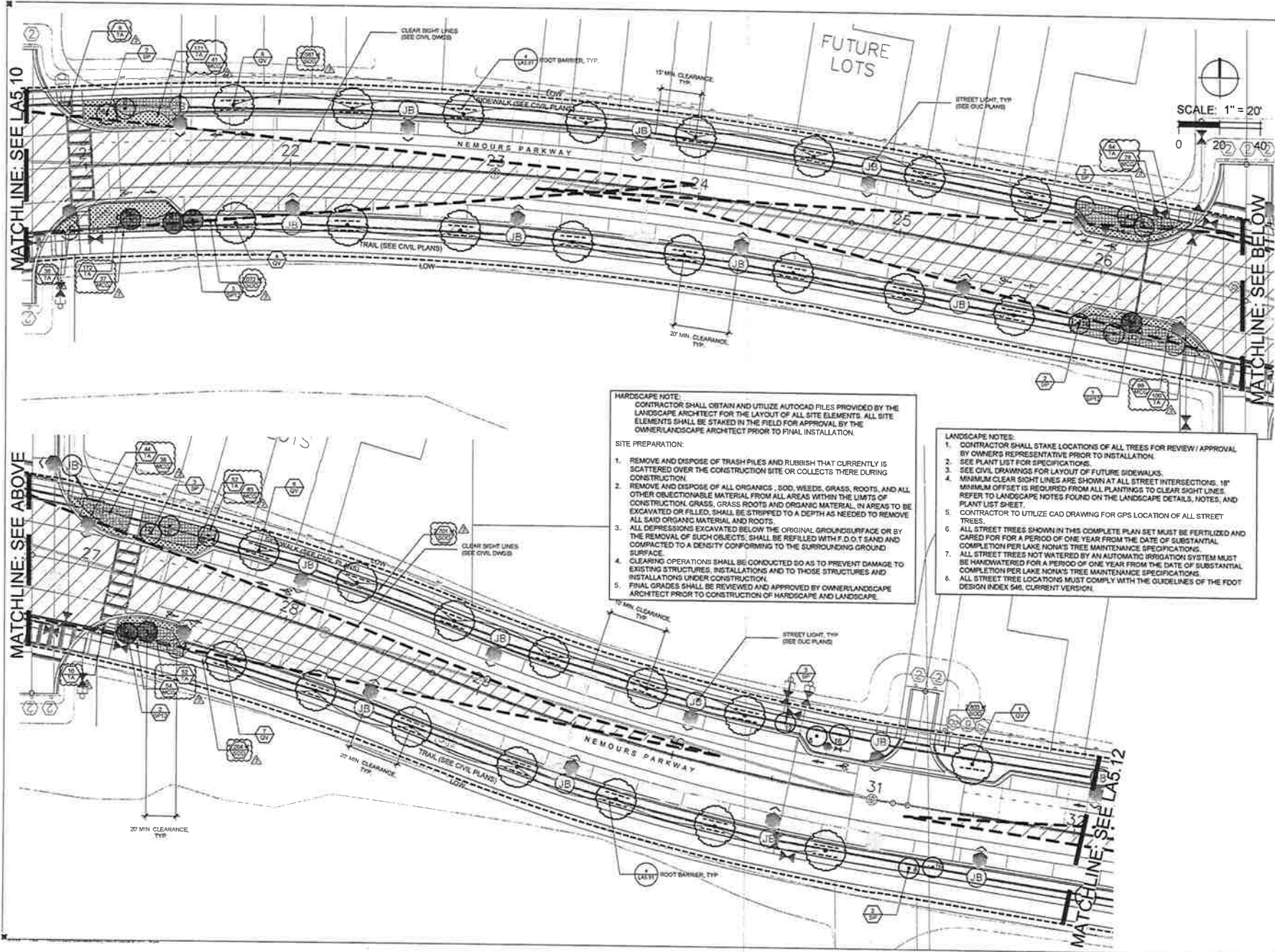


LANDSCAPE NOTES:
1. CONTRACTOR SHALL STAKE LOCATIONS OF ALL TREES FOR REVIEW / APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
2. SEE PLANT LIST FOR SPECIFICATIONS.
3. SEE PLANT LIST FOR SPECIFICATIONS.
4. MINIMUM CLEARANCE SHALL BE MAINTAINED AT ALL INTERSECTIONS. IF MINIMUM CLEARANCE IS REQUIRED FROM ALL PLANTINGS TO CLEAR SIGHT LINES, REFER TO LANDSCAPE NOTES FOUND ON THE LANDSCAPE DETAILS, NOTES, AND SPECIFICATIONS.
5. CONTRACTOR TO UTILIZE CAD DRAWING FOR GPS LOCATION OF ALL STREET TREES.
6. ALL STREET TREES SHOWN IN THIS COMPLETE PLAN SET MUST BE FERTILIZED AND WATERED FOR A PERIOD OF ONE YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION PER LAKE MONA'S TREE MAINTENANCE SCHEDULE.
7. ALL STREET TREES NOT WATERED BY AN AUTOMATIC IRRIGATION SYSTEM MUST BE WATERED FOR A PERIOD OF ONE YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION PER LAKE MONA'S TREE MAINTENANCE SCHEDULE.
8. ALL STREET TREE LOCATIONS MUST COMPLY WITH THE GUIDELINES OF THE FOOT DESIGN INDEX 540, CURRENT VERSION.

HARDSCAPE NOTES:
1. CONTRACTOR SHALL OBTAIN AND UTILIZE AUTOCAD FILES PROVIDED BY THE LANDSCAPE ARCHITECT FOR THE LAYOUT OF ALL SITE ELEMENTS. ALL SITE ELEMENTS SHALL BE STAKED IN THE FIELD FOR APPROVAL BY THE OWNER/LANDSCAPE ARCHITECT PRIOR TO FINAL INSTALLATION.
2. REMOVE AND DISPOSE OF TRASH PILES AND RUBBISH THAT CURRENTLY IS SCATTERED OVER THE CONSTRUCTION SITE OR COLLECTS THERE DURING CONSTRUCTION.
3. REMOVE AND DISPOSE OF ALL ORGANS, SOIL, WEEDS, GRASS, ROOTS, AND ALL OTHER OBSTRUCTIBLE MATERIAL FROM ALL AREAS WITHIN THE CONSTRUCTION AREA. ALL GRASS, GRASS ROOTS AND ORGANIC MATERIAL IN AREAS TO BE EXCAVATED SHALL BE STRIPPED TO A DEPTH AS NEEDED TO REMOVE ALL GRASS AND ORGANIC MATERIAL. ALL EXCAVATED AREAS SHALL BE REPAIRED WITH F.D.O.T. SAND AND SURFACE TO A DENSITY CONFORMING TO THE SURROUNDING GROUND SURFACE.
4. CLEARING OPERATIONS SHALL BE CONDUCTED SO AS TO PREVENT DAMAGE TO EXISTING STRUCTURES, INSTALLATIONS AND TO THOSE STRUCTURES AND FINAL GRADES SHALL BE REVIEWED AND APPROVED BY OWNER/LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION OF HARDSCAPE AND LANDSCAPE.

SITE PREPARATION:
1. REMOVE AND DISPOSE OF TRASH PILES AND RUBBISH THAT CURRENTLY IS SCATTERED OVER THE CONSTRUCTION SITE OR COLLECTS THERE DURING CONSTRUCTION.
2. REMOVE AND DISPOSE OF ALL ORGANS, SOIL, WEEDS, GRASS, ROOTS, AND ALL OTHER OBSTRUCTIBLE MATERIAL FROM ALL AREAS WITHIN THE CONSTRUCTION AREA. ALL GRASS, GRASS ROOTS AND ORGANIC MATERIAL IN AREAS TO BE EXCAVATED SHALL BE STRIPPED TO A DEPTH AS NEEDED TO REMOVE ALL GRASS AND ORGANIC MATERIAL. ALL EXCAVATED AREAS SHALL BE REPAIRED WITH F.D.O.T. SAND AND SURFACE TO A DENSITY CONFORMING TO THE SURROUNDING GROUND SURFACE.
3. CLEARING OPERATIONS SHALL BE CONDUCTED SO AS TO PREVENT DAMAGE TO EXISTING STRUCTURES, INSTALLATIONS AND TO THOSE STRUCTURES AND FINAL GRADES SHALL BE REVIEWED AND APPROVED BY OWNER/LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION OF HARDSCAPE AND LANDSCAPE.





HARDSCAPE NOTE:
CONTRACTOR SHALL OBTAIN AND UTILIZE AUTOCAD FILES PROVIDED BY THE LANDSCAPE ARCHITECT FOR THE LAYOUT OF ALL SITE ELEMENTS. ALL SITE ELEMENTS SHALL BE STAKED IN THE FIELD FOR APPROVAL BY THE OWNER/LANDSCAPE ARCHITECT PRIOR TO FINAL INSTALLATION.

SITE PREPARATION:

1. REMOVE AND DISPOSE OF TRASH PILES AND RUBBISH THAT CURRENTLY IS SCATTERED OVER THE CONSTRUCTION SITE OR COLLECTS THERE DURING CONSTRUCTION.
2. REMOVE AND DISPOSE OF ALL ORGANICS, SOIL, WEEDS, GRASS, ROOTS, AND ALL OTHER OBJECTIONABLE MATERIAL FROM ALL AREAS WITHIN THE LIMITS OF CONSTRUCTION. GRASS, GRASS ROOTS AND ORGANIC MATERIAL, IN AREAS TO BE EXCAVATED OR FILLED, SHALL BE STRIPPED TO A DEPTH AS NEEDED TO REMOVE ALL SAID ORGANIC MATERIAL AND ROOTS.
3. ALL DEPRESSIONS EXCAVATED BELOW THE ORIGINAL GROUND SURFACE OR BY THE REMOVAL OF SUCH OBJECTS, SHALL BE REFILED WITH F.D.O.T SAND AND COMPACTED TO A DENSITY CONFORMING TO THE SURROUNDING GROUND SURFACE.
4. CLEARING OPERATIONS SHALL BE CONDUCTED SO AS TO PREVENT DAMAGE TO EXISTING STRUCTURES, INSTALLATIONS AND TO THOSE STRUCTURES AND INSTALLATIONS UNDER CONSTRUCTION.
5. FINAL GRADES SHALL BE REVIEWED AND APPROVED BY OWNER/LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION OF HARDSCAPE AND LANDSCAPE.

LANDSCAPE NOTES:

1. CONTRACTOR SHALL STAKE LOCATIONS OF ALL TREES FOR REVIEW / APPROVAL BY OWNERS REPRESENTATIVE PRIOR TO INSTALLATION.
2. SEE PLANT LIST FOR SPECIFICATIONS.
3. SEE CIVIL DRAWINGS FOR LAYOUT OF FUTURE SIDEWALKS.
4. MINIMUM CLEAR SIGHT LINES ARE SHOWN AT ALL STREET INTERSECTIONS. 18" MINIMUM OFFSET IS REQUIRED FROM ALL PLANTINGS TO CLEAR SIGHT LINES. REFER TO LANDSCAPE NOTES FOUND ON THE LANDSCAPE DETAILS, NOTES, AND PLANT LIST SHEET.
5. CONTRACTOR TO UTILIZE CAD DRAWING FOR GPS LOCATION OF ALL STREET TREES.
6. ALL STREET TREES SHOWN IN THIS COMPLETE PLAN SET MUST BE FERTILIZED AND CARED FOR FOR A PERIOD OF ONE YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION PER LAKE NEMOURS TREE MAINTENANCE SPECIFICATIONS.
7. ALL STREET TREES NOT WATERED BY AN AUTOMATIC IRRIGATION SYSTEM MUST BE HANDWATERED FOR A PERIOD OF ONE YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION PER LAKE NEMOURS TREE MAINTENANCE SPECIFICATIONS.
8. ALL STREET TREE LOCATIONS MUST COMPLY WITH THE GUIDELINES OF THE FOOT DESIGN INDEX 548, CURRENT VERSION.

1. CONTRACTOR IS EXPECTED TO CARRY OUT ALL RESPONSIBILITIES SET FORTH IN THESE LANDSCAPE NOTES AND IN THE LANDSCAPE SPECIFICATIONS. THEY WILL BE STRICTLY ENFORCED BY THE OWNER/LA.
2. ALL PLANT MATERIAL SHALL BE FLORIDA #1 OR BETTER ACCORDING TO THE CURRENT NURSERY GRADING AND STANDARDS.
3. ALL PLANT BEDS SHALL BE DRESSED WITH 3" LAYER OF MULCH. ALL OTHER AREAS SHALL RECEIVE SOI (SEE PLAN FOR TYPE).
4. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES PRIOR TO INSTALLATION.
5. ALL PLANTS SHALL MEET SIZE, CONTAINER, AND SPACING SPECIFICATIONS. ANY MATERIAL NOT MEETING SPECIFICATIONS SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.
6. CONTRACTOR SHALL BE RESPONSIBLE TO RECEIVE THE LANDSCAPE ARCHITECT'S APPROVAL OF ALL PLANT BED LAYOUTS AND THE LOCATIONS PRIOR TO INSTALLATION. IF ANY MATERIAL IS NOT INSTALLED PRIOR TO LANDSCAPE ARCHITECT'S APPROVAL, CONTRACTOR WILL BE SUBJECT TO RELOCATING THE MATERIAL AT THE LANDSCAPE ARCHITECT'S REQUEST AND THE CONTRACTOR'S OWN EXPENSE.
7. ALL SHRUBS SHALL BE PLANTED 1'-12" AND TREES 2'-12" ABOVE GRADE. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER PLANT HEALTH IN ON-SITE SOILS.
8. CONTRACTOR SHALL PERFORM SOIL TESTING PRIOR TO CONSTRUCTION #1 TO DETERMINE NUTRIENT STATUS AND PH. IN ORDER TO DETERMINE THE SOIL TEXTURE IN THE TOP 6" - 12" OF SOIL, AND THEN AGAIN ON THE SOIL DEEPER THAN THE TESTS. SEE LANDSCAPE SPECIFICATIONS FOR MORE INFORMATION.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR FINE GRADING. GRADING SHALL BE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT.
10. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
11. CONTRACTOR SHALL SUBMIT UNIT PRICES FOR ALL BID ITEMS.
12. SOIL SHALL BE FREE FROM LIMESTONE ROCK AND CONSTRUCTION DEBRIS.
13. IN THE EVENT OF A CONFLICT BETWEEN QUANTITIES REPRESENTED ON THE PLAN VS. QUANTITIES SHOWN ON THE PLANT LIST, THE PLAN SHALL CONTROL.
14. CONTRACTOR SHALL MAINTAIN TREES IN A STRAIGHT-AND PLUMB POSITION FOR ONE YEAR. CONTRACTOR SHALL STAKE ALL TREES IF REQUIRED BY THE JURISDICTION.
15. PRIOR TO REMOVAL OF ANY TREES, THE TREES TO BE RETAINED SHALL HAVE PROTECTIVE TREE BARRIERS.
16. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THEIR OWN TAKE OFFS AND QUANTITIES. THE CONTRACTOR ON THE PLANT LIST SHALL BE USED ONLY AS A GUIDE TO THE OWNER AND L.A. THIS INCLUDES SOI AND MULCH QUANTITIES OF WHICH THE CONTRACTOR SHALL BE HELD TO BID QUANTITIES.
17. SUCCESSFUL BIDDER SHALL LOOK UP ALL MATERIALS IMMEDIATELY AFTER CONTRACT ASSIGNMENT. PLANTS SHALL BE HELD DURING THE PERIOD FROM CONTRACT TO INSTALLATION TO ALLOW ADDITIONAL GROWTH. ALL PLANTS WILL BE REQUIRED TO BE FULLY HEALTHY AND PLANT MATERIAL SHALL ARRANGE FOR PLANT GROWTH PRIOR TO DELIVERY, EITHER BY SAMPLES, PHOTO, OR NURSERY VISITS.
18. CONTRACTOR SHALL BE RESPONSIBLE FOR WARRANTY OF HEALTH OF PLANTS IN ON-SITE SOILS, IF DURING CONSTRUCTION, CONTRACTOR DISCOVERS WATER LOGGING, CLAYTY, COMPACTED OR OTHERWISE POORLY DRAINING SOILS, OR OTHER OBSTACLES TO THE STABILITY OF THE LANDSCAPE ARCHITECT FOR REMEDIAL ACTION.
19. CONTRACTOR SHALL ANTICIPATE THE FIRST ONE FOOT AROUND BUILDING PERIMETER WILL BE COMPACTED AND FOUNDATION BEDS SHOULD BE FILLED AND IMPROVED TO SUSTAIN QUALITY HEALTHY PLANT GROWTH.

DEPARTURE SIGHT TRIANGLE
TRAFFIC APPROACHING FROM LEFT OR RIGHT

The diagram illustrates the departure sight triangle for traffic approaching from the left or right. It shows a major road intersecting a minor road. Key elements include:

- Major Road** and **Minor Road** labels.
- Clear Sight Triangle** and **Driver's Eye** labels.
- A distance of **14.5'** is indicated.
- Edge Of Traveled Way** is labeled.

SIGHT DISTANCE LEGEND
PLAN - N.T.S.

The legend defines the symbols used in the diagram:

- A triangle symbol represents **200 TO**.
- A shaded rectangular area represents the **UNOBSTRUCTED CLEAR SIGHT AREA**.

SIGHT DISTANCE LEGEND
PLAN - N.T.S.



WINDOW DETAIL

FOOT STANDARD 548 TREE SPACING DETAIL
SCALE: N.T.S.

SIGHT DISTANCE LEGEND
PLAN - N.T.S.

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT		REMARKS
LT	10	Lagerstroemia x 'Muskogee'	Standard Lavendar Crape Myrtle	FG		B&B only, 14'-16" HT., 10" SPD., 5" CT., 4" Cal., RPG, Full Healthy, Florida Fancy, Standard
PS	3	Phoenix sylvestris	Silver Date Palm	B & B		18' C.T., Matched Hts., Full Head, Diamond Cut Trunks, Florida Fancy
QV	99	Quercus virginiana 'Cathedral Oak'	Cathedral Oak	FG		B&B only, 14'x16", STD., 4" Cal., RPG, Full Healthy, Florida Fancy
SP	47	Sabal Palmetto	Sabal Palm	-		Hurricane cut, See Plans for Heights, 36" Min. Dia. Root Ball, 15" Min. Dia. Trunk, Boots Shaved Just Below Crown, Clean Trunk
SP12	12	Sabal Palmetto	Sabal Palm	-		Hurricane cut, See Plans for Heights, 36" Min. Dia. Root Ball, 11" Dia. Trunk Max., Boots Shaved Just Below Crown, Clean Trunk
SHRUB AREAS	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	REMARKS
IVN	163	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	3 gal	30" o.c.	12"-14" Ht. x 12"-14" Sprd., Full, Healthy, 30" O.C.
MCG	1,273	Muhlenbergia capillaris	Muhly Grass	3 gal	30" o.c.	18" Ht. x 18" Spd., Full, Healthy
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	REMARKS
LM	1,459	Liriope muscari 'Emerald Goddess'	Liriope	1 Gal.	18" o.c.	1 Gal., 6-8ppp, Full, Healthy, 18" O.C.
TA	2,921	Trachelospermum asiaticum 'Texas Longleaf'	Texas Longleaf Jasmine	1 gal	18" o.c.	Triangular spacing Full in Pot, Healthy
SOD/SEED	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	REMARKS
SOD	50,798 sf	Stenotaphrum secundatum 'Floritam'	Floritam St. Augustine Sod	-		Solid Sod, Healthy, Free of Weeds
MISC.		TYPE				REMARKS
MULCH		Shredded Hardwood Mulch; Natural				Shredded Hardwood Mulch from Mulch, Inc.
ROOTBARRIER		Deeproot UB 24-2				12 LF, see Landscape Plans for locations

TREE SPACING TABLE ¹⁰⁰

Description	Change Speed (m/s)											
	30	35	40	45	50	55	60	65	70	75	80	85
Number of Days Used	4000	3500	3000	2500	2000	1500	1000	500	200	100	50	20
Minimum Speeding (1.0 to 1.00)	25	30	35	40	45	50	55	60	65	70	75	80

5. Signs and markings are based on following conditions:

- a. A single line of trees in the median parallel to the bus not necessarily conform with the corridor.
- b. A street opening narrower than street width may be indicated in the street.
- c. Signs and markings at 12° in diameter cannot be viewed if 12° is shown based on a vehicle entering at street but beginning to rotate.
- d. Signs and markings at 12° in diameter cannot be viewed if 12° is shown based on a vehicle entering at street but beginning to rotate.
- e. Solid panels with diameters = 12° in 18° spaced of intervals granting a 2 second full view of entering vehicle at stop bar location after the vehicle driver begins to rotate. VMS and PERCEPTUAL DIAGRAM, Table 2.
- f. Signs with diameters = 12° intersected with trees with diameters = 12° in 18° can be the signal based on trees with diameters = 12° or 18°.

For any other conditions the tree axis, approach and location shall be defined in the plan; see Section 10.0.

For any other conditions the true slabs, openings and locations shall be detailed in the plans: see Chapter Rule 2

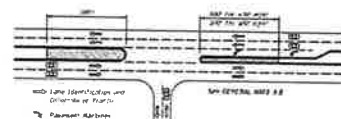
5. For safety, these personnel lengths are assumed:

† Where no test form data is present, size and spacing shall conform to the Tree Spacing Table. No trees shall be removed within 100 ft of the centerline between rows (measured from the edge of adjacent).

2. Where left turn lanes are provided the following requirements shall

* For the second floating control vessel (less than 50 m), it is to "roving shell" (off and on line) during rain, to lower and to operate within 100% of the rated line system requirements for use of a vessel.

* Der englische Fall ist hier (wegen eines sehr hohen Prozentsatzes) mit einem Anteil des gesamten Wertsatzes von 100% (bzw. 100%) angegeben. Dieser Anteil ist dem deutschen Fall entnommen zu den 100% des deutschen Falls.



PLAN
Limited to Ground Cover

FDOT STANDARD 546 - SPECIAL AREAS LIMITED TO GROUND COVER
SCALE: N.T.S.

GENERAL NOTES

1. SEE NOTES, SPECIFICATIONS & LEGEND SHEET FOR ADDITIONAL INFORMATION INCLUDING VERTICAL DATUM
2. THE SCALE OF THIS DRAWING MAY HAVE CHANGED DUE TO REPRODUCTION.
3. ALL SIGHT LINES ARE DRAWN 14.5' BACK FROM THE EDGE OF TRAVEL WAY TO THE DRIVER'S EYE BASED ON FIGURE 3-6 FROM THE 2007 FLORIDA GREENBOOK AS SHOWN ON THIS SHEET.

Date:	06/28/2011
Drawing No.	900
Reviewed by:	ITD
Job Number:	21M04
Revision:	Date:
A	05/26/2011
B	06/04/2011
C	07/24/2011

NEMOURS PARKWAY PHASE 7
ORLANDO, FL

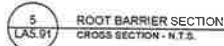
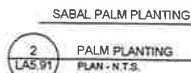


DIX, HITE
* PARTNERS

100% LANDSCAPE PLANS

Landscape Details, Notes, & Plant List

Sheet Number
LA5.90



Date:	06/28/20
Drawn by:	XJM
Reviewed by:	JTC
Job Number:	118468
Revision:	Date:
1	06/28/20

NEMOURS PARKWAY PHASE 7
ORLANDO, FL



DIX-HITLER
PARTNERS

100% LANDSCAPE PLANS

Landscape Details, Notes, & Plant List

Sheet Number
LA5.91

Conor MacNamara

From: Paul Stephens <paul.stephens@tavistock.com>
Sent: Thursday, July 4, 2019 10:49 AM
To: Conor MacNamara; Troy Davidson; Tarek Fahmy
Cc: Scott Thacker; Hank Blake; Josh Huynh
Subject: RE: Nemours Parkway Phase 7 - irrigation sleeves

I spoke with Lyle yesterday concerning the changes and I'm good if everyone else is. Thanks!

PAUL STEPHENS
Irrigation Specialist

Tavistock Development Company
6900 Tavistock Lakes Blvd, Suite #200
Orlando, FL 32827

C: (407) 462-7576
paul.stephens@tavistock.com

www.tavistockdevelopment.com

From: Conor MacNamara <Conor.MacNamara@jr-davis.com>
Sent: Wednesday, July 3, 2019 3:46 PM
To: Paul Stephens <paul.stephens@tavistock.com>; Troy Davidson <troy.davidson@tavistock.com>; Tarek Fahmy <tfahmy@dwma.com>
Cc: Scott Thacker <scott.thacker@tavistock.com>; Hank Blake <Hank.Blake@jr-davis.com>; Josh Huynh <Josh.Huynh@jr-davis.com>
Subject: RE: Nemours Parkway Phase 7 - irrigation sleeves

EXTERNAL E-MAIL

Apologies gents, please see revised attachment.
3DTree made some slight adjustments to the plans sent earlier today, they feel this new layout may work better.
Please review and advise if they can proceed as shown.

Thanks,

Conor MacNamara
Project Engineer



Jr. Davis Construction Company, Inc.
160 International Parkway

Lateral size calculations



00:00



LA6.12

Irrigation Plan



GREENEWAY IMPROVEMENT DISTRICT
6900 TAVISTOCK BOULEVARD, ORLANDO, FL

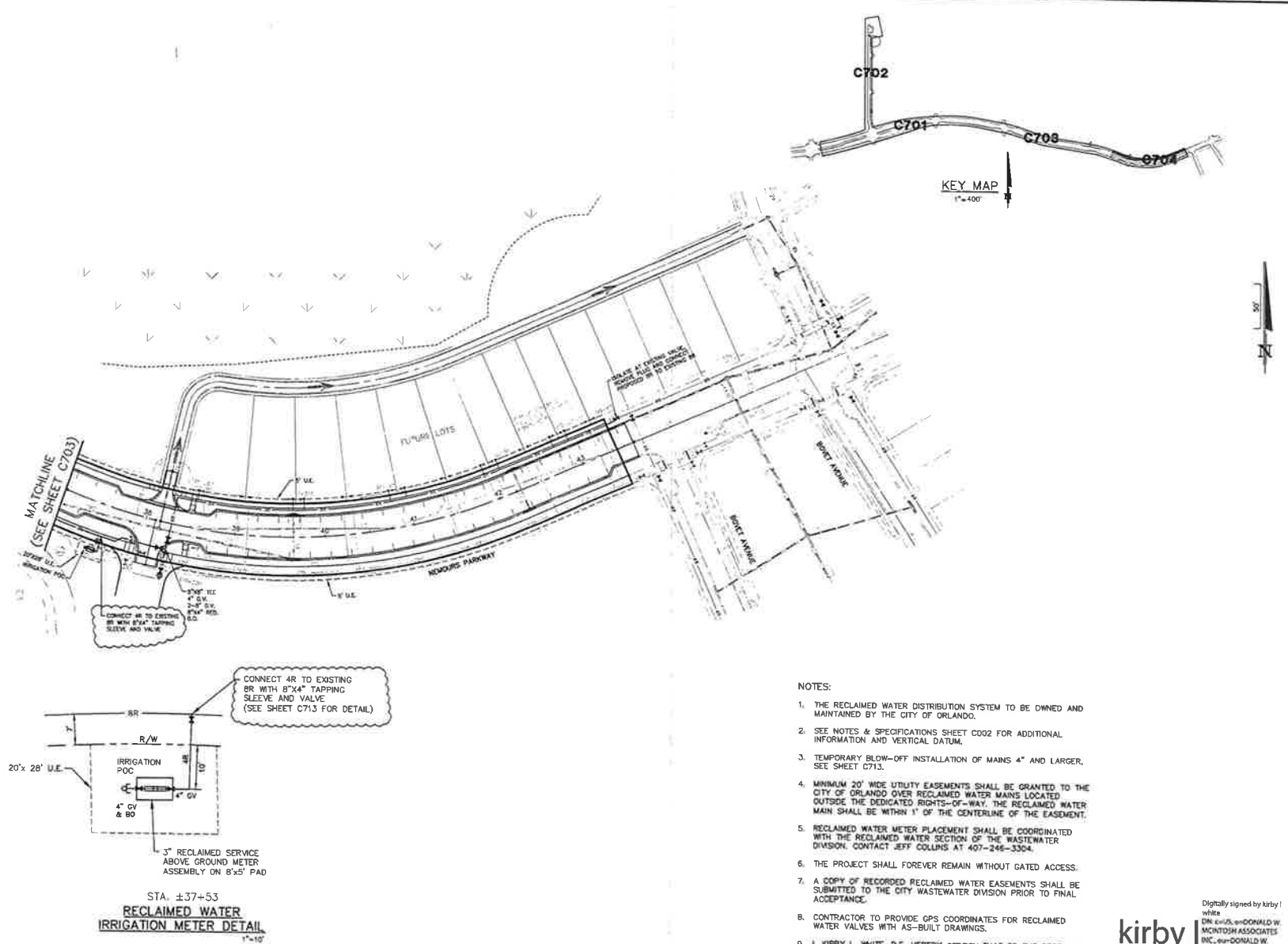
REVIEWED FOR CODE COMPLIANCE

DATE: 1/14/20
City Engineer: [Signature]

PERMIT NO. ENC-219-18-0001
ADDRESS: 1801 TAUSTADT AVENUE, SUITE 100, ORLANDO, FL 32809

CONTRACTOR: DRAKE
NOTE: Permittee assumes full responsibility for obtaining all necessary permits and approvals from the City of Orlando. Keep this plan on file at all times.

CITY OF ORLANDO
PERMITTING SERVICES DIVISION



- NOTES:
1. THE RECLAIMED WATER DISTRIBUTION SYSTEM TO BE OWNED AND MAINTAINED BY THE CITY OF ORLANDO.
 2. SEE NOTES & SPECIFICATIONS SHEET C002 FOR ADDITIONAL INFORMATION AND VERTICAL DATUM.
 3. TEMPORARY BLOW-OFF INSTALLATION OF MAINS 4" AND LARGER, SEE SHEET C713.
 4. MINIMUM 20' WIDE UTILITY EASEMENTS SHALL BE GRANTED TO THE CITY OF ORLANDO OVER RECLAIMED WATER MAINS LOCATED OUTSIDE THE DEDICATED RIGHTS-OF-WAY. THE RECLAIMED WATER MAIN SHALL BE WITHIN 1' OF THE CENTERLINE OF THE EASEMENT.
 5. RECLAIMED WATER METER PLACEMENT SHALL BE COORDINATED WITH THE RECLAIMED WATER SECTION OF THE WASTEWATER DIVISION. CONTACT JEFF COLLINS AT 407-248-3304.
 6. THE PROJECT SHALL FOREVER REMAIN WITHOUT GATED ACCESS.
 7. A COPY OF RECORDED RECLAIMED WATER EASEMENTS SHALL BE SUBMITTED TO THE CITY WASTEWATER DIVISION PRIOR TO FINAL ACCEPTANCE.
 8. CONTRACTOR TO PROVIDE GPS COORDINATES FOR RECLAIMED WATER VALVES WITH AS-BUILT DRAWINGS.
 9. I, KIRBY L. WHITE, P.E. HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE ALL EXISTING UTILITIES HAVE BEEN FIELD LOCATED AND THE LOCATION AND ELEVATION DEPICTED ON THESE PLANS IS BASED ON ACTUAL SURVEY, GROUND PENETRATING RADAR, SOFT DIG EXCAVATIONS, AND OTHER INDUSTRY METHODS. I FURTHER CERTIFY THAT ALL MEASURES HAVE BEEN TAKEN WITH REGARD TO UTILITY PROVIDERS' NOTIFICATION TO MARK UTILITIES IN ACCORDANCE WITH CHAPTER 556 F.S., SUNSHINE STATE ONE CALL.

kirby
white

Digitally signed by kirby/white
DN: cn=KIRBY L. WHITE, o=DONALD W. MCINTOSH ASSOCIATES, INC., ou=DONALD W. MCINTOSH ASSOCIATES, INC., email=kirby@white.com, c=US
Date: 2019.07.22 15:31:06 -0400

DONALD W. MCINTOSH ASSOCIATES, INC. ENGINEERS 2550 PARK AVENUE, SUITE 400, ORLANDO, FL 32809 (407) 466-4000		JOB NUMBER 18100
DESIGNED BY JLF	CHECKED BY KLM	SCALE 1/32"=1'-0"
DRAWN BY JLF	DATE 1/15/20	SHEET C704
PROJECT LAKE NONA NEMOURS PARKWAY PHASE 7 CITY OF ORLANDO, FLORIDA RECLAIMED WATER PLAN		OF 104

**LAKE NONA SOUTH
Greenway Improvement District
Kellogg Avenue Extension
Change Order Log
Dewitt Excavating**

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date	To Board	Approval Date	Notes
						\$1,797,324.58			
<u>1</u>	7/12/2018	Developer Portion - Stabilize Construction Access Road and Import Fill	0	\$230,500.00	Approved	\$2,027,824.58	7/17/2018	7/17/2018	
<u>2</u>	8/1/2018	Add days to contract due to weather	8	\$0.00	Approved	\$2,027,824.58	8/23/2018	8/23/2018	
<u>3</u>	9/14/2018	OUC Access Revision - electric and street lighting layout configuration - Kellogg Avenue Extension	0	-\$2,146.88	Approved	\$2,025,677.70	9/18/2018	9/18/2018	
4	9/14/2018	OUC Access Revision - electric and street lighting layout configuration - Hartwell Court Extension	0	\$65,127.18	Approved	\$2,090,804.88	9/18/2018	9/18/2018	
5	10/15/2018	Change of Oak Trees to Acer Rubrum	0	-\$500.00	Approved	\$2,090,304.88	10/16/2018	10/16/2018	
6	10/16/2018	Addition of compost to plant area for Canopy Trees only	0	\$1,691.88	Approved	\$2,091,996.76	11/19/2018	11/19/2018	
7	2/4/2019	Credit for dirt not imported	0	-\$124,608.00	Approved	\$1,967,388.76	2/19/2019	2/19/2019	
8	1/7/2019	Core and connection for SM07 - Soccer Field; Water Service Connection for Soccer Field and Water park	0	\$19,077.25	Approved	\$1,986,466.01	2/19/2019	2/19/2019	
9	2/6/2019	Stop sign and thermopaint	0	\$1,956.00	Approved	\$1,988,422.01	2/19/2019	2/19/2019	
10	2/19/2019	Change of street sign	0	\$750.00	Approved	\$1,989,172.01	3/19/2019	3/19/2019	
11	rev 8/26/2019	Drainage improvements along future northerly extension of Centerline Drive	0	\$202,994.27	Approved	\$2,192,166.28	8/20/2019	8/20/2019	
12	9/17/2019	(formerly Kellogg CO #10 by Tavistock) Irrigation Repairs	0	\$2,220.00	Approved	\$2,194,386.28	9/17/2019	9/17/2019	

GREENEWAY IMPROVEMENT DISTRICT

**Resolution 2020-01,
Adopting an Amended Budget for FY 2019**

RESOLUTION 2020-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GREENEWAY IMPROVEMENT DISTRICT ADOPTING AN AMENDED GENERAL FUND BUDGET FOR FISCAL YEAR 2018/2019, PROVIDING FOR APPROPRIATIONS; ADDRESSING CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 23, 2018, the Board of Supervisors of the Greenway Improvement District (“**Board**”), adopted Resolution 2018-17 providing for the adoption of the District’s Fiscal Year 2018/2019 annual budget (“**Budget**”); and

WHEREAS, the District Manager, at the direction of the Board, has prepared an amended Budget, to reflect changes in the actual appropriations of the Budget; and

WHEREAS, Chapters 189 and 190, *Florida Statutes*, and Section 3 of Resolution 2018-17 authorize the Board to amend the Budget within sixty (60) days following the end of the Fiscal Year 2018/2019; and

WHEREAS, the Board finds that it is in the best interest of the District and its landowners to amend the Budget to reflect the actual appropriations; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE GREENEWAY IMPROVEMENT DISTRICT:

1. BUDGET AMENDMENT.

- a. The Board has reviewed the District Manager’s proposed amended Budget, copies of which are on file with the office of the District Manager and at the District’s Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The amended Budget attached hereto as **Exhibit A** and incorporated herein by reference as further amended by the Board is hereby adopted in accordance with the provisions of sections 190.008(2)(a) and 189.016(6), *Florida Statutes*; provided, however, that the comparative figures contained in the amended Budget as adopted by the Board (together, “**Adopted Annual Budget**”) may be further revised as deemed necessary by the District Manager to further reflect actual revenues and expenditures for Fiscal Year 2018/2019.

- c. The Adopted Annual Budget shall be maintained in the office of the District Manager and the District Records Office and identified as "The Adopted Budget for the Greenway Improvement District for the fiscal year ending September 30, 2019, as amended and adopted by the Board of Supervisors effective November 19, 2019."

2. APPROPRIATIONS. There is hereby appropriated out of the revenues of the Greenway Improvement District, the fiscal year beginning October 1, 2018, and ending September 30, 2019, the sums set forth below, to be raised by special assessments, which sums are deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$843,335.87
DEBT SERVICE FUND	\$4,815,050.00
TOTAL ALL FUNDS	\$5,658,385.87

3. CONFLICTS. This Resolution is intended to amend, in part, Resolution 2018-17, which remains in full force and effect except as otherwise provided herein. All terms of Resolution 2018-17 that are not amended by this Resolution apply to the Adopted Annual Budget as if those terms were fully set forth herein. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

4. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

5. EFFECTIVE DATE. This Resolution shall take effect as of November 19, 2019.

Introduced, considered favorably, and adopted this 19th day of November, 2019.

ATTEST:

**GREENEWAY IMPROVEMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amended Fiscal Year 2018/2019 Budget

Exhibit A
Amended Fiscal Year 2018/2019 Budget

Greenway Improvement District
FY 2019 Adopted Budget (proposed revised)

	YTD Actual	FY 2019 Adopted Budget	YTD Variance	FY 2019 Adopted Budget (proposed revised)
<u>Revenues</u>				
On-Roll Assessments	\$ 430,350.69	\$ 407,655.75	\$ 22,694.94	\$ 430,350.69
Off-Roll Assessments	412,985.18	412,985.20	(0.02)	412,985.18
Net Revenues	\$ 843,335.87	\$ 820,640.95	\$ 22,694.92	\$ 843,335.87
<u>General & Administrative Expenses</u>				
Legislative				
Supervisor Fees	\$ 3,800.00	\$ 7,200.00	\$ (3,400.00)	\$ 3,800.00
Financial & Administrative				
Public Officials' Liability Insurance	2,244.00	2,500.00	(256.00)	2,244.00
Trustee Services	3,928.39	2,500.00	1,428.39	3,928.39
Management	39,999.96	40,000.00	(0.04)	40,000.00
Engineering	9,425.00	10,000.00	(575.00)	9,425.00
Dissemination Agent	5,000.00	5,000.00	-	5,000.00
Property Appraiser	1,672.00	1,500.00	172.00	1,672.00
District Counsel	25,202.51	22,000.00	3,202.51	25,202.51
Assessment Administration	7,500.00	7,500.00	-	7,500.00
Audit	4,395.00	5,500.00	(1,105.00)	4,395.00
Travel and Per Diem	244.63	150.00	94.63	244.63
Telephone	324.83	500.00	(175.17)	324.83
Postage & Shipping	1,064.01	500.00	564.01	1,064.01
Copies	2,604.15	2,000.00	604.15	2,604.15
Legal Advertising	7,130.86	3,800.00	3,330.86	7,130.86
Bank Fees	-	50.00	(50.00)	-
Miscellaneous	215.55	2,500.00	(2,284.45)	215.55
Property Taxes	477.29	1,500.00	(1,022.71)	477.29
Web Site Maintenance	1,280.99	1,250.00	30.99	1,280.99
Dues, Licenses, and Fees	175.00	175.00	-	175.00
Total General & Administrative Expenses	\$ 116,684.17	\$ 116,125.00	\$ 559.17	\$ 116,684.21

Greenway Improvement District
FY 2019 Adopted Budget (proposed revised)

	YTD Actual	FY 2019 Adopted Budget	YTD Variance	FY 2019 Adopted Budget (proposed revised)
<u>Field Operations</u>				
Electric Utility Services				
Electric	\$ 8,009.41	\$ 5,000.00	\$ 3,009.41	\$ 8,009.41
Water-Sewer Combination Services				
Water Reclaimed	47,078.15	20,000.00	27,078.15	43,000.00
Other Physical Environment				
General Insurance	2,525.00	3,000.00	(475.00)	2,525.00
Property & Casualty Insurance	5,987.00	-	5,987.00	5,987.00
Other Insurance	-	750.00	(750.00)	-
Irrigation	48,835.41	30,000.00	18,835.41	45,000.00
Landscaping Maintenance & Material	230,639.50	228,636.00	2,003.50	230,639.50
Tree Trimming	22,410.50	40,000.00	(17,589.50)	22,410.50
Flower & Plant Replacement	87,844.35	50,000.00	37,844.35	80,000.00
Contingency	23,156.83	17,614.00	5,542.83	22,422.07
Hurricane Cleanup	-	5,000.00	(5,000.00)	-
Interchange Maintenance Expenses				
IME - Aquatics Maintenance	3,607.20	3,816.00	(208.80)	3,607.20
IME - Irrigation	9,552.16	36,000.00	(26,447.84)	9,552.16
IME - Landscaping	99,783.65	88,253.28	11,530.37	99,783.65
IME - Lighting	16,040.44	20,000.00	(3,959.56)	16,040.44
IME - Miscellaneous	3,835.73	-	3,835.73	3,835.73
IME - Water Reclaimed	1,079.56	3,600.00	(2,520.44)	1,079.56
Road & Street Facilities				
Entry and Wall Maintenance	3,000.00	3,000.00	-	3,000.00
Hardscape Maintenance	4,200.00	3,000.00	1,200.00	4,200.00
Streetlights	87,717.47	100,000.00	(12,282.53)	87,717.47
Accent Lighting	-	2,000.00	(2,000.00)	-
Parks & Recreation				
Personnel Leasing Agreement	18,333.37	20,000.00	(1,666.63)	18,333.37
Reserves				
Infrastructure Capital Reserve	22,200.00	22,200.00	-	22,200.00
Interchange Maintenance Reserve	3,146.67	3,146.67	-	3,146.67
Total Field Operations Expenses	\$ 748,982.40	\$ 705,015.95	\$ 43,966.45	\$ 732,489.73
Total Expenses	\$ 865,666.57	\$ 821,140.95	\$ 44,525.62	\$ 849,173.94
Income (Loss) from Operations	\$ (22,330.70)	\$ (500.00)	\$ (21,830.70)	\$ (5,838.07)
<u>Other Income (Expense)</u>				
Interest Income	\$ 5,838.07	\$ 500.00	\$ 5,338.07	\$ 5,838.07
Total Other Income (Expense)	\$ 5,838.07	\$ 500.00	\$ 5,338.07	\$ 5,838.07
Net Income (Loss)	\$ (16,492.63)	\$ -	\$ (16,492.63)	\$ -

GREENEWAY IMPROVEMENT DISTRICT

Release and Termination of Temporary Construction and Access Easement Agreement

Prepared By and Return To:

Sara W. Bernard, Esq.
Holland & Knight LLP
200 South Orange Avenue, Suite 2600
Orlando, Florida 32801

**RELEASE AND TERMINATION OF TEMPORARY CONSTRUCTION
AND ACCESS EASEMENT AGREEMENT**

THIS RELEASE AND TERMINATION OF TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT (this “**Termination**”) is made effective as of this ____ day of _____, 2019, by and between **LAKE NONA LAND COMPANY, LLC**, a Florida limited liability company, whose address is 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, Florida 32827 (“**Grantor**”), and **GREENEWAY IMPROVEMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Fishkind & Associates, Inc., 12051 Corporate Boulevard, Orlando, Florida 32817 (“**Grantee**”).

WITNESSETH:

WHEREAS, by virtue of that certain Temporary Construction and Access Easement Agreement by Grantor to and in favor of Grantee, recorded December 14, 2018, under Document Number 20180724845, as amended by that certain First Amendment to Temporary Construction and Access Easement Agreement, recorded May 29, 2019, under Document Number 20190331816, both in the Public Records of Orange County, Florida (collectively, the “**Agreement**”), Grantor granted in favor of Grantee a temporary, non-exclusive easement on, upon, over, under, across, and through the Easement Area (as defined in the Agreement) for access, ingress, egress, and to allow Grantee to complete the design, construction, and installation of the Improvements (as defined in the Agreement) (collectively, the “**Easements**”); and

WHEREAS, Grantor and Grantee desire to terminate the Agreement and release all rights, title, and interests in and to the Easements.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby expressly acknowledged by Grantor and Grantee, Grantor and Grantee do hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Grantee hereby represents and warrants to Grantor that Grantee is the sole holder of the Easements and that Grantee has not made any assignment, transfer, encumbrance, conveyance, or other disposition of any interest in the Easements to any party.

3. Grantee does hereby release, terminate, vacate, and forever abandon all of its right, title, and interest in and to the Easement Area by virtue of the Agreement. Grantor and Grantee hereby acknowledge and agree that, from and after the date and time of recording of this Termination, the Agreement is hereafter null and void and of no further force or effect.

4. Grantor and Grantee are hereby released from, and relieved of, their respective obligations arising under, out of, or by virtue of the Easements and the Agreement, which are hereby terminated and cancelled as of the date and time of recording of this Termination.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Termination as of the day and year set forth below in the notary block.

“GRANTOR”

Signed, sealed, and delivered in the presence of the following witnesses:

LAKE NONA LAND COMPANY, LLC,
a Florida limited liability company

Print Name: _____

By: _____
James L. Zboril, President

Print Name: _____

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by James L. Zboril, as President of **LAKE NONA LAND COMPANY, LLC**, a Florida limited liability company, on behalf of the company. He is () personally known to me or () has produced _____ as identification.

(Signature of Notary Public)

(Typed Name of Notary Public)
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

“GRANTEE”

Signed, sealed and delivered in the presence of the following witnesses:

GREENEWAY IMPROVEMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA)

)

COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as _____ of **GREENEWAY IMPROVEMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, on behalf of the district. He/She is () personally known to me or () has produced _____ as identification.

(Signature of Notary Public)

(Typed Name of Notary Public)

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

GREENEWAY IMPROVEMENT DISTRICT

**Agreement between the GID and
Professional Service Industries, Inc. for
Geotechnical and Soil Testing Engineering
Services**

**AGREEMENT BETWEEN THE GREENEWAY IMPROVEMENT DISTRICT AND
PROFESSIONAL SERVICE INDUSTRIES, INC. FOR GEOTECHNICAL AND SOIL
TESTING ENGINEERING SERVICES**

THIS AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2018, by and between:

GREENEWAY IMPROVEMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in the City of Orlando, Florida, with a mailing address of 12051 Corporate Boulevard, Orlando, Florida, 32817 ("District"); and

PROFESSIONAL SERVICE INDUSTRIES, INC., a Delaware corporation, with a mailing address of 1748 33rd Street, Orlando, Florida 32839 (the "Contractor").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure improvements and recreational facilities; and

WHEREAS, the District has a need to retain a professional geotechnical engineer to provide certain geotechnical exploration and engineering services as described in more detail herein and in **Exhibit A**, which is attached hereto and incorporated herein by reference (the "Services"); and

WHEREAS, the Contractor represents that it is licensed, qualified and capable of providing the Geotechnical Services and has agreed to provide such services for the District in accordance with the terms of this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Contractor of the sums of money herein specified, it is mutually covenanted and agreed as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES. The duties, obligations, and responsibilities of the Contractor are to provide the services, labor and materials described in the proposal dated May 15, 2018 attached hereto as **Exhibit A**. Contractor shall coordinate the Services with other contractors performing work for the District. Should any questions arise as

to the coordination required, the Contractor shall consult with the District's engineer. Additionally:

- A. The Contractor shall report directly to the District's engineer. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the Services set forth herein. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- B. This Agreement grants to Contractor the right to enter the District lands which are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- C. The District is relying on the Contractor as the expert in this field. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional duties shall be paid only as negotiated between the parties and upon the written authorization of the District.

SECTION 3. PAYMENT FOR SERVICES. Contractor shall perform the Services identified in Section 2 herein in exchange for payment of the total sum of **\$2,901.00** ("Payment"). Such Payment shall be due upon completion of the Services and submission of a final invoice as set forth herein. This Payment includes, but is not limited to, all permits, parts, materials and labor necessary to complete the Services as described herein. Contractor agrees to render a final invoice to the District, in writing, which shall be delivered or mailed to the District. The District shall pay the Contractor the Payment within twenty-five (25) days of receipt of such an invoice. The Contractor shall maintain records conforming to usual accounting practices. If the District should desire additional work or services not provided in **Exhibit A**, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing. No additional services shall be provided by the Contractor unless done at the direction of the District.

SECTION 4. INSURANCE. Contractor shall, at its own expense, maintain insurance during the performance of its Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000

<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

Contractor shall provide District with a certificate naming the District, its supervisors, officers, staff, representatives and agents as additional insureds. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this Section shall be sent to the District prior to the commencement of any performance under this Agreement.

SECTION 5. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control.

In particular, District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

SECTION 6. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be

exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

SECTION 7. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 8. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 9. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

SECTION 10. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

SECTION 11. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to Contractor: Professional Service Industries, Inc.
1748 33rd Street
Orlando, Florida 32839
Attn: Malcolm A. Thompson, E.I.

B. If to District: Greeneway Improvement District
12051 Corporate Boulevard
Orlando, Florida 32817
Attn: District Manager

With a copy to: Hopping Green & Sams PA
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 12. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

SECTION 13. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

SECTION 14. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval is void.

SECTION 15. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Orange County, Florida.

SECTION 16. INDEMNIFICATION.

- A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, reasonable attorneys' fees, expert witness fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

- B. Contractor agrees to indemnify, defend, and hold harmless the District and its supervisors, officers, staff, representatives, and agents from any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity for injuries, death, property damage, or of any nature, arising out of, or in connection with the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto.
- C. Contractor hereby acknowledges, agrees and covenants that Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law. This Section shall survive any termination of this Agreement.

SECTION 17. TERM. This Agreement shall become effective as of the date first above written, and shall terminate upon completion of the Services set forth herein and in any amendment hereto, unless cancelled earlier, pursuant to Section 18 below.

SECTION 18. CANCELLATION. The District shall have the right to cancel this Agreement at any time due to Contractor's failure to perform in accordance with the terms of this Agreement or for any reason. Contractor shall have the right to cancel this Agreement upon thirty (30) days written notice mailed to the District at the address written above stating a failure of the District to perform in accordance with the terms of this Agreement. The District's liability upon cancellation or termination of this Agreement shall be limited to paying for the reasonable value of labor and materials physically incorporated into the Services up to the effective date of cancellation, along with the value of materials specifically fabricated by Contractor for the Services up to the date the notice of cancellation or termination was given, though not incorporated in the Services, but not reasonably usable elsewhere, less payments already made to Contractor, as Contractor's sole means of recovery for cancellation.

SECTION 19. OWNERSHIP OF DOCUMENTS. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

SECTION 20. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited, to Section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, Contractor shall: 1) keep and maintain public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost

provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Contractor acknowledges that the designated Public Records Custodian for the District is Jennifer Walden.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 382-3256, jenniferw@fishkind.com, 12051 CORPORATE BOULEVARD, ORLANDO, FLORIDA 32817.

SECTION 21. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 22. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 23. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Should there be any conflict between this Agreement and **Exhibit A**, the terms and conditions of this Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

Witness:

GREENEWAY IMPROVEMENT DISTRICT

Signature of Witness

_____, Board of Supervisors

Print Name

Witness

PROFESSIONAL SERVICE INDUSTRIES, INC.,
a Delaware corporation

Signature of Witness

By: _____

Print Name

Print Name: _____

Title: _____

Composite Exhibit A: Proposal dated May 15, 2018

GREENEWAY IMPROVEMENT DISTRICT

Agreement for Traffic Engineering Services

AGREEMENT FOR TRAFFIC ENGINEERING SERVICES

THIS AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____, 2019, by and between:

Greenway Improvement District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in the City of Orlando, Florida, with a mailing address of 12051 Corporate Boulevard, Orlando, Florida, 32817 (“**District**”); and

Kittelson & Associates, Inc., an Oregon corporation, with an address of 225 East Robinson Street, Suite 355, Orlando, Florida 32801 (“**Engineer**”).

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes, by ordinance of the City Council for the City of Orlando, Florida; and

WHEREAS, the District is authorized to plan, acquire and/or maintain improvements, facilities and services in conjunction with the development and maintenance of the lands within the District; and

WHEREAS, the District desires Engineer to provide the District with certain traffic and roadway related engineering services (“**Project**”), as described in more detail in **Exhibits A and B** (“**Proposals**”); and

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and the acts and deeds to be performed by the parties, the receipt and sufficiency of which are hereby acknowledged by the parties, it is mutually covenanted and agreed as follows:

1. **RECITALS.** The recitals set forth above are hereby incorporated into the terms of this Agreement.

2. **SCOPE OF WORK.** The Engineer will provide certain engineering services as described in the Proposals attached hereto.

3. **REPRESENTATIONS.** The Engineer hereby represents to the District that:

- a. It has the experience and skill to perform the services required to be performed by this Agreement.
- b. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by District,

provide certification of compliance with all registration and licensing requirements.

- c. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of District.
- d. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

4. COMPENSATION. As compensation for the services identified in **Exhibits A and B** and further described herein, District agrees to pay Engineer a sum not-to-exceed Twenty-Three Thousand Five Hundred Dollars (\$23,500.00). Such Payment shall be due upon completion of the Services and submission of a final invoice as set forth herein. This Payment includes, but is not limited to, all permits, parts, materials and labor necessary to complete the Services as described herein. Engineer agrees to render a final invoice to the District, in writing, which shall be delivered or mailed to the District. The District shall pay the Engineer the Payment within twenty-five (25) days of receipt of such an invoice. The Engineer shall maintain records conforming to usual accounting practices. If the District should desire additional work or services not provided in **Exhibits A and B**, the Engineer agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement. The Engineer shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing. No additional services shall be provided by the Engineer unless done at the direction of the District.

5. TERM. The term of this Agreement will be from the time of execution of this Agreement by both parties until either (1) the Project is complete, or (2) such time as this Agreement is terminated pursuant to its terms.

6. OWNERSHIP & REUSE OF DOCUMENTS. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement ("**Work Product**") shall be and remain the sole and exclusive property of the District when developed and paid for by the District and shall be considered work for hire.

The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for the Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of the Engineer's services hereunder, the Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. The Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the Project.

The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement

produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

7. INSURANCE. Subject to the provisions of this Article, the Engineer shall maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	
Bodily Injury / Property Damage	Combined Single Limit \$1,000,000
Professional Liability for Errors and Omissions	\$1,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Engineer shall, without interruption, and at the District's option, maintain the insurance for at least three years after the one year anniversary of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

8. CONTINGENCY FEE. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

9. AUDIT. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. The Engineer agrees that the District or any of its duly authorized representatives shall have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until either (a) the completion of an audit and resolution of all questions arising therefrom, or (b) three years after the expenditure of all funds under this Agreement, or (c) the public record retention period established by the District's records retention policy, whichever comes later.

10. INDEMNITY. The Engineer agrees to indemnify, defend and hold the District and its officers, supervisors, agents, staff, and representatives and any successors and assigns of the foregoing (together, "**Indemnitees**") harmless from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and costs and all fees and costs of mediation or alternative dispute resolution, which may come against the Indemnitees to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by the Engineer or persons employed or utilized by Engineer in the course of any work done in connection with any of the matters set out in this Agreement.

11. SOVEREIGN IMMUNITY. The Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of District's limitations on liability pursuant to section 768.28, Florida Statutes, or any other statute or law.

12. PUBLIC RECORDS. Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited, to Section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, Engineer shall: 1) keep and maintain public records required by the District to perform the services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Engineer's possession or,

alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Engineer, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Engineer acknowledges that the designated Public Records Custodian for the District is Jennifer Walden.

IF ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 382-3256, jenniferw@fishkind.com, 12051 CORPORATE BOULEVARD, ORLANDO, FLORIDA 32817.

13. CONFLICTS OF INTEREST. The Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

14. SUBCONTRACTORS. The Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of Engineer shall be deemed to have made all of the representations and warranties of Engineer set forth herein and shall be subject to any and all obligations of Engineer hereunder. Prior to any subcontractor providing any services, Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Engineer shall be responsible for all acts or omissions of any subcontractors.

15. INDEPENDENT CONTRACTOR. The District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

16. THIRD PARTIES. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

17. CONTROLLING LAW. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any action arising under this Agreement shall be in the State Courts located in Orange County, Florida.

18. ASSIGNMENT. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other, and any purported assignment without such written consent is void.

19. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

20. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all judicial levels.

21. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto and formally approved by the Board.

22. AGREEMENT. This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

23. EXHIBITS. To the extent of any conflict between this Agreement and its **Exhibits A and B**, this Agreement shall control. Further, the "Terms and Conditions" referenced in the Proposals do not apply to this Agreement.

24. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

- | | |
|---------------------------|---|
| A. If to Engineer: | Kittelson & Associates, Inc.
225 East Robinson Street, Suite 355
Orlando, Florida 32801
Attn: Daniel Torre, E.I. |
| B. If to District: | Greeneway Improvement District
12051 Corporate Boulevard
Orlando, Florida 32817
Attn: District Manager |

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Engineer may deliver Notice on behalf of the District and the Engineer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) day's written notice to the parties and addressees set forth herein.

25. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Attest:

GREENEWAY IMPROVEMENT DISTRICT

Assistant Secretary/Secretary

Chairperson / Vice Chairperson,
Board of Supervisors

KITTELSON & ASSOCIATES, INC.

Witness

By:

Its:

EXHIBIT A – Centerline Drive Traffic Analysis – Segments A & B Proposal

EXHIBIT B – Centerline Drive Traffic Analysis – Segments C & D Proposal

GREENEWAY IMPROVEMENT DISTRICT

**Requisition Nos. 665 – 668 & 2018-31 – 2018-36
Approved in October 2019 in an amount totaling
\$981,967.04**

GREENEWAY IMPROVEMENT DISTRICT

DISTRICT OFFICE • 12051 CORPORATE BLVD • ORLANDO, FL 32817

PHONE: (407) 382-3256 • FAX: (407) 382-3254

Requisition Recap For Board Approval

Attached please find the listing of requisitions approved to be paid from bond funds from October 1, 2019 through October 31, 2019. This does not include requisitions previously approved by the Board.

REQUISITION NO.	PAYEE	AMOUNT
665	Hopping Green & Sams	\$282.00
666	Orlando Sentinel	\$75.42
667	Greeneway Improvement District	\$6,360.14
668	Orlando Sentinel	\$94.17
2018-031	Donald W. McIntosh Associates	\$28,117.77
2018-032	Jr. Davis Construction	\$629,173.45
2018-033	Dix.Hite + Partners	\$750.00
2018-034	Donald W. McIntosh Associates	\$44,324.31
2018-035	Jr. Davis Construction	\$218,965.80
2018-036	Donald W. McIntosh Associates	\$53,823.98
		\$981,967.04

**GREENWAY IMPROVEMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS
2013**

(Acquisition and Construction Fund)

The undersigned, a Responsible Officer of the Greenway Improvement District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U. S. Bank National Association, as trustee (the "Trustee"), dated as of April 1, 2013, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2013 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) **Requisition Number:** 665
- (B) **Name of Payee:** Hopping Green & Sams
- (C) **Amount Payable:** \$282.00
- (D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):**
 - 1. Invoice 109683 for Project Construction through 07/31/2019 – **\$282.00**
- (E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

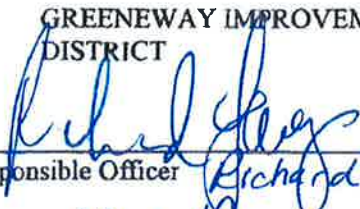
- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the 2013 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the acquisition of the 2013 Project and in accordance with the terms of the Acquisition Agreement;

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The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

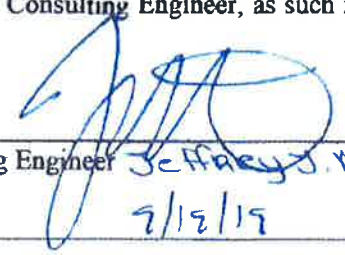
The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

GREENEWAY IMPROVEMENT
DISTRICT

Responsible Officer Richard L. Levey
Date: 10.2.19

CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for the cost of the 2013 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2013 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified.


Consulting Engineer Jeffrey J. Newton, P.E.
Date: 9/18/19

RECEIVED OCT 02 2019

**GREENEWAY IMPROVEMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS
2013**

(Acquisition and Construction Fund)

The undersigned, a Responsible Officer of the Greeneway Improvement District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U. S. Bank National Association, as trustee (the "Trustee"), dated as of April 1, 2013, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2013 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) **Requisition Number:** 666
- (B) **Name of Payee:** Orlando Sentinel
- (C) **Amount Payable:** \$75.42
- (D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):**
 - 1. Invoice 9990686000 for Reference OSC9990686 (Ad #6421089) for Legal Advertising Through 09/08/2019, split 3 ways – **\$75.42**
- (E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

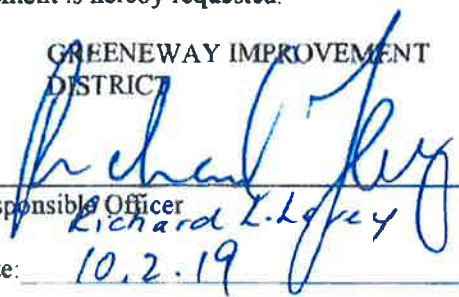
- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the 2013 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the acquisition of the 2013 Project and in accordance with the terms of the Acquisition Agreement;

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The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

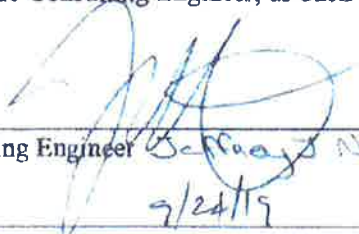
The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

GREENEWAY IMPROVEMENT
DISTRICT

Responsible Officer
Date: 10.2.19

CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for the cost of the 2013 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2013 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified.


Consulting Engineer
Date: 9/24/19

RECEIVED OCT 02 2019

**GREENWAY IMPROVEMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS
2013**

(Acquisition and Construction Fund)

The undersigned, a Responsible Officer of the Greenway Improvement District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U. S. Bank National Association, as trustee (the "Trustee"), dated as of April 1, 2013, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2013 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) **Requisition Number:** 667
- (B) **Name of Payee:** Greenway Improvement District
- (C) **Amount Payable:** \$6,360.14
- (D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):**
 - 1. Reimbursement to District for Lake Nona Kellogg Avenue Project Plan Review Fees Paid from O&M Funds to City of Orlando – **\$4,968.14**
 - 2. Reimbursement to District for Lake Nona Nemours Parkway Phase 6 Lift Station Project Work Order Paid from O&M Funds to Orlando Utilities Commission – **\$1,392.00**
- (E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

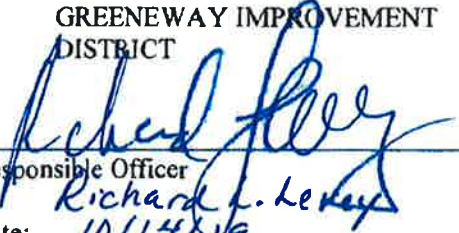
- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the 2013 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the acquisition of the 2013 Project and in accordance with the terms of the Acquisition Agreement;

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The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

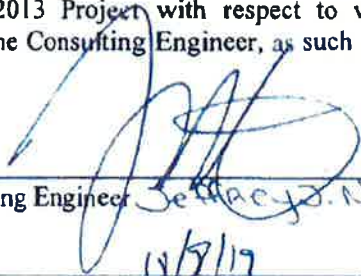
Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

GREENWAY IMPROVEMENT
DISTRICT


Responsible Officer
Date: 10/14/19

CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for the cost of the 2013 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2013 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified.



Consulting Engineer Sethacy J. Newton, P.E.
Date: 10/8/19

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**GREENEWAY IMPROVEMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS
2013**

(Acquisition and Construction Fund)

The undersigned, a Responsible Officer of the Greenway Improvement District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U. S. Bank National Association, as trustee (the "Trustee"), dated as of April 1, 2013, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2013 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) **Requisition Number:** 668
- (B) **Name of Payee:** Orlando Sentinel
- (C) **Amount Payable:** \$94.17
- (D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):**
 - 1. Invoice 11137573000 for Reference OSC11137573 (Ad #6441284) for Legal Advertising Through 10/06/2019, split 3 ways – \$94.17
- (E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the 2013 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the acquisition of the 2013 Project and in accordance with the terms of the Acquisition Agreement;

RECEIVED OCT 31 2019

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

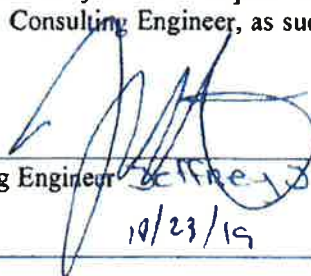
Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

GREENWAY IMPROVEMENT
DISTRICT

Responsible Officer Richard L. Leroy
Date: 10/31/19

CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for the cost of the 2013 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2013 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified.


Consulting Engineer Jeffrey J. Newton P.E.
Date: 10/23/19

RECEIVED OCT 31 2019

GREENWAY IMPROVEMENT DISTRICT
REQUISITION FOR PAYMENT AND
2018 NOTE REQUISITION AND CONSTRUCTION ACCOUNT

DATE:	September 16, 2019	REQUISITION NO:	031
PAYEE:	Donald W. McIntosh Associates	AMOUNT DUE:	\$28,117.77
ADDRESS:	2200 Park Avenue North Winter Park, FL 32789	FUND:	Acquisition/Construction
ITEM:	<ul style="list-style-type: none">• Invoice 36803 for Project 23216 (Lake Nona Greenway) Through 06/14/2019 - \$4,822.50• Invoice 36808 for Project 14052 (Nemours Parkway Phase 6 Design & Permit Segment Weller Blvd to Laureate Pk Ph 3B) Through 06/14/2019 - \$4,767.75• Invoice 36813 for Project 18129 (Nemours Parkway Phase 7 - Construction Phase Services - GID) Through 06/14/2019 - \$1,733.66• Invoice 36895 for Project 23216 (Lake Nona Greenway) Through 07/12/2019 - \$4,365.00• Invoice 36900 for Project 14052 (Nemours Parkway Phase 6 Design & Permit Segment Weller Blvd to Laureate Pk Ph 3B) Through 07/12/2019 - \$5,592.00• Invoice 36901 for Project 16106 (Nemours Parkway Phase 7 Design and Permitting and Lift Station No. 7) Through 07/12/2019 - \$3,405.23• Invoice 36903 for Project 18129 (Nemours Parkway Phase 7 - Construction Phase Services - GID) Through 07/12/2019 - \$3,431.63		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2018 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain.

It is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are photocopies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

GREENWAY IMPROVEMENT DISTRICT

BY:

Richard L. Levey
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the 2018 Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer.

BY:

Jeffrey S. Newton, P.E.
DISTRICT ENGINEER

RECEIVED OCT 02 2019

EXHIBIT A

GREENWAY IMPROVEMENT DISTRICT REQUISITION FOR PAYMENT AND 2018 NOTE REQUISITION AND CONSTRUCTION ACCOUNT

DATE:	September 16, 2019	REQUISITION NO:	032
PAYEE:	Jr. Davis Construction Co., Inc.	AMOUNT DUE:	\$629,173.45
ADDRESS:	210 S. Hoagland Blvd. Kissimmee, FL 34741	FUND:	Acquisition/Construction
ITEM:	Invoice 125455 (Pay Application #11) for Project 1961 (Nemours Parkway Ph. 7) Through 08/25/2019		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2018 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain.

It is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are photocopies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

GREENWAY IMPROVEMENT DISTRICT

BY:

CHAIRMAN or VICE CHAIRMAN

Richard L. Kefauver

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the 2018 Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer.

BY:

DISTRICT ENGINEER

Jeffrey J. Newton, P.E.

RECEIVED OCT 02 2019

EXHIBIT A

GREENWAY IMPROVEMENT DISTRICT REQUISITION FOR PAYMENT AND 2018 NOTE REQUISITION AND CONSTRUCTION ACCOUNT

DATE:	October 4, 2019	REQUISITION NO:	033
PAYEE:	Dix.Hite + Partners	AMOUNT DUE:	\$750.00
ADDRESS:	150 West Jessup Avenue Longwood, FL 32750	FUND:	Acquisition/Construction
ITEM:	Invoice 1909060 for Project 21646.2 (Nemours Pkwy Phase 6) Through 09/20/2019		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2018 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain.

It is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are photocopies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

GREENWAY IMPROVEMENT DISTRICT

BY:

CHAIRMAN or VICE CHAIRMAN

Richard A. Hite
Richard A. Hite

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the 2018 Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer.

BY:

DISTRICT ENGINEER

Jeffrey J. Newton
Jeffrey J. Newton, P.E.

GREENWAY IMPROVEMENT DISTRICT
REQUISITION FOR PAYMENT AND
2018 NOTE REQUISITION AND CONSTRUCTION ACCOUNT

DATE:	October 4, 2019	REQUISITION NO:	034
PAYEE:	Donald W. McIntosh Associates	AMOUNT DUE:	\$44,324.31
ADDRESS:	2200 Park Avenue North Winter Park, FL 32789	FUND:	Acquisition/Construction
ITEM:	<ul style="list-style-type: none">• Invoice 37080 for Project 23216 (Lake Nona Greenway) Through 09/06/2019 – \$5,073.11• Invoice 37085 for Project 14052 (Nemours Parkway Phase 6 Design & Permit Segment Weller Blvd to Laureate Pk Ph 3B) Through 09/06/2019 – \$120.90• Invoice 37086 for Project 16106 (Nemours Parkway Phase 7 Design and Permitting and Lift Station No. 7) Through 09/06/2019 – \$2,965.00• Invoice 37088 for Project 18129 (Nemours Parkway Phase 7 – Construction Phase Services – GID) Through 09/06/2019 – \$2,591.70• Invoice 37089 for Project 18140 (Centerline Drive – Segments A & B) Through 09/06/2019 – \$10,817.00• Invoice 37090 for Project 18141 (Centerline Drive – Segments C & D) Through 09/06/2019 – \$22,756.60		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2018 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

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Attached hereto are photocopies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

GREENWAY IMPROVEMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the 2018 Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and (iii) the report of the District Engineer.

BY:  10/9/19
DISTRICT ENGINEER Jeffrey J. Newton, P.E.

RECEIVED OCT 14 2019

EXHIBIT A

GREENEWAY IMPROVEMENT DISTRICT REQUISITION FOR PAYMENT AND 2018 NOTE REQUISITION AND CONSTRUCTION ACCOUNT

DATE:	October 18, 2019	REQUISITION NO:	035
PAYEE:	Jr. Davis Construction Co., Inc.	AMOUNT DUE:	\$218,965.80
ADDRESS:	210 S. Hoagland Blvd. Kissimmee, FL 34741	FUND:	Acquisition/Construction
ITEM:	Invoice 125538 (Pay Application #12) for Project 1961 (Nemours Parkway Ph. 7) Through 09/25/2019		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2018 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

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It is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are photocopies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

GREENEWAY IMPROVEMENT DISTRICT

BY:

CHAIRMAN or VICE CHAIRMAN

Richard A. Levey

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the 2018 Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer.

BY:

DISTRICT ENGINEER

Jeffrey J. Newton, P.E.

RECEIVED OCT 31 2019

GREENWAY IMPROVEMENT DISTRICT
REQUISITION FOR PAYMENT AND
2018 NOTE REQUISITION AND CONSTRUCTION ACCOUNT

DATE:	October 25, 2019	REQUISITION NO:	036
PAYEE:	Donald W. McIntosh Associates	AMOUNT DUE:	\$53,823.98
ADDRESS:	2200 Park Avenue North Winter Park, FL 32789	FUND:	Acquisition/Construction
ITEM:	<ul style="list-style-type: none">• Invoice 37179 for Project 23216 (Lake Nona Greenway) Through 10/04/2019 – \$5,173.72• Invoice 37184 for Project 14052 (Nemours Parkway Phase 6 Design & Permit Segment Weller Blvd to Laureate Pk Ph 3B) Through 10/04/2019 – \$1,095.26• Invoice 37185 for Project 16106 (Nemours Parkway Phase 7 Design and Permitting and Lift Station No. 7) Through 10/04/2019 – \$3,485.40• Invoice 37187 for Project 17141 (Centerline Drive Phase 2 (fka Hartwell Court) Through 10/04/2019 – \$1,301.50• Invoice 37189 for Project 18129 (Nemours Parkway Phase 7 – Construction Phase Services – GID) Through 10/04/2019 – \$8,224.90• Invoice 37190 for Project 18140 (Centerline Drive – Segments A & B) Through 10/04/2019 – \$12,925.50• Invoice 37191 for Project 18141 (Centerline Drive – Segments C & D) Through 10/04/2019 – \$21,617.70		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2018 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

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GREENWAY IMPROVEMENT DISTRICT

BY:

CHAIRMAN or VICE CHAIRMAN

Richard L. Hevey

10/31/19

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the 2018 Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer.

BY:

DISTRICT ENGINEER

Jeffrey S. Newton, P.E.

10/30/19

RECEIVED OCT 31 2019

GREENEWAY IMPROVEMENT DISTRICT

**Operation and Maintenance Expenditures Paid
in October 2019 in an amount totaling \$22,707.58**

GREENEWAY IMPROVEMENT DISTRICT

DISTRICT OFFICE • 12051 CORPORATE BLVD • ORLANDO, FL 32817

PHONE: (407) 382-3256 • FAX: (407) 382-3254

Operation and Maintenance Expenditures For Board Approval

Attached please find the check register listing Operations and Maintenance expenditures paid from October 1, 2019 through October 31, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$22,707.58**

Approval of Expenditures:

_____ Chairman

_____ Vice Chairman

_____ Assistant Secretary

Greenway Improvement District
AP Check Register (Current by Bank)
 Check Dates: 10/1/2019 to 10/31/2019

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
BANK ID: SUN - CITY NATIONAL BANK					001-101-0000-00-01
2806	10/01/19	P	OUC	Orlando Utilities Commission	\$1,392.00
2807	10/11/19	P	FDEP	FL Dept. of Environ. Protect.	\$75.00
2808	10/11/19	P	ORLS	Orlando Sentinel	\$200.00
2809	10/29/19	P	ASCC	All Star Custom Construction	\$3,850.00
2810	10/29/19	P	TRUSTE	US Bank as Trustee for Greenew	\$4,322.07
BANK SUN REGISTER TOTAL:					\$9,839.07
GRAND TOTAL :					\$9,839.07

9,839.07 Checks 2806 - 2810 cut
 12,868.51 PA 410 - OUC invoice paid

22,707.58 Cash spent

GREENEWAY IMPROVEMENT DISTRICT

**Recommendation of Work
Authorizations/Proposed Services
*(if applicable)***

GREENEWAY IMPROVEMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

Project Name: GID – Centerline Drive Segment C

Brief Description: Underground locates for Centerline Drive Road Construction Plans.

Name of Consultant /Vendor: Central Florida Locating, 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: \$ 1,160.00

Recommendation: ☒ Approve _____ Deny

By:

 11/10/19

Larry Kaufmann, Chairman
Greeneway Improvement District Construction Committee

c: Jennifer Walden
Tucker Mackie
Jeffrey Newton
Lynne Mullins



PO Box 1468
Bushnell, FL 33513
833-229-2227
cfl-inc.com

Central Florida Locating, Inc.
DBA **CFL Geological Solutions**

Date: 11-7-19
Client: Greenway Improvement District, 12051 Corporate Blvd, Orlando, FL 32817
Attn: Mr. Richard Levey, Chairman, Board of Supervisors
E-Mail: Scott Grossman, PSM, Senior Vice President, Donald W. McIntosh Associates, Inc. <sgrossman@dwma.com>
Project: Lake Nona South – VAMC Access Road, Hartwell Ct, Orlando, FL – **Additional Area** **CFL 19303**

CFL is pleased to provide a proposal to Greenway Improvement District for the additional area based upon scope of services requested by Scott Grossman of D.W. McIntosh Associates (DWMA), may be subject to change should the requirements change, is valid for thirty (30) days from date of proposal, and is Non-Transferrable.

SCOPE OF SERVICES - See Page 2 for Information/Limitations

Geophysical Horizontal Utility Locating: 2D Ground Penetrating Radar (GPR) and Electromagnetic (EM)

- CFL will utilize 2D GPR and EM technologies to horizontally locate underground utilities within the red outlined area as shown on the attached print provided by Scott Grossman of DWMA. The exact locate area will need to be designated at time of work by DWMA.
- CFL will use paint and flags to mark located utilities and will provide a technician's field drawing of located utilities.
- CFL's scope of services does not include the locating of abandoned utilities that are no longer locatable, vacant conduits, gravity sewer, storm lines, small irrigation lines, and low voltage lines.
- Client is responsible for ensuring that all electrical and lighting systems are energized and that all lights with outdoor light sensor systems are in use at time of locate work.

Notes:

- If available, CFL requests that client provide as-builts, engineering prints, etc. of existing utilities.
- GPR Scans & EM Locating can only be performed in accessible areas that are clear of obstacles such as construction materials, pipes, vehicles, machinery, dirt/materials mounds, landscaping, trees, uneven terrain, water, etc.
- If needed, CFL can provide a quote for additional detection technologies such as 3D GPR, 3D GPR Array, and Magnetometer that typically provide additional/more comprehensive data.

WEEKDAY DAYTIME COST

Geophysical Horizontal Locating: -----**\$1,160.00**

PAYMENT

- A Lump Sum invoice will be submitted via e-mail to client upon completion of locate work.
- Lump Sum amount is due in full with no job retainage.
- Payments not received within 30 days of date of invoice may result in legal actions.

SCHEDULE

A work start date will be provided upon receiving an Authorization to Proceed.

Regards,

Sandra Rickerson

Sandra Rickerson, President
Central Florida Locating, Inc.

AUTHORIZATION TO PROCEED (ATP) – Executed CFL Proposal

ATP - Client legally authorizes CFL to proceed and acknowledges that scope of services, compensation, payment terms, and terms and conditions in this proposal are accepted.

Client: Greenway Improvement District

Date: _____

By: _____
Authorized Agent's Signature

Printed Name: _____
Printed Name of Authorized Agent

Job Number/Name (If Applicable): _____

E-MAIL Address for Invoice: _____

E-MAIL EXECUTED DOCUMENT TO: Contracts@cfl-inc.com

Innovative and Reliable Solutions



Central Florida Locating, Inc.
DBA CFL Geological Solutions

Terms and Conditions

Page 2

(A) LIMITS OF GPR AND ELECTROMAGNETIC SERVICES: If Services are Provided

CFL will make every effort to horizontally detect the underground utilities, objects or voids described in the Scope of Work or as requested at the time of work within the designated work area(s). However, CFL cannot mark utilities/objects/voids that are undetectable. Therefore, CFL **cannot guarantee** that all subsurface utilities/objects/voids will be accounted for. Locate limitations that CFL will not be held liable for include but are not limited to:

- **GROUND PENETRATING RADAR (GPR):**
 - GPR investigations are highly site specific and can be limited by attenuation of GPR signals by subsurface materials.
 - GPR investigations are limited by uneven terrain conditions, bushes, trees, debris, etc.
 - All vertically stacked utilities/objects may not be detected since GPR signals are reflected by the top most utility/object.
 - Some utilities/objects may not return a reflected signal to the GPR receiver.
 - GPR scans cannot be made immediately next to buildings/objects due to equipment restrictions.
 - Pipes with little or no liquid content at time of locate work may not be detected with GPR.
- **ELECTROMAGNETIC LOCATING :**
 - The number of access points within designated locate area(s) may be limited or non-existent.
 - Utility or property owner may restrict or deny the use of utility access points.
 - Utility may not adequately carry the imposed current from the electromagnetic locate equipment.
 - Fiber & other non-metallic lines with no or non-working tracer wire are untoneable with electromagnetic locate equipment.

(B) DESIGN ENGINEER and CONTRACTORS

Due to locate limitations, the client's/owner's **Design Engineer** is expected to gather and identify existing facility information from various prints and underground facility owners/operators to confirm that no other subsurface utilities/objects are present in the project area, and **Contractors** are responsible to abide by Florida Statutes 556.106 - Sunshine 811.

(C) FIELD DRAWINGS/PRINTS/REPORTS

CFL is not liable for any print, survey, field drawing or report that identifies or fails to identify CFL detected utilities or objects. CFL field drawings represent the requested scope of services within designated area(s) as of date of work; may not reflect a comprehensive utility survey of all subsurface utilities/objects; are not technical drawings created by a professional such as surveyor, engineer, or draftsman; are not drawn to scale and only depict an approximate location of referenced utilities/objects; are not created based on any type of drawing standards; and are for informational purposes only.

(D) MACHINE DEPTHS: If Service is Provided

Machine depths are approximate readings, **are not guaranteed depths**, are provided for informational purposes only, and should not be relied upon for any type of subsurface work. CFL will not accept any responsibility for actions taken based on provided machine depths.

(E) VERTICAL EXCAVATION (DIRT SOFT DIG): Information/Limitations: If Service is Provided

Soft Digs are made within grassed or otherwise unpaved surface conditions to a maximum depth of approximately 8 feet to determine the depth of the utility/object. If requested, CFL also will provide the size and material type.

- Soft Dig vertical depth measurements are made from the top of each exposed utility/object to the ground surface.
- The vertical depth range and visual inspection ability is dependent on events such as ground water level.

(F) CORE BORE WITH VERTICAL EXCAVATION (DIRT SOFT DIG): Information/Limitations: If Service is Provided

A Core Bore is made in asphalt or concrete to vertically expose a utility/object to determine the depth of the utility/object from the top of the utility/object to the pavement surface.

- Vertical Excavation limits apply (See Item E).
- Test hole will be backfilled with like materials compacted in 6" lifts or with a flowable fill mixture.
- The current asphalt thickness will be replaced with double asphalt thickness.

(G) DIRECT PUSH SOIL SAMPLING: Information/Limitations: If Service is Provided

Direct Push Soil Sampling limitations that CFL will not be held liable for include but are not limited to:

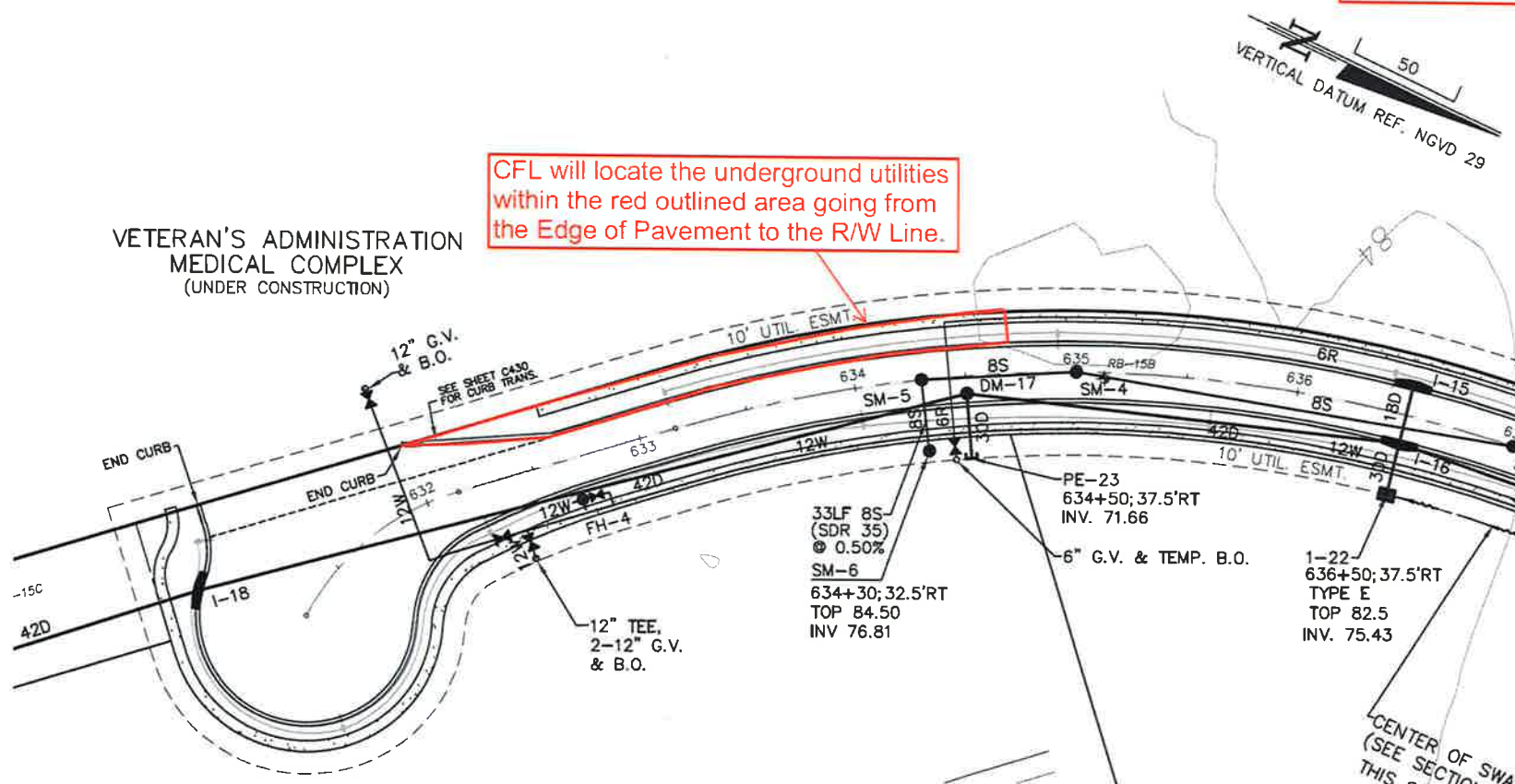
- Direct push rods may not penetrate to desired depth due to subsurface sediment and/or material hardness.
- Direct push rods may not penetrate through consolidated sediment, rock and/or debris.

(H) CERTIFICATE OF INS (COI): New/Revised COI Requests

- Client COI requirements must be provided to CFL prior to the Authorization to Proceed being issued.
- CFL will invoice client for all costs associated with client COI requirements that incur billable charges to CFL.

Innovative and Reliable Solutions

CFL Utility Locate Site:
VAMC Access Road
Hartwell Ct, Orlando, FL

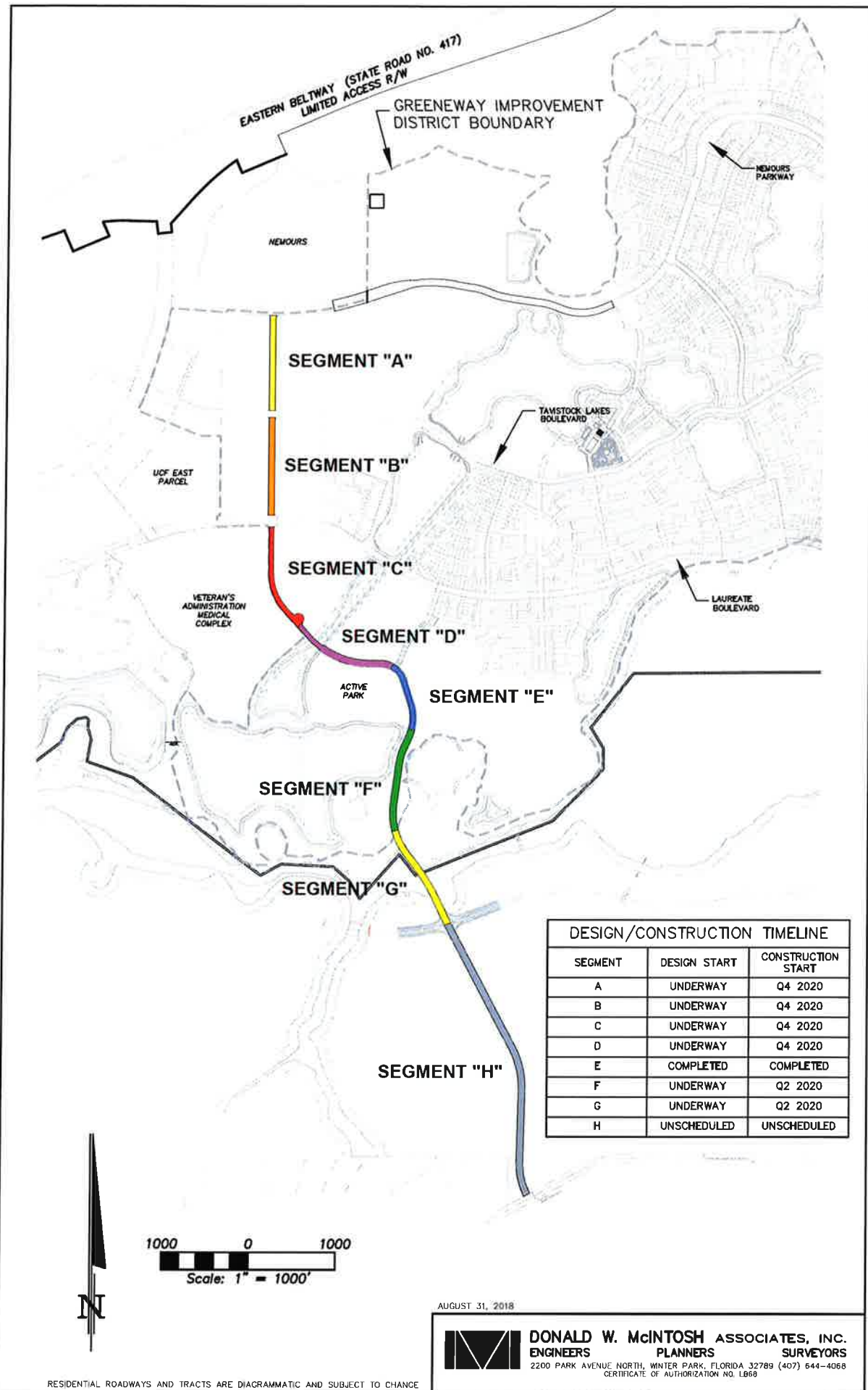


Central Florida Locating, Inc.
-CFL Geological Solutions

114 N Jumper Drive
Bushnell, FL 33513
Office: (352) 793-4246
Fax: (352) 793-8675

"Innovative and Reliable
Subsurface Solutions"

Client:	Greenway Improvement District	Date:	11/7/19	<small>Central Florida Locating, Inc. (CFL) is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or disability. This document is not intended to create an employment contract, and it is not to be construed as such. The company reserves the right to change the terms of this document at any time without notice.</small>
Project:	Lake Nona South - VAMC Access Road		Proposal	
Methods:	2D Ground Penetrating Radar (2D GPR) and Electromagnetic (EM)	Sheet:	1 of 1	<small>Disclaimer: Central Florida Locating, Inc. (CFL) is not responsible for any information provided in this drawing, any other data, or any other information that may be used in the design or construction of the project. CFL is not a professional engineering or architectural firm. The drawing is for informational purposes only and should not be used for any other purpose. The drawing is not to be reproduced without the written consent of CFL.</small>



GREENWAY IMPROVEMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

Project Name: GID – Centerline Drive Segment A&B

Brief Description: Geotechnical Engineering Services

Name of Consultant /Vendor: Professional Service Industries. 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: \$ 4,600.00

Recommendation: Approve Deny

By: _____

Larry Kaufmann, Chairman
Greenway Improvement District Construction Committee

c: Jennifer Walden
Tucker Mackie
Jeffrey Newton
Lynne Mullins



Proposal Number: 0757-292701R1
Updated November 4, 2019

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

Mr. Richard Levey
Chairman – Board of Supervisors
Greenway Improvement District
12051 Corporate Boulevard
Orlando, Florida 32817

RE: Proposal
Geotechnical Engineering Services
Centerline Drive, Segments A and B
Orlando, Florida 32827

Dear Mr. Levey:

In response to a request from Mr. James Nugent, P.E. with Donald W. McIntosh Associates, Professional Service Industries, Inc. (PSI) is pleased to submit this proposal to provide design level geotechnical engineering services for Segments A and B of the proposed Centerline Drive improvements. This revised proposal presents our scope of services, contains information on scheduling and our estimated fee for the proposed project based on recently updated project information provided to PSI.

Our proposal is based on the boring locations being readily accessible to our truck-mounted drill rig and right of access being provided to PSI to conduct our field work.

Experience

PSI has been providing geotechnical engineering services for Lake Nona/Tavistock for more than 25 years, including the roadway infrastructure throughout Laureate Park, Lake Nona Boulevard and the Lake Nona Boulevard/State Road 417 Interchange.

Project Information

The project site under consideration herein is a vacant tract of land located between the existing intersection of Laureate Boulevard and Hartwell Court road and Nemours Parkway. Based on the preliminary plans and project information provided to PSI, the project consists of two segments (Segment A and B) of roadway, extending approximately 2,200± feet along the project site.

Segment A of the proposed roadway will begin at a partially constructed intersection located along Nemours Parkway, approximately 1,200± feet east of the intersection of Lake Nona Boulevard and Nemours Parkway. The new roadway will be aligned south approximately 1,100± feet and will connect another partially constructed intersection located along Tavistock Lakes Boulevard. Segment B will begin at the terminus of Segment A and will extend south approximately 1,100± feet to connect Laureate Boulevard at the existing intersection of Hartwell Court and Laureate Boulevard.





Based on the updated project information provided to us, the drainage and sanitary pipelines planned for Segments A and B will connect the existing stub-outs at Hitchings Avenue. The pipelines will traverse west to east from the center of the intersection planned for Segment B to Hitchings Avenue. The new pipelines will be installed at a depth of approximately 15 feet below the existing ground surface.

The 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 assumptions.

Scope of Geotechnical Services

The purpose of this exploration is to obtain information on the subsurface soil and groundwater conditions within the project alignment. The subsurface conditions encountered will then be evaluated with respect to the available project characteristics. In this regard, design-level geotechnical engineering evaluations for the following issues will be addressed.

1. Recommendations for soil subgrade preparation, including stripping, grubbing and compaction. Engineering criteria for placement and compaction of approved structural fill materials.
2. General location and description of potentially deleterious materials encountered in the borings which may interfere with construction progress or roadway/pavement performance, including existing fills or surficial organics.
3. Identification of groundwater levels and estimating the normal seasonal high and average wet-seasonal groundwater levels.
4. Pavement design and construction recommendations for a flexible asphalt section based on the encountered soil and groundwater conditions.
5. Perform a roadway underdrain review based on the roadway profiles from the civil engineer.
6. Prepare needed geotechnical plan sheets (24" x 36") and associated general notes and specifications.
7. Perform shop drawing review of geotechnical related items.

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

1. Review readily available published geologic and topographic information. This published information will be obtained from the appropriate quadrangle map published by the United States Geological Survey (USGS) and the "Soil Survey of Orange County, Florida" published by the United States Department of Agriculture (USDA) Soil Conservation Service (SCS). As part of this task, we will also review our existing geotechnical engineering reports for the immediate area.
2. Execute a program of subsurface sampling and field testing. PSI proposes to perform a field exploration program for the project comprising the following.



Segment A	4 Auger Borings (7 feet deep, spaced at approximately 200 feet) 1 SPT Boring (20 feet deep)
Segment B	4 Auger Borings (7 feet deep, spaced at approximately 200 feet) 3 SPT Boring (20 feet deep)

In the SPT boring, samples will be collected and Standard Penetration Test resistances (N-values) will be measured virtually continuously for the top ten (10) feet and on intervals of five (5) feet thereafter. In the auger borings, samples will be collected with each change in soil stratum. Upon completion of drilling, the borings will be backfilled with soil cuttings prior to leaving the site.

3. Visually classify and stratify representative soil samples in the laboratory using the Unified Soil Classification System. Conduct a limited laboratory testing program to confirm soil classification and engineering properties. Identify soil conditions at each boring location and form an opinion of the site soil stratigraphy.
4. Collect groundwater level measurements in the boreholes and estimate normal seasonal high and average wet seasonal groundwater levels.
5. The results of the field exploration and laboratory tests will be used in the engineering analysis and in the formulation of our design level geotechnical recommendations for the project. The results of the subsurface exploration, including the recommendations and the data on which they are based, will be presented in a written engineering report prepared by a Professional Engineer licensed in the State of Florida.

Schedule

The first tasks will be to locate borings in the field and to coordinate obtaining utility clearance for the borings through Sunshine State One Call of Florida (Call 811). This normally requires on the order of 3 to 4 business days to complete. We anticipate one to two days for completion of the field exploration. Laboratory testing will require one week to complete upon completion of field activities. Engineering and preparation of the report will require one to two weeks after completion of the field activities. From notice to proceed through submittal of a report will require three 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 Schedule of Services and Fees, and the services be performed pursuant to our General Conditions. A copy of our Schedule of Services and Fees and our General Conditions are enclosed herewith and by reference are incorporated into this proposal. On the basis of the noted scope of services and the attached Schedule of Services and Fees, it is estimated PSI's fee for the project will be **\$4,600.00**. Our proposal is based on the site being accessible to PSI's truck/truck mounted drilling equipment. The scope of obtaining a dewatering permit is not included herein, as the details of this work are unknown to PSI at this time.



Closure

We appreciate the opportunity to offer our services to you on this project. 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 regard to this proposal, please do not hesitate to contact this office.

Sincerely,

PROFESSIONAL SERVICE INDUSTRIES, INC.

Venkata Prashanth Muppana, M.S., E.I.
Staff Engineer

Robert A. Trompke, P.E.
Florida Geotechnical Practice Leader

0757-292701R1 (Centerline Drive – Segments A and B).docx

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

Attachments

- Schedule of Services and Fees
- General Conditions

AGREED TO THIS _____ **DAY OF** _____,

BY (Please Print): _____

TITLE: _____

COMPANY: _____

SIGNATURE: _____



SCHEDULE OF SERVICES AND FEES
Geotechnical Engineering Services
Centerline Drive
Segments A & B
Orlando, Florida

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Rate</u>	<u>Total Cost</u>
<u>I. FIELD INVESTIGATION</u>				
A. Mobilization of Men & Drilling Equipment	1	Trip	\$ 420.00	\$ 420.00
B. Utility/Borings Coordination	2	Hours	85.00	170.00
C. Standard Penetration Test (SPT) Borings (4 @ 20 feet)				
0 to 50 feet deep	80	L.F.	13.00	1,040.00
D. Auger Borings (8 @ 7 feet)				
0 to 50 feet deep	56	L.F.	10.00	560.00
Subtotal Field Investigation				\$ 2,190.00
<u>II. LABORATORY TESTING</u>				
A. Allowance for Visual Classification, Limited Index Testing	1	Lump Sum	\$ 400.00	\$ 400.00
Subtotal Laboratory Testing				\$ 400.00
<u>III. ENGINEERING SERVICES</u>				
A. Principal Consultant	2	Hours	\$ 190.00	\$ 380.00
B. Project Engineer	8	Hours	110.00	880.00
C. Underdrain Review	1	Lump Sum	500.00	500.00
D. CAD Drafting	2	Hours	70.00	140.00
E. Clerical	2	Hours	55.00	110.00
Subtotal Engineering Services				\$ 2,010.00
TOTAL ALL SERVICES				\$ 4,600.00

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

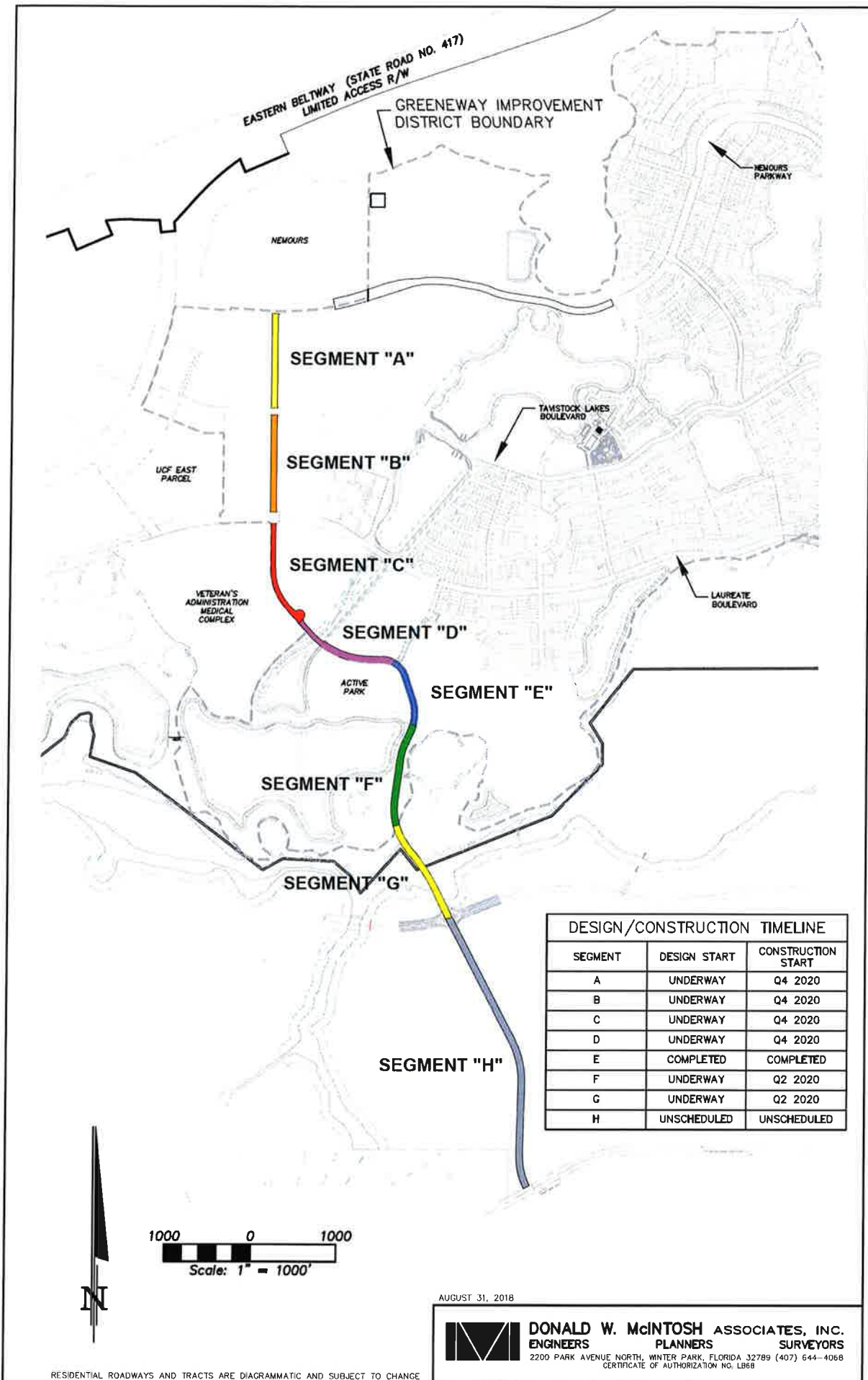
10. **ALLOCATION OF RISK:** CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY 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.



GREENEWAY IMPROVEMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

Project Name: GID – Centerline Drive Segment C&D

Brief Description: Geotechnical Engineering Services

Name of Consultant /Vendor: Professional Service Industries, 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:

\$ 7,910.00

Recommendation:

☒ Approve ☐ Deny

By:

 11/18/19

Larry Kaufmann, Chairman

Greeneway Improvement District Construction Committee

c: Jennifer Walden
Tucker Mackie
Jeffrey Newton
Lynne Mullins



Proposal Number: 0757-292693

October 15, 2019

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

Mr. Richard Levey
Chairman – Board of Supervisors
Greeneway Improvement District
12051 Corporate Boulevard
Orlando, Florida 32817

RE: Proposal
Geotechnical Engineering Services
Centerline Drive, Segments C and D
Orlando, Florida 32827

Dear Mr. Levey:

In response to a request from Mr. James Nugent, P.E. with Donald W. McIntosh Associates, Professional Service Industries, Inc. (PSI) is pleased to submit this proposal to provide design level geotechnical engineering services for Segments C and D of the proposed Centerline Drive improvements. This proposal presents our scope of services, contains information on scheduling and our estimated fee for the proposed project.

Our proposal is based on the boring locations being readily accessible to our truck-mounted drill rig and right of access being provided to PSI to conduct our field work.

Experience

PSI has been providing geotechnical engineering services for Lake Nona/Tavistock for more than 25 years, including the roadway infrastructure throughout Laureate Park, Lake Nona Boulevard and the Lake Nona Boulevard/State Road 417 Interchange.

Project Information

The project site under consideration is the existing Hartwell Court road and the vacant area, east/southeast of the terminus of Hartwell Court, proposed for the new roadway expansion. The project roadway alignment lies east of the Orlando VA Medical Center in Orlando, Orange County Florida.

Based on the preliminary plans and project information provided to PSI, the project consists of two segments (Segments C and D) of roadway, extending approximately 2,500± feet. The roadway alignment will begin at the existing intersection of Laureate Boulevard and Hartwell Court and will be aligned south/southeast to Kellogg Avenue. We understand that the new road will be renamed Centerline Drive after the proposed improvements.

Segment C of the proposed roadway will consist of the reconfiguration of the existing Hartwell Court road. The reconfiguration will include the narrowing of the existing travel lanes to provide space for parallel parking and a new multi-use trail on the east side of the roadway.





Segment D will begin at the southern terminus of Hartwell Court (Segment C) and the new road will be aligned east to connect to Kellogg Avenue. A portion of Segment D will traverse an existing stormwater pond (SMA-11A). We understand that a box-culvert may be used for supporting a portion of the roadway over SMA-11A.

The 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 assumptions.

Scope of Geotechnical Services

The purpose of this exploration is to obtain information on the subsurface soil and groundwater conditions within the project alignment. The subsurface conditions encountered will then be evaluated with respect to the available project characteristics. In this regard, design-level geotechnical engineering evaluations for the following issues will be addressed.

1. Feasibility of utilizing a shallow foundation system for support of the proposed box culvert.
2. Design parameters required for the foundation system of the box culvert, including allowable bearing pressure, foundation levels and expected settlements.
3. Design parameters required for below grade elements and retaining walls for the box culvert.
4. Recommendations for soil subgrade preparation, including stripping, grubbing and compaction. Engineering criteria for placement and compaction of approved structural fill materials.
5. General location and description of potentially deleterious materials encountered in the borings which may interfere with construction progress or roadway/pavement performance, including existing fills or surficial organics.
6. Identification of groundwater levels and estimating the normal seasonal high and average wet-seasonal groundwater levels.
7. Pavement design and construction recommendations for a flexible asphalt section based on the encountered soil and groundwater conditions.
8. Determine existing asphalt pavement section thicknesses along Segment C of the alignment and provide mill and overlay recommendations.
9. Perform a roadway underdrain review based on the roadway profiles from the civil engineer.
10. Prepare needed geotechnical plan sheets (24" x 36") and associated general notes and specifications.
11. Perform shop drawing review of geotechnical related items.



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

1. Review readily available published geologic and topographic information. This published information will be obtained from the appropriate quadrangle map published by the United States Geological Survey (USGS) and the "Soil Survey of Orange County, Florida" published by the United States Department of Agriculture (USDA) Soil Conservation Service (SCS). As part of this task, we will also review our existing geotechnical engineering reports for the immediate area.
2. Execute a program of subsurface sampling and field testing. PSI proposes to perform a field exploration program for the project comprising the following.

Segment C	6 Pavement Cores (Spaced at approximately 200 feet) 5 Auger Borings (7 feet deep, spaced at approximately 200 feet) 1 SPT Boring (20 feet deep)
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Segment D	3 Auger Borings (7 feet deep, spaced at approximately 200 feet) 1 SPT Boring (20 feet deep)
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Box Culvert	2 SPT Borings (50 feet deep)
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In the SPT boring, samples will be collected and Standard Penetration Test resistances (N-values) will be measured virtually continuously for the top ten (10) feet and on intervals of five (5) feet thereafter. The culvert borings will be performed on the shoreline of SMA-11A, as close as access allows for our drill rig. In the auger borings, samples will be collected with each change in soil stratum. Upon completion of drilling, the borings will be backfilled with soil cuttings prior to leaving the site.

3. Visually classify and stratify representative soil samples in the laboratory using the Unified Soil Classification System. Conduct a limited laboratory testing program to confirm soil classification and engineering properties. Identify soil conditions at each boring location and form an opinion of the site soil stratigraphy.
4. Collect groundwater level measurements in the boreholes and estimate normal seasonal high and average wet seasonal groundwater levels.
5. The results of the field exploration and laboratory tests will be used in the engineering analysis and in the formulation of our design level geotechnical recommendations for the project. The results of the subsurface exploration, including the recommendations and the data on which they are based, will be presented in a written engineering report prepared by a Professional Engineer licensed in the State of Florida.



Schedule

The first tasks will be to locate borings in the field and to coordinate obtaining utility clearance for the borings through Sunshine State One Call of Florida (Call 811). This normally requires on the order of 3 to 4 business days to complete. We anticipate one to two days for completion of the field exploration. Laboratory testing will require one week to complete upon completion of field activities. Engineering and preparation of the report will require one to two weeks after completion of the field activities. From notice to proceed through submittal of a report will require on the order of three to four 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 Schedule of Services and Fees, and the services be performed pursuant to our General Conditions. A copy of our Schedule of Services and Fees and our General Conditions are enclosed herewith and by reference are incorporated into this proposal. On the basis of the noted scope of services and the attached Schedule of Services and Fees, it is estimated PSI's fee for the project will be **\$7,910.00**. Our proposal is based on the site being accessible to PSI's truck/track mounted drilling equipment. The scope of obtaining a dewatering permit is not included herein, as the details of this work are unknown to PSI at this time.

Closure

We appreciate the opportunity to offer our services to you on this project. 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 regard to this proposal, please do not hesitate to contact this office.

Sincerely,

PROFESSIONAL SERVICE INDUSTRIES, INC.

Venkata Prashanth Muppana, MSCE, E.I.
Staff Engineer

Robert A. Trompke, P.E.
Florida Geotechnical Practice Leader

0757-292693 (Centerline Drive – Segments C and D).docx

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

Attachments

- Schedule of Services and Fees
- General Conditions

AGREED TO THIS _____ DAY OF _____,

BY (Please Print): _____

TITLE: _____

COMPANY: _____

SIGNATURE: _____



SCHEDULE OF SERVICES AND FEES
Geotechnical Engineering Services
Centerline Drive
Segments C & D
Orlando, Florida

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Rate</u>	<u>Total Cost</u>
<u>I. FIELD INVESTIGATION</u>				
A. Mobilization of Men & Drilling Equipment	1	Trip	\$ 420.00	\$ 420.00
B. Utility/Borings Coordination	2	Hours	85.00	170.00
C. Standard Penetration Test (SPT) Borings (2 @ 50 feet) and (2 @ 20 feet)				
0 to 50 feet deep	140	L.F.	13.00	1,820.00
D. Auger Borings (10 @ 7 feet)				
0 to 50 feet deep	70	L.F.	10.00	700.00
E. Pavement Cores/Patching	6	Each	200.00	1,200.00
Subtotal Field Investigation				\$ 4,310.00
<u>II. LABORATORY TESTING</u>				
A. Allowance for Visual Classification, Limited Index Testing	1	Lump Sum	\$ 500.00	\$ 500.00
Subtotal Laboratory Testing				\$ 500.00
<u>III. ENGINEERING SERVICES</u>				
A. Principal Consultant	4	Hours	\$ 195.00	\$ 780.00
B. Project Engineer	12	Hours	110.00	1,320.00
C. Underdrain Review	1	Lump sum	500.00	500.00
D. CAD Drafting	4	Hours	70.00	280.00
E. Clerical	4	Hours	55.00	220.00
Subtotal Engineering Services				\$ 3,100.00
TOTAL ALL SERVICES				\$ 7,910.00

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.
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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

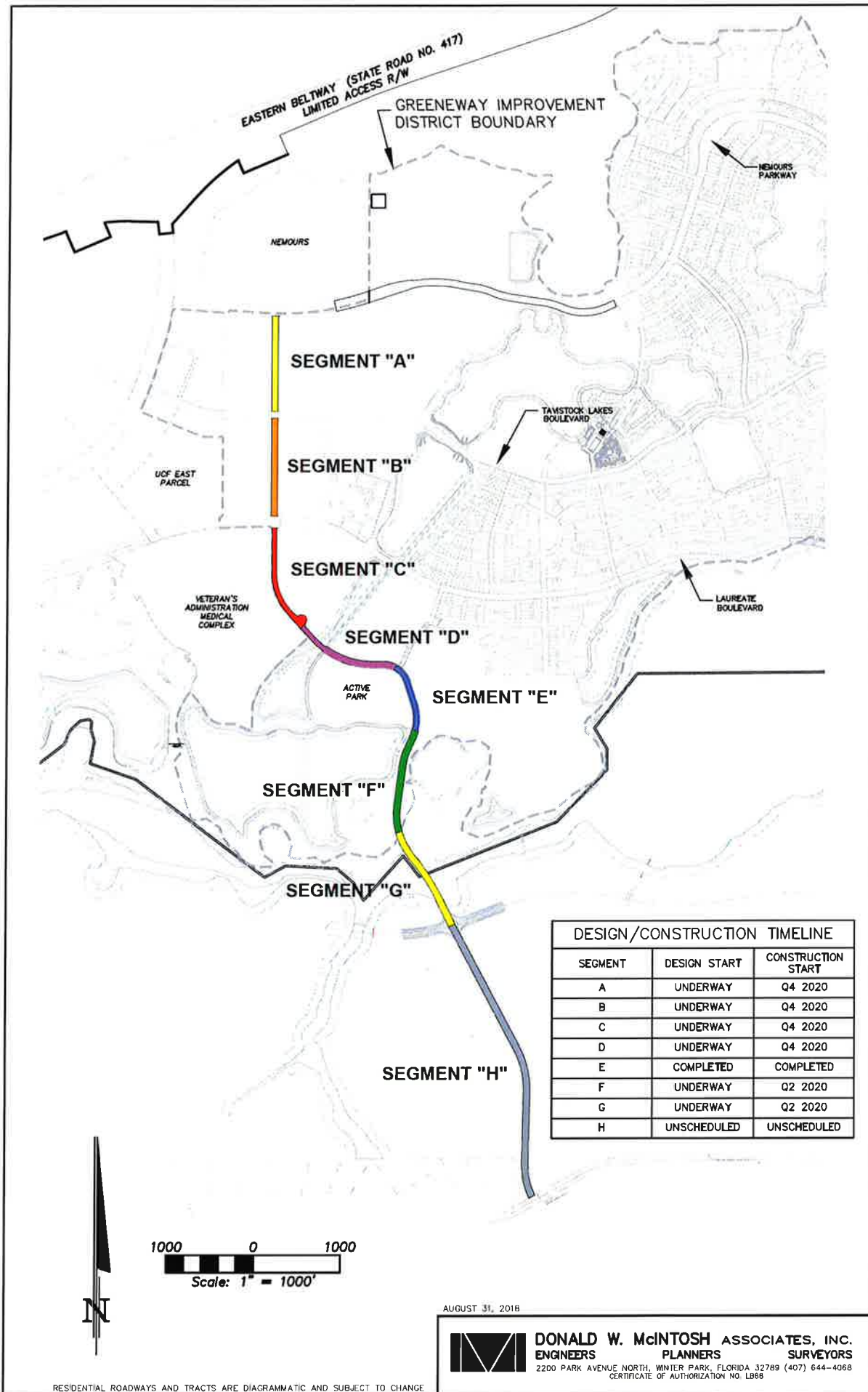
10. **ALLOCATION OF RISK:** CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY 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.



GREENEWAY IMPROVEMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

Project Name: GID – Centerline Drive Segment A&B

Brief Description: Traffic, Intersection and Pavement Analysis

Name of Consultant /Vendor: Kittelson & Associates, 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: \$ 12,500.00

Recommendation: Approve Deny

By: _____

Larry Kaufmann, Chairman

Greenway Improvement District Construction Committee

c: Jennifer Walden
Tucker Mackie
Jeffrey Newton
Lynne Mullins

November 6, 2019

Project #: 24644

Mr. Richard Levey, Chairman – Board of Supervisors
Greenway Improvement District
12051 Corporate Boulevard
Orlando, Florida 32817

RE: Centerline Drive Traffic Analysis – Segments A & B

Dear Richard:

Attached is a proposal for traffic engineering and planning services associated with Segments A and B of the proposed Centerline Drive. Part “A” identifies our proposed services for the project in accordance with the terms and conditions outlined in Part “B”. This scope was developed based on our discussions with district representatives, our review of the proposed development plan, and our familiarity with the Lake Nona DRI.

We propose to conduct the services (detailed in Part “A” herein) on a time & materials basis for \$12,500 (detailed in Table 1 of the attached Part “B”). This proposal (scope of work, budget, and timeline) is effective for sixty days.

I, Daniel Torre, will serve as the Project Manager and Adam Burghdoff will serve as the Project Principal providing senior review and quality assurance. Any questions of a technical or contractual nature can be directed to either of us.

Please review this proposal at your earliest convenience. If the attached Professional Services Agreement is satisfactory, please return a signed copy electronically. A fully executed copy will be returned for your records. Thank you for the opportunity to propose on this project. If you have any questions, please call us at (407) 373-1121.

Sincerely,
KITTELSON & ASSOCIATES, INC.



Daniel Torre, EI
Engineering Associate

PROFESSIONAL SERVICES AGREEMENT

November 6, 2019

Kittelson & Associates, Inc.
225 E Robinson Street, Suite 355
Orlando, FL 32801
407.540.0555 (P)
503.273.8169 (F)

Greenway Improvement District with an office at 12051 Corporate Boulevard, Orlando, Florida 32817, hereby enters into this Professional Services Agreement (this “Agreement”) with Kittelson & Associates, Inc. to perform the services as described in this Agreement’s Part “A” - Scope of Work (the “Services”) for the Performance Drive Extension (the “Project”), subject to all the provisions described in Part “B” Terms and Conditions.

PART A - SCOPE OF WORK

TASK 1 – DATA COLLECTION

Through a sub-consultant, KAI will obtain existing AM and PM peak hour turning movement counts at the following intersections:

- Nemours Parkway at the Nemours Children’s Hospital Main Entrance
- Laureate Boulevard & Hartwell Court

The counts will be obtained on a Tuesday, Wednesday, or Thursday while Orange County schools are in session.

TASK 2 – FUTURE VOLUME DEVELOPMENT

KAI will utilize the network analysis completed as part of the *Poitras West and Lake Nona Network Analysis* effort and the existing traffic counts to prepare interim year (2030) and future year (2040) background volumes for the analyzed intersections. The project trip assignment determined in the *Poitras West and Lake Nona Network Analysis* will be utilized at the study intersections.

TASK 3 – INTERSECTION ANALYSIS

KAI will develop volume forecasts and future-year analyses of the following study intersections:

- Centerline Drive & Nemours Parkway
- Centerline Drive & Tavistock Lakes Boulevard
- Centerline Drive & Laureate Boulevard

KAI will assign estimated future traffic volume projections to the study intersections using the trip assignment established in Task 2. Recommended roadway and intersection geometrics will be determined based upon analysis software implementing the Highway Capacity Manual methodologies, FDOT Quality/Level of Service standards, and engineering judgment. AM and PM peak hour traffic forecasts will be completed as part of this task. It is anticipated that two scenarios will be presented as part of this task potentially including the following:

- 1) With the Osceola Parkway Extension
- 2) Without the Osceola Parkway Extension

Based upon the results of the review, KAI will provide bubble diagrams indicating recommendations for each intersections approach geometry including the number of lanes and turn lanes, required queue storage (based upon 95th percentile queues), intersection control (i.e., signalized, stop-control), and roadway cross sections for street segments between intersections. For the purposes of this task, proposed geometrics will be developed for up to three (3) intersections.

TASK 4 – EQUIVALENT SINGLE AXLE LOADING ACCUMULATIONS

KAI will evaluate 18-kip (18,000 pound) Equivalent Single Axle Loading (ESAL) accumulations over the design life of segments A & B of Centerline Drive using the traffic volumes established in Task 2. The design life of Centerline Drive will be evaluated as from the Opening Year (2020) to the interim year (2030) and design year (2040). The 18-kip ESAL accumulations will be evaluated based upon methodologies detailed in the FDOT's Project Traffic Forecasting Handbook.

TASK 5 – SUMMARY MEMORANDA AND MEETINGS

The results of the analyses in Tasks 1-4 will be summarized in a DRAFT summary memorandum and submitted to the Client for review. Subsequent to Client review, Kittelson will address any Client comments in a revised, FINAL report for Client use. In the event that the Client's comments result in additional analyses above and beyond those noted in Tasks 1 through 5, then those out of scope analyses will be conducted as additional services. Kittelson will prepare for up and attend up to three (3) in-person project related meeting to discuss the study results and conclusions.

This scope does not include preparatory time (graphics and handouts) or attendance time for any public hearings or meetings. All client requests for presentations and meetings of this nature will be accommodated on a time-and-materials basis and will be considered additional services.

PART B – TERMS AND CONDITIONS

- I. **GENERAL:** The terms and conditions set forth herein shall govern all services subsequently performed on behalf of CLIENT unless changed by a written agreement signed by KITTELSON & ASSOCIATES, INC. In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.
- II. **LIMITATION OF LIABILITY:** CLIENT AGREES THAT IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT, KITTELSON & ASSOCIATES, INC.'S AGGREGATE JOINT, SEVERAL AND INDIVIDUAL LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PROFESSIONAL MALPRACTICE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY OF RECOVERY SHALL BE LIMITED TO AN AMOUNT NO GREATER THAN THREE TIMES THE TOTAL COMPENSATION RECEIVED BY KITTELSON & ASSOCIATES, INC. UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.
- III. **LIMITATION OF REMEDY:** CLIENT COVENANTS THAT IT WILL NOT, UNDER ANY CIRCUMSTANCES, BRING A LAWSUIT OR CLAIM AGAINST KITTELSON & ASSOCIATES, INC.'S INDIVIDUAL EMPLOYEES, OFFICERS, DIRECTORS OR SHAREHOLDERS AND THAT CLIENT'S SOLE REMEDY SHALL BE AGAINST KITTELSON & ASSOCIATES, INC.
- IV. **WAIVER OF CONSEQUENTIAL DAMAGES:** NEITHER KITTELSON & ASSOCIATES, INC. NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO FINES, PENALTIES AND LOST PROFITS, WHETHER SAID CLAIM IS BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL OR EQUITABLE THEORY OF RECOVERY.
- V. **INDEMNITY:** To the maximum extent allowed by law, CLIENT and KITTELSON & ASSOCIATES, INC. shall indemnify, reimburse, and hold harmless each other and the indemnified party's employees, officers, directors and agents from, for and against all claims, losses, costs and expenses resulting from their bodily injury or property damage, but only to the extent caused by the indemnifying party's negligence.
- VI. **OWNERSHIP OF DOCUMENTS:** KITTELSON & ASSOCIATES, INC is deemed the author and owner of its documents and other instruments of service, and will retain all common law, statutory, and other reserved rights, including copyrights. So long as CLIENT complies with all terms of this Agreement, including but not limited to terms of payment, KITTELSON & ASSOCIATES, INC. grants CLIENT a nonexclusive license to use instruments of professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by CLIENT, without KITTELSON & ASSOCIATES, INC.'s written permission, shall be at CLIENT's own sole risk and CLIENT agrees to defend, indemnify, reimburse and hold harmless KITTELSON & ASSOCIATES, INC. from all claims, liabilities, losses, costs, damages and expenses,

including attorney's fees and expert's fees, related to the reuse by CLIENT or others acting through CLIENT.

VII. **ELECTRONIC DOCUMENTS:** If KITTELSON & ASSOCIATES, INC. provides CLIENT any documents or other instruments of service in electronic form ("Electronic Documents"), acceptance and use of the electronic documents by CLIENT shall be at CLIENT's sole risk and CLIENT shall:

- a. Waive and covenant not to sue KITTELSON & ASSOCIATES, INC. or its employees alleging any inaccuracy or defect of the Electronic Documents.
- b. Agree that KITTELSON & ASSOCIATES, INC. makes no representation with regard to the compatibility of the Electronic Documents with any software or hardware or that the data is fit for any specific use.
- c. Indemnify, hold harmless, reimburse and defend KITTELSON & ASSOCIATES, INC. from, for and against any claim, damage, liability, loss, expense or cost, including attorneys' fees and expert's fees, that may arise from CLIENT'S use of the Electronic Documents or any subsequent modification of the Electronic Documents by any person or entity.
- d. CLIENT agrees that prior to use of the Electronic Documents on any project other than the Project, CLIENT shall retain the services of a licensed professional as necessary to review and revise the Electronic Documents for compliance with the local laws, practices and standards of the place where the Project will be located.

VIII. **DISPUTE RESOLUTION/VENUE AND CHOICE OF LAW:** After first attempting to resolve disputes through good faith negotiations, CLIENT agrees that any claim or dispute arising out of this Agreement or the Services shall be submitted to non-binding mediation. If the dispute cannot be resolved by mediation, the parties agree to submit their dispute to binding arbitration before a single arbitrator. The arbitration shall be held in Multnomah County, Oregon and shall conform substantially with the rules of the American Arbitration Association. The parties shall endeavor to mutually agree upon a neutral and unbiased arbitrator. If the parties are unable to agree on an arbitrator within 15 days of the filing of a demand for arbitration, the presiding judge of the Multnomah County Circuit Court shall designate an arbitrator. KITTELSON & ASSOCIATES, INC. agrees that so long as the parties are making good-faith efforts to resolve their dispute, it shall continue diligently with the performance of the Services under this Agreement.

The rights and liabilities of the parties to this Agreement shall be governed by the laws of the State of Oregon.

IX. **TIME BAR TO LEGAL ACTION:** All legal actions by either party against the other arising out of or in any way connected with this Agreement or the services to be performed hereunder shall be barred and under no circumstances shall any such legal action be initiated by either party after the earlier of three (3) years or the State's applicable statute of limitations, both of which shall commence to run the earlier of the date the Services are completed or this Agreement is terminated.

- X. **DIRECT EXPENSES:** KITTELSON & ASSOCIATES, INC.'s Direct Expenses shall be those costs incurred on or directly for the Project, including but not limited to necessary transportation costs including mileage at the current IRS-allowed rates, meals and lodging. Reimbursement for automobiles, meals and lodging, and any other expenses furnished by commercial sources shall be on the basis of actual charges plus a 10% markup.
- All communication fees including, but not limited to computer services, telephone, faxes, postage, overnight deliveries, and in-house copies, printing, and binding charges shall be billed on the basis of a per direct labor hour fee when furnished by KITTELSON & ASSOCIATES, INC.
- XI. **PROFESSIONAL SERVICES:** KITTELSON & ASSOCIATES, INC. staff is defined as all permanent and temporary employees, as well as any and all contract labor of KITTELSON & ASSOCIATES, INC. All KITTELSON & ASSOCIATES, INC., staff time spent working on the Project will be billed as applicable per Table 1.
- XII. **COST ESTIMATE:** Any cost estimates provided by KITTELSON & ASSOCIATES, INC. as part of the Services will be on a basis of experience and judgment, but because it has no control over market conditions or bidding procedures KITTELSON & ASSOCIATES, INC. cannot warrant that bids, construction or other Project costs will not vary from these cost estimates.
- XIII. **TERMINATION FOR CONVENIENCE:** In addition to other rights of termination, either CLIENT or KITTELSON & ASSOCIATES, INC. may terminate this Agreement for its convenience by giving 30 days written notice to the other party. In such event, CLIENT shall forthwith pay KITTELSON & ASSOCIATES, INC. in full for all work previously authorized and performed prior to effective date of termination as well as all unavoidable expenses incurred prior to termination.
- XIV. **PAYMENT TO KITTELSON & ASSOCIATES, INC.:** Monthly invoices will be issued by KITTELSON & ASSOCIATES, INC. for all services performed under the terms of this Agreement, and reimbursement of direct expenses. A retainer, if applicable, will be required in advance of start of services and will be credited to the final invoice(s) of the Project. Invoices are due and payable within 30 days of receipt. The CLIENT must notify the KITTELSON & ASSOCIATES, INC.'s Project Manager or Project Accountant, in writing, within said time frame if there are any disputed amounts. CLIENT must still pay undisputed invoiced amounts. Remainder will be due once disputed amount is resolved and agreed upon. Interest at the rate of 1.5 percent per month will be charged on all past due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law. Interest charges are in addition to the fixed ceiling for the contract. CLIENT'S failure to make payments to KITTELSON & ASSOCIATES, INC. before invoice is 90 days past due shall constitute a material breach of this Agreement and KITTELSON & ASSOCIATES, INC. shall have the option to withhold services until paid, or to terminate this Agreement. Legal action will be taken on unpaid invoices that are over 120 days overdue.
- XV. **ADDITIONAL INSURED:** KITTELSON & ASSOCIATES, INC. shall cause its general liability insurers to name CLIENT as an additional insured.

- XVI. **PROFESSIONAL STANDARDS:** KITTELSON & ASSOCIATES, INC. shall be responsible for performing the Services to the level of competency currently maintained by other practicing professional engineers performing the same type of services in CLIENT'S community. KITTELSON & ASSOCIATES, INC. makes no warranty, guaranty or assurance, express or implied, that the Services will yield or accomplish a perfect or particular outcome for the Project.
- XVII. **ENTIRE AGREEMENT:** This Agreement constitutes the entire, legally-binding contract between the parties regarding its subject matter and supersede any and all prior or contemporaneous understandings, agreements, or representations, whether oral or written. Amendments to this Agreement will be governed by this Agreement and must be in writing and signed by both the CLIENT and KITTELSON & ASSOCIATES, INC.
- XVIII. **NO THIRD PARTY RIGHTS:** To the fullest extent permitted by law, no party has any third party beneficiary or other rights arising from or related to the Services.

AUTHORIZATION TO PROCEED: Signing this form shall constitute agreement with all terms and conditions of this Agreement and authorization by CLIENT for KITTELSON & ASSOCIATES, INC. to proceed with performance of the Services.

Table 1:

Project Phase Description	Billing Method	Authorized Amount
Task 1-4	Time & Materials	\$12,500

Accepted for:

GREENEWAY IMPROVEMENT DISTRICT

Signature

Print Name

Title

Date

Approved for:

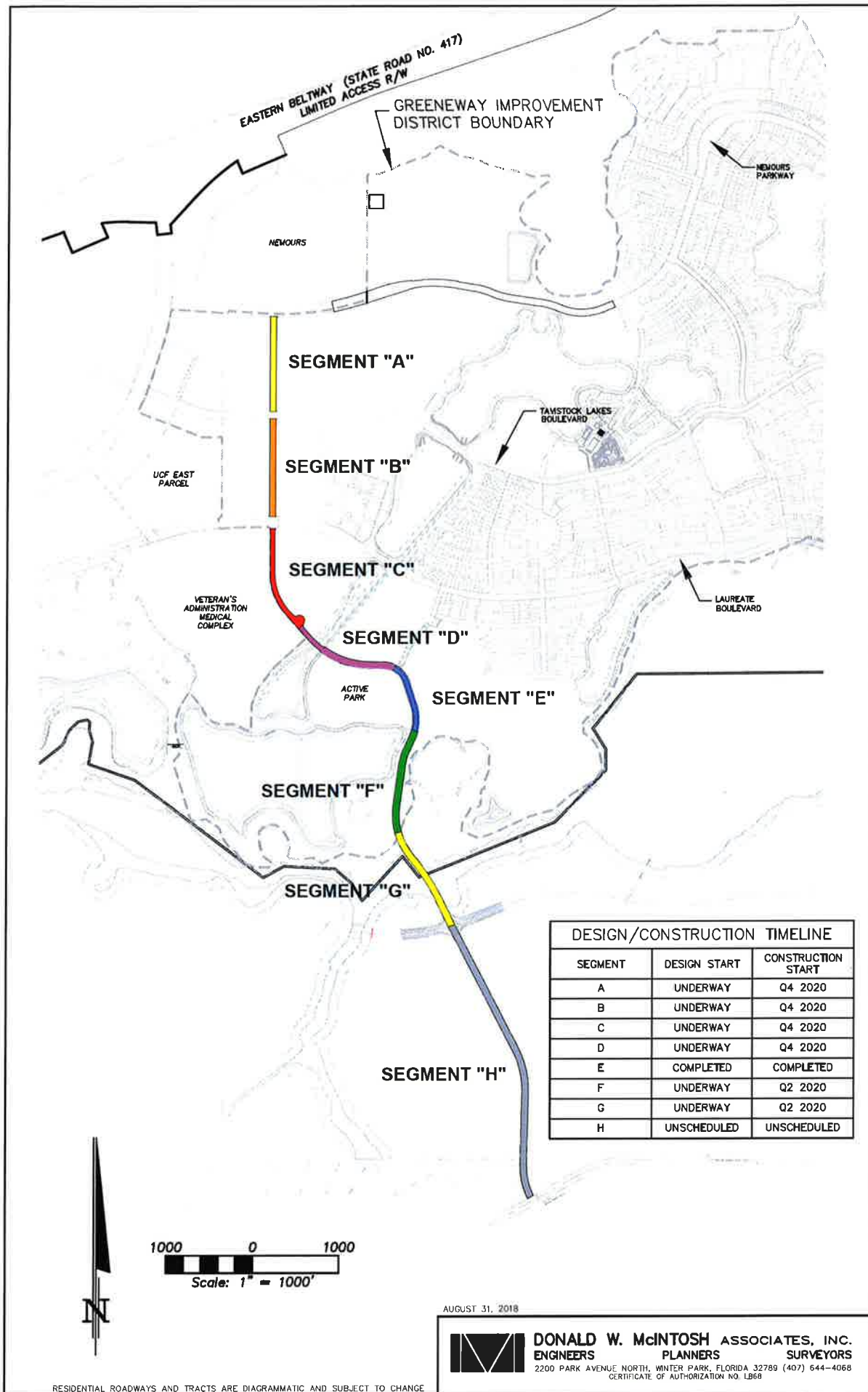
KITTELSON & ASSOCIATES, INC.

Signature

Print Name

Title

Date



GREENEWAY IMPROVEMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

Project Name: GID – Centerline Drive Segment C&D

Brief Description: Traffic, Intersection and Pavement Analysis

Name of Consultant /Vendor: Kittelson & Associates, 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: \$ 11,000.00

Recommendation: Approve Deny

By: _____

Larry Kaufmann, Chairman
Greenway Improvement District Construction Committee

c: Jennifer Walden
Tucker Mackie
Jeffrey Newton
Lynne Mullins



225 East Robinson Street, Suite 355
Orlando, FL 32801
P 407.540.0555 F 407.540.0550

November 6, 2019

Project #: 24644

Mr. Richard Levey, Chairman – Board of Supervisors
Greenway Improvement District
12051 Corporate Boulevard
Orlando, Florida 32817

RE: Centerline Drive Traffic Analysis – Segments C & D

Dear Richard:

Attached is a proposal for traffic engineering and planning services associated with Segments C and D of the proposed Centerline Drive. Part "A" identifies our proposed services for the project in accordance with the terms and conditions outlined in Part "B". This scope was developed based on our discussions with district representatives, our review of the proposed development plan, and our familiarity with the Lake Nona DRI.

We propose to conduct the services (detailed in Part "A" herein) on a time & materials basis for \$11,000 (detailed in Table 1 of the attached Part "B"). This proposal (scope of work, budget, and timeline) is effective for sixty days.

I, Daniel Torre, will serve as the Project Manager and Adam Burghdoff will serve as the Project Principal providing senior review and quality assurance. Any questions of a technical or contractual nature can be directed to either of us.

Please review this proposal at your earliest convenience. If the attached Professional Services Agreement is satisfactory, please return a signed copy electronically. A fully executed copy will be returned for your records. Thank you for the opportunity to propose on this project. If you have any questions, please call us at (407) 373-1121.

Sincerely,
KITTELSON & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'Daniel Torre'.

Daniel Torre, EI
Engineering Associate

PROFESSIONAL SERVICES AGREEMENT

November 6, 2019

Kittelsohn & Associates, Inc.
225 E Robinson Street, Suite 355
Orlando, FL 32801
407.540.0555 (P)
503.273.8169 (F)

Greenway Improvement District with an office at 12051 Corporate Boulevard, Orlando, Florida 32817, hereby enters into this Professional Services Agreement (this "Agreement") with Kittelson & Associates, Inc. to perform the services as described in this Agreement's Part "A" - Scope of Work (the "Services") for the Performance Drive Extension (the "Project"), subject to all the provisions described in Part "B" Terms and Conditions.

PART A - SCOPE OF WORK

TASK 1 – DATA COLLECTION

Through a sub-consultant, KAI will obtain existing AM and PM peak hour turning movement counts at the intersection of Centerline Drive & Kellogg Avenue.

The counts will be obtained on a Tuesday, Wednesday, or Thursday while Orange County schools are in session.

TASK 2 – FUTURE VOLUME DEVELOPMENT

KAI will utilize the network analysis completed as part of the *Poitras West and Lake Nona Network Analysis* effort and the existing traffic counts to prepare interim year (2030) and future year (2040) background volumes for the analyzed intersections. The project trip assignment determined in the *Poitras West and Lake Nona Network Analysis* will be utilized at the study intersections.

TASK 3 – INTERSECTION ANALYSIS

KAI will develop volume forecasts and future-year analyses of the following study intersections:

- Centerline Drive & Laureate Boulevard
- Centerline Drive & Kellogg Avenue

KAI will assign estimated future traffic volume projections to the study intersections using the trip assignment established in Task 2. Recommended roadway and intersection geometrics will be determined based upon analysis software implementing the Highway Capacity Manual methodologies,

FDOT Quality/Level of Service standards, and engineering judgment. AM and PM peak hour traffic forecasts will be completed as part of this task. It is anticipated that two scenarios will be presented as part of this task potentially including the following:

- 1) With the Osceola Parkway Extension
- 2) Without the Osceola Parkway Extension

Based upon the results of the review, KAI will provide bubble diagrams indicating recommendations for each intersections approach geometry including the number of lanes and turn lanes, required queue storage (based upon 95th percentile queues), intersection control (i.e., signalized, stop-control), and roadway cross sections for street segments between intersections. For the purposes of this task, proposed geometrics will be developed for up to two (2) intersections.

TASK 4 – EQUIVALENT SINGLE AXLE LOADING ACCUMULATIONS

KAI will evaluate 18-kip (18,000 pound) Equivalent Single Axle Loading (ESAL) accumulations over the design life of segments C & D of Centerline Drive using the traffic volumes established in Task 2. The design life of Centerline Drive will be evaluated as from the Opening Year (2020) to the interim year (2030) and design year (2040). The 18-kip ESAL accumulations will be evaluated based upon methodologies detailed in the FDOT's Project Traffic Forecasting Handbook.

TASK 5 – SUMMARY MEMORANDA AND MEETINGS

The results of the analyses in Tasks 1-4 will be summarized in a DRAFT summary memorandum and submitted to the Client for review. Subsequent to Client review, Kittelson will address any Client comments in a revised, FINAL report for Client use. In the event that the Client's comments result in additional analyses above and beyond those noted in Tasks 1 through 5, then those out of scope analyses will be conducted as additional services. Kittelson will prepare for up and attend up to three (3) in-person project related meeting to discuss the study results and conclusions.

This scope does not include preparatory time (graphics and handouts) or attendance time for any public hearings or meetings. All client requests for presentations and meetings of this nature will be accommodated on a time-and-materials basis and will be considered additional services.

PART B – TERMS AND CONDITIONS

- I. **GENERAL:** The terms and conditions set forth herein shall govern all services subsequently performed on behalf of CLIENT unless changed by a written agreement signed by KITTELSON & ASSOCIATES, INC. In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.
- II. **LIMITATION OF LIABILITY:** CLIENT AGREES THAT IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT, KITTELSON & ASSOCIATES, INC.'S AGGREGATE JOINT, SEVERAL AND INDIVIDUAL LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PROFESSIONAL MALPRACTICE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY OF RECOVERY SHALL BE LIMITED TO AN AMOUNT NO GREATER THAN THREE TIMES THE TOTAL COMPENSATION RECEIVED BY KITTELSON & ASSOCIATES, INC. UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.
- III. **LIMITATION OF REMEDY:** CLIENT COVENANTS THAT IT WILL NOT, UNDER ANY CIRCUMSTANCES, BRING A LAWSUIT OR CLAIM AGAINST KITTELSON & ASSOCIATES, INC.'S INDIVIDUAL EMPLOYEES, OFFICERS, DIRECTORS OR SHAREHOLDERS AND THAT CLIENT'S SOLE REMEDY SHALL BE AGAINST KITTELSON & ASSOCIATES, INC.
- IV. **WAIVER OF CONSEQUENTIAL DAMAGES:** NEITHER KITTELSON & ASSOCIATES, INC. NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO FINES, PENALTIES AND LOST PROFITS, WHETHER SAID CLAIM IS BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL OR EQUITABLE THEORY OF RECOVERY.
- V. **INDEMNITY:** To the maximum extent allowed by law, CLIENT and KITTELSON & ASSOCIATES, INC. shall indemnify, reimburse, and hold harmless each other and the indemnified party's employees, officers, directors and agents from, for and against all claims, losses, costs and expenses resulting from their bodily injury or property damage, but only to the extent caused by the indemnifying party's negligence.
- VI. **OWNERSHIP OF DOCUMENTS:** KITTELSON & ASSOCIATES, INC is deemed the author and owner of its documents and other instruments of service, and will retain all common law, statutory, and other reserved rights, including copyrights. So long as CLIENT complies with all terms of this Agreement, including but not limited to terms of payment, KITTELSON & ASSOCIATES, INC. grants CLIENT a nonexclusive license to use instruments of professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by CLIENT, without KITTELSON & ASSOCIATES, INC.'s written permission, shall be at CLIENT's own sole risk and CLIENT agrees to defend, indemnify, reimburse and hold harmless KITTELSON & ASSOCIATES, INC. from all claims, liabilities, losses, costs, damages and expenses,

including attorney's fees and expert's fees, related to the reuse by CLIENT or others acting through CLIENT.

VII. **ELECTRONIC DOCUMENTS:** If KITTELSON & ASSOCIATES, INC. provides CLIENT any documents or other instruments of service in electronic form ("Electronic Documents"), acceptance and use of the electronic documents by CLIENT shall be at CLIENT's sole risk and CLIENT shall:

- a. Waive and covenant not to sue KITTELSON & ASSOCIATES, INC. or its employees alleging any inaccuracy or defect of the Electronic Documents.
- b. Agree that KITTELSON & ASSOCIATES, INC. makes no representation with regard to the compatibility of the Electronic Documents with any software or hardware or that the data is fit for any specific use.
- c. Indemnify, hold harmless, reimburse and defend KITTELSON & ASSOCIATES, INC. from, for and against any claim, damage, liability, loss, expense or cost, including attorneys' fees and expert's fees, that may arise from CLIENT'S use of the Electronic Documents or any subsequent modification of the Electronic Documents by any person or entity.
- d. CLIENT agrees that prior to use of the Electronic Documents on any project other than the Project, CLIENT shall retain the services of a licensed professional as necessary to review and revise the Electronic Documents for compliance with the local laws, practices and standards of the place where the Project will be located.

VIII. **DISPUTE RESOLUTION/VENUE AND CHOICE OF LAW:** After first attempting to resolve disputes through good faith negotiations, CLIENT agrees that any claim or dispute arising out of this Agreement or the Services shall be submitted to non-binding mediation. If the dispute cannot be resolved by mediation, the parties agree to submit their dispute to binding arbitration before a single arbitrator. The arbitration shall be held in Multnomah County, Oregon and shall conform substantially with the rules of the American Arbitration Association. The parties shall endeavor to mutually agree upon a neutral and unbiased arbitrator. If the parties are unable to agree on an arbitrator within 15 days of the filing of a demand for arbitration, the presiding judge of the Multnomah County Circuit Court shall designate an arbitrator. KITTELSON & ASSOCIATES, INC. agrees that so long as the parties are making good-faith efforts to resolve their dispute, it shall continue diligently with the performance of the Services under this Agreement.

The rights and liabilities of the parties to this Agreement shall be governed by the laws of the State of Oregon.

IX. **TIME BAR TO LEGAL ACTION:** All legal actions by either party against the other arising out of or in any way connected with this Agreement or the services to be performed hereunder shall be barred and under no circumstances shall any such legal action be initiated by either party after the earlier of three (3) years or the State's applicable statute of limitations, both of which shall commence to run the earlier of the date the Services are completed or this Agreement is terminated.

- X. **DIRECT EXPENSES:** KITTELSON & ASSOCIATES, INC.'s Direct Expenses shall be those costs incurred on or directly for the Project, including but not limited to necessary transportation costs including mileage at the current IRS-allowed rates, meals and lodging. Reimbursement for automobiles, meals and lodging, and any other expenses furnished by commercial sources shall be on the basis of actual charges plus a 10% markup.
- All communication fees including, but not limited to computer services, telephone, faxes, postage, overnight deliveries, and in-house copies, printing, and binding charges shall be billed on the basis of a per direct labor hour fee when furnished by KITTELSON & ASSOCIATES, INC.
- XI. **PROFESSIONAL SERVICES:** KITTELSON & ASSOCIATES, INC. staff is defined as all permanent and temporary employees, as well as any and all contract labor of KITTELSON & ASSOCIATES, INC. All KITTELSON & ASSOCIATES, INC., staff time spent working on the Project will be billed as applicable per Table 1.
- XII. **COST ESTIMATE:** Any cost estimates provided by KITTELSON & ASSOCIATES, INC. as part of the Services will be on a basis of experience and judgment, but because it has no control over market conditions or bidding procedures KITTELSON & ASSOCIATES, INC. cannot warrant that bids, construction or other Project costs will not vary from these cost estimates.
- XIII. **TERMINATION FOR CONVENIENCE:** In addition to other rights of termination, either CLIENT or KITTELSON & ASSOCIATES, INC. may terminate this Agreement for its convenience by giving 30 days written notice to the other party. In such event, CLIENT shall forthwith pay KITTELSON & ASSOCIATES, INC. in full for all work previously authorized and performed prior to effective date of termination as well as all unavoidable expenses incurred prior to termination.
- XIV. **PAYMENT TO KITTELSON & ASSOCIATES, INC.:** Monthly invoices will be issued by KITTELSON & ASSOCIATES, INC. for all services performed under the terms of this Agreement, and reimbursement of direct expenses. A retainer, if applicable, will be required in advance of start of services and will be credited to the final invoice(s) of the Project. Invoices are due and payable within 30 days of receipt. The CLIENT must notify the KITTELSON & ASSOCIATES, INC.'s Project Manager or Project Accountant, in writing, within said time frame if there are any disputed amounts. CLIENT must still pay undisputed invoiced amounts. Remainder will be due once disputed amount is resolved and agreed upon. Interest at the rate of 1.5 percent per month will be charged on all past due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law. Interest charges are in addition to the fixed ceiling for the contract. CLIENT'S failure to make payments to KITTELSON & ASSOCIATES, INC. before invoice is 90 days past due shall constitute a material breach of this Agreement and KITTELSON & ASSOCIATES, INC. shall have the option to withhold services until paid, or to terminate this Agreement. Legal action will be taken on unpaid invoices that are over 120 days overdue.
- XV. **ADDITIONAL INSURED:** KITTELSON & ASSOCIATES, INC. shall cause its general liability insurers to name CLIENT as an additional insured.

- XVI. **PROFESSIONAL STANDARDS:** KITTELSON & ASSOCIATES, INC. shall be responsible for performing the Services to the level of competency currently maintained by other practicing professional engineers performing the same type of services in CLIENT'S community. KITTELSON & ASSOCIATES, INC. makes no warranty, guaranty or assurance, express or implied, that the Services will yield or accomplish a perfect or particular outcome for the Project.
- XVII. **ENTIRE AGREEMENT:** This Agreement constitutes the entire, legally-binding contract between the parties regarding its subject matter and supersede any and all prior or contemporaneous understandings, agreements, or representations, whether oral or written. Amendments to this Agreement will be governed by this Agreement and must be in writing and signed by both the CLIENT and KITTELSON & ASSOCIATES, INC.
- XVIII. **NO THIRD PARTY RIGHTS:** To the fullest extent permitted by law, no party has any third party beneficiary or other rights arising from or related to the Services.

AUTHORIZATION TO PROCEED: Signing this form shall constitute agreement with all terms and conditions of this Agreement and authorization by CLIENT for KITTELSON & ASSOCIATES, INC. to proceed with performance of the Services.

Table 1:

Project Phase Description	Billing Method	Authorized Amount
Task 1-4	Time & Materials	\$11,000

Accepted for:

GREENWAY IMPROVEMENT DISTRICT

Signature

Print Name

Title

Date

Approved for:

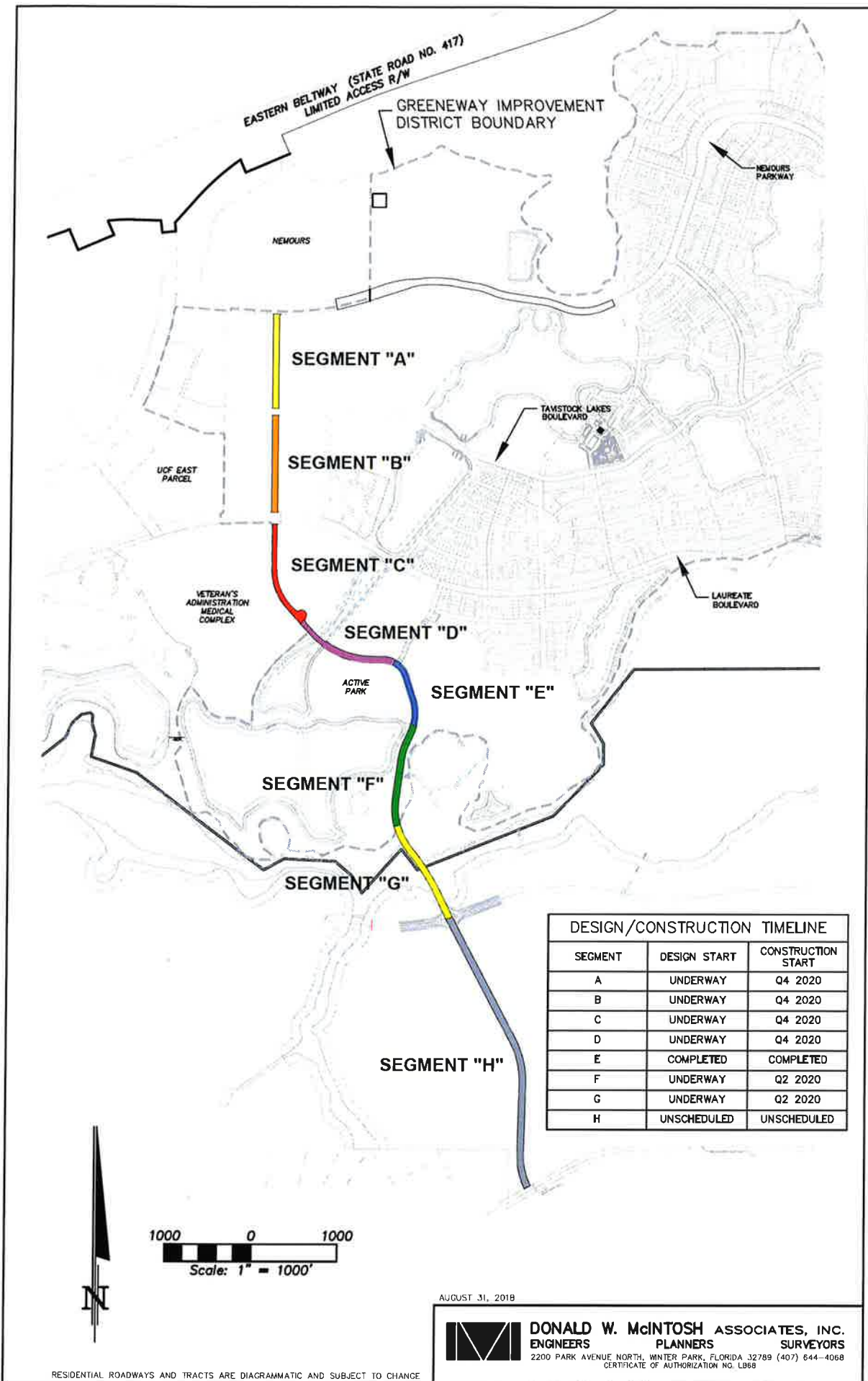
KITTELSON & ASSOCIATES, INC.

Signature

Print Name

Title

Date



GREENEWAY IMPROVEMENT DISTRICT

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

Greeneway Improvement District
 Budget to Actual
 For the Month Ending 09/30/2019

	YTD Actual	YTD Budget	YTD Variance	FY 2019 Adopted Budget
<u>Revenues</u>				
On-Roll Assessments	\$ 430,350.69	\$ 463,963.98	\$ (33,613.29)	\$ 463,963.98
Off-Roll Assessments	412,985.18	356,676.97	56,308.21	356,676.97
Net Revenues	\$ 843,335.87	\$ 820,640.95	\$ 22,694.92	\$ 820,640.95
<u>General & Administrative Expenses</u>				
Legislative				
Supervisor Fees	\$ 3,800.00	\$ 7,200.00	\$ (3,400.00)	\$ 7,200.00
Financial & Administrative				
Public Officials' Liability Insurance	2,244.00	2,500.00	(256.00)	2,500.00
Trustee Services	3,928.39	2,500.00	1,428.39	2,500.00
Management	39,999.96	40,000.00	(0.04)	40,000.00
Engineering	9,425.00	10,000.00	(575.00)	10,000.00
Dissemination Agent	5,000.00	5,000.00	-	5,000.00
Property Appraiser	1,672.00	1,500.00	172.00	1,500.00
District Counsel	25,202.51	22,000.00	3,202.51	22,000.00
Assessment Administration	7,500.00	7,500.00	-	7,500.00
Audit	4,395.00	5,500.00	(1,105.00)	5,500.00
Travel and Per Diem	244.63	150.00	94.63	150.00
Telephone	324.83	500.00	(175.17)	500.00
Postage & Shipping	1,064.01	500.00	564.01	500.00
Copies	2,604.15	2,000.00	604.15	2,000.00
Legal Advertising	7,130.86	3,800.00	3,330.86	3,800.00
Bank Fees	-	50.00	(50.00)	50.00
Miscellaneous	215.55	2,500.00	(2,284.45)	2,500.00
Property Taxes	477.29	1,500.00	(1,022.71)	1,500.00
Web Site Maintenance	1,280.99	1,250.00	30.99	1,250.00
Dues, Licenses, and Fees	175.00	175.00	-	175.00
Total General & Administrative Expenses	\$ 116,684.17	\$ 116,125.00	\$ 559.17	\$ 116,125.00

Greenway Improvement District
 Budget to Actual
 For the Month Ending 09/30/2019

	YTD Actual	YTD Budget	YTD Variance	FY 2019 Adopted Budget
<u>Field Operations</u>				
Electric Utility Services				
Electric	\$ 8,009.41	\$ 5,000.00	\$ 3,009.41	\$ 5,000.00
Water-Sewer Combination Services				
Water Reclaimed	47,078.15	20,000.00	27,078.15	20,000.00
Other Physical Environment				
General Insurance	2,525.00	3,000.00	(475.00)	3,000.00
Property & Casualty Insurance	5,987.00	-	5,987.00	-
Other Insurance	-	750.00	(750.00)	750.00
Irrigation	48,835.41	30,000.00	18,835.41	30,000.00
Landscaping Maintenance & Material	230,639.50	228,636.00	2,003.50	228,636.00
Tree Trimming	22,410.50	40,000.00	(17,589.50)	40,000.00
Flower & Plant Replacement	87,844.35	50,000.00	37,844.35	50,000.00
Contingency	23,156.83	17,614.00	5,542.83	17,614.00
Hurricane Cleanup	-	5,000.00	(5,000.00)	5,000.00
Interchange Maintenance Expenses				
IME - Aquatics Maintenance	3,607.20	3,816.00	(208.80)	3,816.00
IME - Irrigation	9,552.16	36,000.00	(26,447.84)	36,000.00
IME - Landscaping	99,783.65	88,253.28	11,530.37	88,253.28
IME - Lighting	16,040.44	20,000.00	(3,959.56)	20,000.00
IME - Miscellaneous	3,835.73	-	3,835.73	-
IME - Water Reclaimed	1,079.56	3,600.00	(2,520.44)	3,600.00
Road & Street Facilities				
Entry and Wall Maintenance	3,000.00	3,000.00	-	3,000.00
Hardscape Maintenance	4,200.00	3,000.00	1,200.00	3,000.00
Streetlights	87,717.47	100,000.00	(12,282.53)	100,000.00
Accent Lighting	-	2,000.00	(2,000.00)	2,000.00
Parks & Recreation				
Personnel Leasing Agreement	18,333.37	20,000.00	(1,666.63)	20,000.00
Reserves				
Infrastructure Capital Reserve	22,200.00	22,200.00	-	22,200.00
Interchange Maintenance Reserve	3,146.67	3,146.67	-	3,146.67
Total Field Operations Expenses	\$ 748,982.40	\$ 705,015.95	\$ 43,966.45	\$ 705,015.95
 Total Expenses	 \$ 865,666.57	 \$ 821,140.95	 \$ 44,525.62	 \$ 821,140.95
 Income (Loss) from Operations	 \$ (22,330.70)	 \$ (500.00)	 \$ (21,830.70)	 \$ (500.00)
<u>Other Income (Expense)</u>				
Interest Income	\$ 5,838.07	\$ 500.00	\$ 5,338.07	\$ 500.00
Total Other Income (Expense)	\$ 5,838.07	\$ 500.00	\$ 5,338.07	\$ 500.00
 Net Income (Loss)	 \$ (16,492.63)	 \$ -	 \$ (16,492.63)	 \$ -

Greenway Improvement District
Budget to Actual
For the Month Ending 09/30/2019

	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	YTD Actual
Revenues													
On-Roll Assessments	\$ -	\$ 5,280.99	\$ 250,152.35	\$ 28,443.42	\$ 24,988.36	\$ 58,357.19	\$ 3,495.80	\$ 42,396.67	\$ 10,590.30	\$ 5,856.11	\$ 809.50	\$ -	\$ 430,350.69
Off-Roll Assessments	-	206,493.02	-	277.76	102,968.15	-	-	103,246.25	-	-	-	-	412,985.18
Net Revenues	\$ -	\$ 211,754.01	\$ 250,152.35	\$ 28,721.18	\$ 127,956.51	\$ 58,357.19	\$ 3,495.80	\$ 145,642.92	\$ 10,590.30	\$ 5,856.11	\$ 809.50	\$ -	\$ 843,335.87
General & Administrative Expenses													
Legislative													
Supervisor Fees	\$ 200.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 200.00	\$ -	\$ 200.00	\$ 400.00	\$ 3,800.00
Financial & Administrative													
Public Officials' Liability Insurance	2,244.00	-	-	-	-	-	-	-	-	-	-	-	2,244.00
Trustee Fees	2,199.90	-	-	-	-	-	-	-	-	-	-	-	3,928.39
Management	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	1,728.49	3,333.33	3,333.33	39,999.96
Engineering	-	806.00	887.00	648.50	633.50	598.00	783.50	2,151.50	477.50	3,333.33	3,333.33	2,439.50	9,425.00
Dissemination Agent	-	-	-	-	1,250.00	-	-	3,750.00	-	-	-	-	5,000.00
Property Appraiser	-	1,672.00	-	-	-	-	-	-	-	-	-	-	1,672.00
District Counsel	-	-	1,341.10	1,989.00	2,427.55	2,639.60	2,085.98	5,481.39	-	2,831.11	1,576.00	4,830.78	25,202.51
Assessment Administration	7,500.00	-	-	-	-	-	-	-	-	-	-	-	7,500.00
Audit	-	-	-	-	-	-	-	4,395.00	-	-	-	-	4,395.00
Travel and Per Diem	-	30.28	18.32	9.22	14.44	4.64	-	9.80	-	-	-	157.93	244.63
Telephone	-	93.61	19.47	6.49	30.69	-	19.69	6.16	33.11	9.02	-	106.59	324.83
Postage & Shipping	-	15.80	34.19	24.77	13.12	23.41	-	-	-	-	944.70	8.02	1,064.01
Copies	-	27.00	292.50	115.50	165.00	144.00	-	-	-	-	1,760.25	99.90	2,604.15
Legal Advertising	252.50	388.75	-	181.25	181.25	377.50	1,446.27	200.00	-	200.00	3,703.34	200.00	7,130.86
Bank Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous	-	32.70	-	-	-	-	-	182.85	-	-	-	-	215.55
Property Taxes	-	477.29	-	-	-	-	-	-	-	-	-	-	477.29
Website Maintenance	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	125.99	105.00	1,280.99
Dues, Licenses, and Fees	175.00	-	-	-	-	-	-	-	-	-	-	-	175.00
Total General & Administrative Expenses	\$ 16,009.73	\$ 7,391.76	\$ 6,430.91	\$ 6,813.06	\$ 8,553.88	\$ 7,625.48	\$ 8,173.77	\$ 20,015.03	\$ 4,148.94	\$ 8,206.95	\$ 11,643.61	\$ 11,681.05	\$ 116,684.17

Greeneway Improvement District
Budget to Actual
For the Month Ending 09/30/2019

	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	YTD Actual
Field Operations													
Electric Utility Services													
Electric	\$ -	\$ -	\$ 1,144.75	\$ 575.01	\$ 637.57	\$ 596.06	\$ 851.02	\$ 661.06	\$ 688.22	\$ 632.48	\$ 653.24	\$ 1,570.00	\$ 8,009.41
Water-Sewer Combination Services													
Water Reclaimed	-	-	4,365.69	6,770.97	4,270.91	3,558.22	3,627.22	4,091.01	4,973.26	4,096.16	2,978.30	8,346.41	47,078.15
Other Physical Environment													
General Insurance	2,525.00	-	-	-	-	-	-	-	-	-	-	-	2,525.00
Property & Casualty Insurance	-	5,987.00	-	-	-	-	-	-	-	-	-	-	5,987.00
Other Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrigation	1,241.50	1,708.00	5,900.71	1,139.00	1,922.00	5,150.00	7,807.60	10,885.60	1,436.90	-	299.00	11,345.10	48,835.41
Landscaping Maintenance & Material	16,660.25	16,660.25	16,660.25	16,660.25	16,660.25	22,646.75	20,651.25	20,651.25	20,651.25	20,651.25	20,651.25	21,435.25	230,639.50
Tree Trimming	-	-	-	-	-	-	-	11,100.00	-	-	-	-	-
Flower & Plant Replacement	-	2,614.40	39,477.90	-	8,184.20	1,707.00	12,343.20	7,928.80	4,655.80	-	9,704.30	1,230.75	87,844.35
Contingency	-	-	-	-	-	3,700.00	-	3,126.80	-	-	11,415.03	4,915.00	23,156.83
Hurricane Cleanup	-	-	-	-	-	-	-	-	-	-	-	-	-
Interchange Maintenance Expenses													
IME - Aquatics Maintenance	-	601.20	300.60	300.60	300.60	300.60	300.60	300.60	300.60	300.60	300.60	300.60	3,607.20
IME - Irrigation	-	-	10.80	591.55	336.15	-	2,100.10	-	81.90	41.94	5,628.96	760.76	9,552.16
IME - Landscaping	7,354.44	7,354.44	7,354.44	7,354.44	7,354.44	8,832.60	-	7,354.44	7,354.44	14,708.88	14,241.24	10,519.85	99,783.65
IME - Lighting	98.28	262.47	200.73	105.66	756.27	409.41	79.48	69.65	72.09	68.09	75.26	13,843.05	16,040.44
IME - Miscellaneous	-	-	1,265.76	261.00	-	-	-	1,189.80	-	112.29	-	1,006.88	3,835.73
IME - Water Reclaimed	-	95.39	142.08	92.90	110.79	31.30	83.96	89.18	96.13	65.83	66.32	205.68	1,079.56
Road & Street Facilities													
Entry and Wall Maintenance	-	-	-	-	-	-	3,000.00	-	-	-	-	-	3,000.00
Hardscape Maintenance	-	-	-	-	-	-	-	-	-	-	350.00	3,850.00	4,200.00
Streetlights	330.50	511.25	15,986.97	6,885.28	6,892.32	8,876.70	7,138.47	7,126.68	7,133.83	7,206.35	7,211.94	14,417.18	87,717.47
Accent Lighting	-	-	-	-	-	-	-	-	-	-	-	-	-
Parks & Recreation													
Personnel Leasing Agreement	-	-	-	-	-	-	-	-	-	-	-	18,333.37	18,333.37
Reserves													
Infrastructure Capital Reserve	-	-	-	-	-	-	-	-	-	-	-	22,200.00	22,200.00
Interchange Maintenance Reserve	-	-	-	-	-	-	-	-	-	-	-	3,146.67	3,146.67
Total Field Operations Expenses	<u>\$ 28,209.97</u>	<u>\$ 35,794.40</u>	<u>\$ 92,810.68</u>	<u>\$ 40,736.66</u>	<u>\$ 47,425.50</u>	<u>\$ 53,808.64</u>	<u>\$ 57,982.90</u>	<u>\$ 74,572.87</u>	<u>\$ 47,444.42</u>	<u>\$ 56,843.87</u>	<u>\$ 74,325.94</u>	<u>\$ 139,026.55</u>	<u>\$ 748,982.40</u>
Total Expenses	<u>\$ 44,219.70</u>	<u>\$ 43,176.16</u>	<u>\$ 99,241.59</u>	<u>\$ 47,549.72</u>	<u>\$ 55,979.38</u>	<u>\$ 61,434.12</u>	<u>\$ 66,156.67</u>	<u>\$ 94,587.90</u>	<u>\$ 51,593.36</u>	<u>\$ 65,050.82</u>	<u>\$ 85,969.55</u>	<u>\$ 150,707.60</u>	<u>\$ 865,666.57</u>
Income (Loss) from Operations	<u>\$ (44,219.70)</u>	<u>\$ 168,577.85</u>	<u>\$ 150,910.76</u>	<u>\$ (18,828.54)</u>	<u>\$ 71,977.13</u>	<u>\$ (3,076.93)</u>	<u>\$ (62,660.87)</u>	<u>\$ 51,055.02</u>	<u>\$ (41,003.06)</u>	<u>\$ (59,194.71)</u>	<u>\$ (85,160.05)</u>	<u>\$ (150,707.60)</u>	<u>\$ (22,330.70)</u>
Other Income (Expense)													
Interest Income	\$ 5.89	\$ 5.74	\$ 677.65	\$ 13.22	\$ 5.46	\$ 4,027.69	\$ 13.45	\$ 10.58	\$ 707.60	\$ 48.71	\$ 7.68	\$ 314.40	\$ 5,838.07
Total Other Income (Expense)	<u>\$ 5.89</u>	<u>\$ 5.74</u>	<u>\$ 677.65</u>	<u>\$ 13.22</u>	<u>\$ 5.46</u>	<u>\$ 4,027.69</u>	<u>\$ 13.45</u>	<u>\$ 10.58</u>	<u>\$ 707.60</u>	<u>\$ 48.71</u>	<u>\$ 7.68</u>	<u>\$ 314.40</u>	<u>\$ 5,838.07</u>
Net Income (Loss)	<u>\$ (44,213.81)</u>	<u>\$ 168,583.59</u>	<u>\$ 151,588.41</u>	<u>\$ (18,815.32)</u>	<u>\$ 71,982.59</u>	<u>\$ 950.76</u>	<u>\$ (62,647.42)</u>	<u>\$ 51,065.60</u>	<u>\$ (40,295.46)</u>	<u>\$ (59,146.00)</u>	<u>\$ (85,152.37)</u>	<u>\$ (150,393.20)</u>	<u>\$ (16,492.63)</u>

Greenway Improvement District
Statement of Activities
As of 10/31/2019

	General Fund	Debt Service	Capital Projects Fund	General Long-Term Debt	Total
<u>Revenues</u>					
Other Assessments		\$780,663.34			\$780,663.34
Other Income & Other Financing Sources		61,075.27			61,075.27
Inter-Fund Group Transfers In		(525.38)			(525.38)
Other Income & Other Financing Sources			\$702,365.53		702,365.53
Inter-Fund Transfers In			525.38		525.38
Total Revenues	<u>\$0.00</u>	<u>\$841,213.23</u>	<u>\$702,890.91</u>	<u>\$0.00</u>	<u>\$1,544,104.14</u>
<u>Expenses</u>					
Supervisor Fees	\$400.00				\$400.00
Public Officials' Liability Insurance	2,300.00				2,300.00
Trustee Services	2,419.89				2,419.89
Assessment Administration	7,500.00				7,500.00
Legal Advertising	256.25				256.25
Web Site Maintenance	105.00				105.00
Dues, Licenses, and Fees	250.00				250.00
Water Reclaimed	95.64				95.64
General Insurance	2,588.00				2,588.00
Property & Casualty	4,112.00				4,112.00
Irrigation	1,038.22				1,038.22
Landscaping Maintenance & Material	18,420.42				18,420.42
IME - Aquatics Maintenance	300.60				300.60
IME - Irrigation	864.00				864.00
IME - Landscaping	7,272.24				7,272.24
IME - Lighting	59.40				59.40
Legal Advertising			\$94.17		94.17
Contingency			1,392.00		1,392.00
Total Expenses	<u>\$47,981.66</u>	<u>\$0.00</u>	<u>\$1,486.17</u>	<u>\$0.00</u>	<u>\$49,467.83</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$6.98				\$6.98
Interest Income			\$0.09		0.09
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$6.98</u>	<u>\$0.00</u>	<u>\$0.09</u>	<u>\$0.00</u>	<u>\$7.07</u>
Change In Net Assets	(\$47,974.68)	\$841,213.23	\$701,404.83	\$0.00	\$1,494,643.38
Net Assets At Beginning Of Year	<u>\$49,565.79</u>	<u>\$5,326,356.89</u>	<u>(\$1,469,177.62)</u>	<u>\$0.00</u>	<u>\$3,906,745.06</u>
Net Assets At End Of Year	<u>\$1,591.11</u>	<u>\$6,167,570.12</u>	<u>(\$767,772.79)</u>	<u>\$0.00</u>	<u>\$5,401,388.44</u>

Greenway Improvement District
Statement of Financial Position
As of 10/31/2019

	General Fund	Debt Service	Capital Projects Fund	General Long-Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$25,258.89				\$25,258.89
State Board of Administration	1,502.94				1,502.94
Assessments Receivable	4,322.07				4,322.07
Deposits	1,251.00				1,251.00
Infrastructure Capital Reserve	31,986.91				31,986.91
Interchange Maintenance Reserve	15,775.16				15,775.16
Debt Service Reserve (Series 2013)		\$3,551,196.88			3,551,196.88
Debt Service Reserve (Series 2018)		402,938.30			402,938.30
Revenue (Series 2013)		70.01			70.01
Interest (Series 2013)		1,254,600.00			1,254,600.00
Interest (Series 2018)		147.21			147.21
Prepayment (Series 2013)		958,617.72			958,617.72
General Checking Account			\$7,072.57		7,072.57
Acquisition/Construction (Series 2013)			2,330.77		2,330.77
Acquisition/Construction (Series 2018)			131,676.02		131,676.02
Total Current Assets	\$80,096.97	\$6,167,570.12	\$141,079.36	\$0.00	\$6,388,746.45
<u>Investments</u>					
Amount Available in Debt Service Funds				\$6,167,570.12	\$6,167,570.12
Amount To Be Provided				42,792,429.88	42,792,429.88
Total Investments	\$0.00	\$0.00	\$0.00	\$48,960,000.00	\$48,960,000.00
Total Assets	\$80,096.97	\$6,167,570.12	\$141,079.36	\$48,960,000.00	\$55,348,746.45
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$43,372.80				\$43,372.80
Due To Other Governmental Units	35,133.06				35,133.06
Accounts Payable			\$338,426.35		338,426.35
Retainage Payable			570,425.80		570,425.80
Total Current Liabilities	\$78,505.86	\$0.00	\$908,852.15	\$0.00	\$987,358.01
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$48,960,000.00	\$48,960,000.00
Total Long Term Liabilities	\$0.00	\$0.00	\$0.00	\$48,960,000.00	\$48,960,000.00
Total Liabilities	\$78,505.86	\$0.00	\$908,852.15	\$48,960,000.00	\$49,947,358.01
<u>Net Assets</u>					
Net Assets, Unrestricted	\$49,565.79				\$49,565.79
Current Year Net Assets, Unrestricted	(47,974.68)				(47,974.68)
Net Assets, Unrestricted		\$5,326,356.89			5,326,356.89
Current Year Net Assets, Unrestricted		841,213.23			841,213.23
Net Assets, Unrestricted			(\$1,469,177.62)		(1,469,177.62)
Current Year Net Assets, Unrestricted			701,404.83		701,404.83
Total Net Assets	\$1,591.11	\$6,167,570.12	(\$767,772.79)	\$0.00	\$5,401,388.44
Total Liabilities and Net Assets	\$80,096.97	\$6,167,570.12	\$141,079.36	\$48,960,000.00	\$55,348,746.45

Greeneway Improvement District
Budget to Actual
For the Month Ending 10/31/2019

	Actual	Budget	Variance	FY 2020 Adopted Budget
<u>Revenues</u>				
On-Roll Assessments	\$ -	\$ 41,414.72	\$ (41,414.72)	\$ 496,976.64
Off-Roll Assessments	-	34,515.93	(34,515.93)	414,191.21
Net Revenues	\$ -	\$ 75,930.65	\$ (75,930.65)	\$ 911,167.85
<u>General & Administrative Expenses</u>				
Legislative				
Supervisor Fees	\$ 400.00	\$ 600.00	\$ (200.00)	\$ 7,200.00
Financial & Administrative				
Public Officials' Liability Insurance	2,300.00	208.33	2,091.67	2,500.00
Trustee Services	2,419.89	333.33	2,086.56	4,000.00
Management	-	3,333.33	(3,333.33)	40,000.00
Engineering	-	833.33	(833.33)	10,000.00
Dissemination Agent	-	416.67	(416.67)	5,000.00
Property Appraiser	-	141.67	(141.67)	1,700.00
District Counsel	-	2,500.00	(2,500.00)	30,000.00
Assessment Administration	7,500.00	625.00	6,875.00	7,500.00
Reamortization Schedules	-	20.83	(20.83)	250.00
Audit	-	583.33	(583.33)	7,000.00
Travel and Per Diem	-	20.83	(20.83)	250.00
Telephone	-	20.83	(20.83)	250.00
Postage & Shipping	-	66.67	(66.67)	800.00
Copies	-	125.00	(125.00)	1,500.00
Legal Advertising	256.25	500.00	(243.75)	6,000.00
Miscellaneous	-	8.34	(8.34)	100.00
Property Taxes	-	166.67	(166.67)	2,000.00
Web Site Maintenance	105.00	225.00	(120.00)	2,700.00
Dues, Licenses, and Fees	250.00	14.58	235.42	175.00
Total General & Administrative Expenses	\$ 13,231.14	\$ 10,743.74	\$ 2,487.40	\$ 128,925.00

Greeneway Improvement District
Budget to Actual
For the Month Ending 10/31/2019

	Actual	Budget	Variance	FY 2020 Adopted Budget
<u>Field Operations</u>				
Electric Utility Services				
Electric	\$ -	\$ 583.33	\$ (583.33)	\$ 7,000.00
Water-Sewer Combination Services				
Water Reclaimed	95.64	3,333.33	(3,237.69)	40,000.00
Other Physical Environment				
General Insurance	2,588.00	250.00	2,338.00	3,000.00
Property & Casualty Insurance	4,112.00	583.33	3,528.67	7,000.00
Other Insurance	-	12.50	(12.50)	150.00
Irrigation Repairs	1,038.22	4,583.33	(3,545.11)	55,000.00
Landscaping Maintenance & Material	18,420.42	19,145.87	(725.45)	229,750.40
Other Landscaping Maintenance	-	1,666.67	(1,666.67)	20,000.00
Tree Trimming	-	5,175.38	(5,175.38)	62,104.50
Flower & Plant Replacement	-	3,750.00	(3,750.00)	45,000.00
Contingency	-	708.33	(708.33)	8,500.00
Hurricane Cleanup	-	1,666.67	(1,666.67)	20,000.00
Interchange Maintenance Expenses				
IME - Aquatics Maintenance	300.60	318.00	(17.40)	3,816.00
IME - Irrigation Repairs	864.00	900.00	(36.00)	10,800.00
IME - Landscaping	7,272.24	7,272.24	-	87,266.88
IME - Lighting	59.40	1,846.15	(1,786.75)	22,153.84
IME - Miscellaneous	-	138.45	(138.45)	1,661.40
IME - Water Reclaimed	-	276.92	(276.92)	3,323.08
Road & Street Facilities				
Entry and Wall Maintenance	-	250.00	(250.00)	3,000.00
Hardscape Maintenance	-	416.67	(416.67)	5,000.00
Streetlights	-	9,197.51	(9,197.51)	110,370.08
Accent Lighting	-	166.67	(166.67)	2,000.00
Parks & Recreation				
Personnel Leasing Agreement	-	1,666.67	(1,666.67)	20,000.00
Reserves				
Infrastructure Capital Reserve	-	1,850.00	(1,850.00)	22,200.00
Interchange Maintenance Reserve	-	262.22	(262.22)	3,146.67
	\$ 34,750.52	\$ 66,020.24	\$ (31,269.72)	\$ 792,242.85
Total Expenses	\$ 47,981.66	\$ 76,763.98	\$ (28,782.32)	\$ 921,167.85
Income (Loss) from Operations	\$ (47,981.66)	\$ (833.33)	\$ (47,148.33)	\$ (10,000.00)
<u>Other Income (Expense)</u>				
Interest Income	\$ 6.98	\$ 833.33	\$ (826.35)	\$ 10,000.00
Total Other Income (Expense)	\$ 6.98	\$ 833.33	\$ (826.35)	\$ 10,000.00
Net Income (Loss)	\$ (47,974.68)	\$ -	\$ (47,974.68)	\$ -

Greenway Improvement District
FY 2020
Cash Flow Analysis

	Beg. Cash	FY18 Inflows	FY18 Outflows	FY19 Inflows	FY19 Outflows	FY20 Inflows	FY20 Outflows	End. Cash
10/1/2018	4,499.76	33,166.90	(27,247.04)	610.65	(5,629.50)	-	-	5,400.77
11/1/2018	5,400.77	-	(3,766.68)	235,975.89	(76,859.32)	-	-	160,750.66
12/1/2018	160,750.66	-	(1,202.40)	1,394,381.28	(735,704.80)	-	-	818,224.74
1/1/2019	818,224.74	-	-	136,470.07	(678,444.72)	-	-	276,250.09
2/1/2019	276,250.09	-	-	261,390.01	(183,917.67)	-	-	353,722.43
3/1/2019	353,722.43	-	-	330,302.13	(325,886.77)	-	-	358,137.79
4/1/2019	358,137.79	-	-	27,311.22	(95,472.88)	-	-	289,976.13
5/1/2019	289,976.13	-	-	233,360.34	(166,204.37)	-	-	357,132.10
6/1/2019	357,132.10	-	-	67,457.53	(121,720.13)	-	-	302,869.50
7/1/2019	302,869.50	-	-	30,373.89	(85,753.06)	-	-	247,490.33
8/1/2019	247,490.33	-	-	4,532.79	(84,675.15)	-	-	167,347.97
9/1/2019	167,347.97	-	-	308.36	(117,050.52)	-	(9,000.00)	41,605.81
10/1/2019	41,605.81	-	-	6,360.14	(16,918.51)	0.52	(5,789.07)	25,258.89
11/1/2019	25,258.89	-	-	-	(95.64)	1,132.70	(14,519.54)	11,776.41 as of 11/13/2019
FY 20 Totals		33,166.90	(32,216.12)	2,728,834.30	(2,694,333.04)	1,133.22	(29,308.61)	

**Greenway Improvement District
Construction Tracking - mid-November**

Amount

Series 2013 Bond Issue	
Original Construction Fund	\$ 48,700,000.00
Additions (Interest, Transfers from DSR, etc.)	579,240.66
Cumulative Draws Through Prior Month	(49,278,148.89)
	=====
Construction Funds Available	\$ 1,091.77
Requisitions This Month	
Requisition #668: Orlando Sentinel	\$ (94.17)
	=====
Total Requisitions This Month	\$ (94.17)
	=====
Series 2013 Construction Funds Remaining	\$ 997.60

Series 2018 Bond Issue	
	\$ 24,000,000.00
Additions (Interest, Transfers from DSR, etc.)	84,450.17
Cumulative Draws Through Prior Month	(4,480,464.19)
Requisitions This Month	
	=====
Total Requisitions This Month	\$ -
Series 2018 Construction Funds Remaining	\$ 19,603,985.98

Current Committed Funding	
Lake Nona South - Traffic Control Devices	\$ (54,546.10)
Nemours Parkway Phase 4 - Yellowstone Landscape	-
Nemours Parkway Phase 6 - Jr. Davis	(114,716.81)
Lake Nona Hartwell Court Extension - DeWitt Excavation	(169,612.17)
Lake Nona Nemours Parkway Phase 7 - Jr. Davis	(1,948,959.63)
	=====
Total Current Committed Funding	\$ (2,287,834.71)

Upcoming Committed Funding	
Lake Nona Kellogg Avenue Extension – DeWitt Excavation	\$ (586,812.14)
	=====
Total Upcoming Committed Funding	\$ (586,812.14)
Total Committed Funding	\$ (2,874,646.85)

Net Uncommitted	16,730,336.73
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