
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** US 17-92 CRA Master Plan Study**DEPARTMENT:** Planning and Development **DIVISION:** Community Redevelopment Agency**AUTHORIZED BY:** Dori DeBord **CONTACT:** John G. Metsopoulos **EXT:** 7133**MOTION/RECOMMENDATION:**

1. Recommend that the CRA Board authorize the Master Plan Study and award M-4617-09/JVP Consultant Service Agreement, CRA Master Planning in the amount of \$490,286.50 with Miller Sellen Connor & Walsh, Inc. (MSCW, INC.).

2. Recommend Denial of the Master Plan Study between the CRA and MSCW Inc. for the CRA Master Plan Study in the amount of \$490,286.50.

3. Continue to a time and date certain.

County-wide

Alison Stettner

BACKGROUND:

On October 21, 1998, Seminole County and the Cities of Casselberry, Lake Mary, Sanford and Winter Springs entered into a Multi-Party Interlocal Agreement establishing the U.S. 17-92 Community Redevelopment Agency (CRA) and adopted the Glatting/Jackson Corridor Strategy as the CRA's Master Plan. While this study sets a general redevelopment strategy for the corridor, it does not meet statutory requirements as defined in Chapter 163.360, F.S. In order to meet statutory requirements, the CRA must submit an updated Master Plan to the Florida Department of Community Affairs (DCA) every five years. This updated Master Plan becomes the blueprint for implementing the CRA's development plan and building and allocating its budget.

- Staff received four proposals from the County's in-house consultants: GMB Assoc., HNTB Corporation, Kimley-Horn Assoc., and MSCW Inc. From these four proposals staff selected MSCW, and is submitting their budget, scope of work and approach for an updated CRA Master Plan to the CRA for their review. The MSCW proposal (see attachment) will address the following:
- The Context Report will study existing conditions for each sub-district (Historic Sanford, Sanford/Lake Mary, Casselberry and Fern Park) within the corridor and incorporate a comprehensive transportation and marketing analysis. Additionally, the Context Report will include data from public participation and propose Catalyst Redevelopment Sites.

- The Revitalization Concept Development will address infrastructure needs of the corridor such as intersection improvements, median improvements, street lighting and stormwater management. Additionally, private realm revitalization concepts will be studied by sub-district. Presentations will be made to garner public input.
- The Corridor Revitalization Plan and Program will summarize the goals and objectives of the CRA and incorporate recommendations from the public and private sectors. Additionally, Comprehensive Plan and Land Development Code amendments will be recommended, if needed, as well as incentive strategies and alternative funding sources. Finally, corridor master redevelopment framework strategies, both public and private, will be recommended and will address: landscape selection and placement; signage design and placement; corridor lighting design; building placement; FAR's, buffer and screening standards; and others.

The M-4617-09/JVP agreement uses the same terms and conditions of the County's RFP-3261-08/RTB – General Consulting Services for Planning and Development.

RPA RECOMMENDATION:

At their March 12, 2009 meeting, the RPA voted unanimously to recommend to the CRA Board approval of the CRA Master Plan Study (minutes attached). At their May 28, 2009 meeting, the RPA was briefed on the consultant selection, the budget, and the deliverables anticipated from this project.

STAFF RECOMMENDATION:

Staff recommends that the CRA Board authorize the Master Plan Study and award M-4617-09/JVP Consultant Service Agreement, CRA Master Planning in the amount of \$490,286.50 with Miller Sellen Connor & Walsh, Inc. (MSCW, INC.).

ATTACHMENTS:

1. Agreement
2. MSCW Cover Letter
3. MSCW Master Plan Approach Strategy
4. MSCW Scope of Services
5. Minutes
6. BAR 09-67 17 92 CRA Corridor Master Plan

Additionally Reviewed By:

Budget Review (Betty Newton, Lisa Spriggs)

County Attorney Review (Ann Colby)

**CONSULTANT SERVICES AGREEMENT
CRA MASTER PLANNING
(M-4617-09/JVP)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **MSCW, INC.**, duly authorized to conduct business in the State of Florida, whose address is 4750 New Broad Street, Orlando, Florida 32814, hereinafter called "CONSULTANT", and the **U.S. 17-92 COMMUNITY REDEVELOPMENT AGENCY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "CRA".

W I T N E S S E T H:

WHEREAS, the CRA desires to retain the services of a competent and qualified consultant to provide master planning services for the U.S. 17-92 Community Redevelopment Agency in Seminole County; and

WHEREAS, CRA wishes to purchase the services of the CONSULTANT pursuant to Section 287.056, Florida Statutes, according to the terms and conditions as set forth in the Consultant Services Contract #RFP-3261-08/RTB, attached herein as Exhibit A; and

WHEREAS, CONSULTANT is competent and qualified to furnish consulting services to the CRA and desires to provide its professional services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CRA and CONSULTANT agree as follows:

SECTION 1. SERVICES. CRA does hereby retain CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services, attached hereto and incorporated herein as Exhibit B, and the CRA Master Plan Outline, attached herein as Exhibit C. Authorizations for specific work/tasks shall be made by written request issued by the CRA.

SECTION 2. TERM. This Agreement shall commence upon execution of this Agreement by the parties and terminate on August 31, 2010.

SECTION 3. COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement a fee not to exceed the sum of FOUR HUNDRED NINETY THOUSAND TWO HUNDRED EIGHTY-SIX AND 50/100 (\$490,286.50) CONSULTANT shall perform all work required by the Scope of Services but, in no event, shall CONSULTANT be paid more than the negotiated compensation amount stated above. Fees shall be paid to the CONSULTANT at the rates as indicated in Exhibit C of Exhibit A, attached to this Agreement.

(b) CRA agrees to compensate CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method".

SECTION 4. REIMBURSABLE EXPENSES.

(a) If a task is requested on a Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Request. Reimbursable expenses may include actual expenditures made by CONSULTANT, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) Travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. Reimbursement for meals, travel, vehicle mileage, tolls, and parking shall not apply to local employees of CONSULTANT.

A. Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Services. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two occupants.

C. Reimbursement for lodging shall be at \$75.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

D. Meals shall not exceed:

1. Breakfast:
\$6.00 without receipts
\$10.00 with receipts;
2. Lunch:
\$11.00 without receipts
\$13.00 with receipts;
3. Dinner:
\$19.00 without receipts
\$27.00 with receipts.

E. Reimbursement for airfare shall be based on coach rates.

(2) Expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by CRA, the cost of other expenditures made by CONSULTANT in the interest of the Project.

(b) Any reimbursable expenses under this Agreement shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses shall be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by CRA.

SECTION 5. PAYMENT AND BILLING.

(a) If the services required to be performed by a Task Request is clearly defined, the Request shall be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Request, but in no event shall CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein.

(b) If the services requested are not clearly defined, the Request may be issued on a Time Basis Method and contain a Not-to Exceed amount. If a Not-to-Exceed amount is provided, CONSULTANT shall perform all work required by the Request, but in no event shall CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Task Request.

(c) If the requested services are not clearly defined, the Request may be issued on a Time Basis Method and contain a Limitation of Funds amount. CONSULTANT is not authorized to exceed that amount without the prior written approval of CRA. Said approval, if given by CRA, shall indicate a new Limitation of Funds amount. CONSULTANT shall advise CRA whenever CONSULTANT has incurred expenses on any Request that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(d) For Requests issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total requested services actually performed and completed, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. CRA shall pay CONSULTANT ninety percent (90%) of the approved amount on Requests ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value and

one hundred percent (100%) of the approved amount on Requests under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in value issued on a Fixed Fee Basis.

(e) For Requests issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. CRA shall pay CONSULTANT ninety percent (90%) of the approved amount on Requests ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value issued on a Time Basis Method with a Not-to-Exceed amount and one hundred percent (100%) on Requests under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in value.

(f) Each Request ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount shall be treated separately for retainage purposes. If CRA determines that work is substantially complete and the amount retained is considered to be in excess, CRA may, at its sole and absolute discretion, release the retainage or any portion thereof.

(g) For Requests issued on a Time Basis Method with a Limitation of Funds amount, CONSULTANT may invoice the amount due for services actually performed and completed. CRA shall pay CONSULTANT one hundred percent (100%) of the approved amount on Requests issued on a Time Basis Method with a Limitation of Funds amount.

(h) Payments shall be made by CRA to CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Task Request shall be invoiced separately. At the close of each calendar month, CONSULTANT shall render to CRA a properly dated itemized

invoice describing any services rendered, the cost of the services, the name and address of CONSULTANT, Work Order Number, Contract Number, and all other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

U.S. 17-92 Community Redevelopment Agency
1101 East First Street
Sanford, Florida 32771

(i) Payment shall be made after review and approval by CRA within thirty (30) days of receipt of a proper invoice from CONSULTANT.

SECTION 6. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and upon acceptance of the work by CRA, CONSULTANT may invoice CRA for the full amount of compensation provided for under the terms of this Agreement including any retainage and less any amount already paid by CRA. CRA shall pay CONSULTANT within thirty (30) days of receipt of proper invoice.



(b) CRA may perform or have performed an audit of the records of CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONSULTANT and CRA subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in subsections (b) and (c) of this Section, and the total compensation so determined shall be used to calculate final payment to CONSULTANT. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of CONSULTANT which are directly

pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONSULTANT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by CRA under the terms of the Agreement, CONSULTANT shall refund such overpayment to CRA within thirty (30) days of notice by CRA.



SECTION 7. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For CRA:

U.S. 17-92 Community Redevelopment Agency
1101 East First Street
Sanford, Florida 32771

For CONSULTANT:

MSCW, Inc.
4750 New Broad Street
Orlando, FL 32814

SECTION 8. RIGHTS AT LAW RETAINED. The rights and remedies of CRA, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 9. All other provisions as set forth in Exhibit A are applicable to the parties to this Agreement

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by CRA.

ATTEST: MSCW, INC.

, Secretary

(CORPORATE SEAL)

By: _____, President

Date: _____

ATTEST: U.S. 17-92 COMMUNITY REDEVELOPMENT AGENCY

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman
 Date: _____

For use and reliance
of Seminole County only.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AEC/sjs
6/18/09
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Attachments:

- Exhibit A - Consultant Services Agreement #RFP-3261-08/RTB
- Exhibit B - Scope of Services
- Exhibit C - CRA Master Plan Outline

EXHIBIT A

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Eva Beach
DEPUTY CLERK

CONSULTANT SERVICES AGREEMENT
(RFP-3261-08/RTB)
PLANNING AND DEVELOPMENT

THIS AGREEMENT is made and entered into this 11 day of Dec., 2008, by and between MSCW, INC., duly authorized to conduct business in the State of Florida, whose address is 4750 New Broad Street, Orlando, Florida 32814, hereinafter called "CONSULTANT", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified CONSULTANT to provide consultant services for the Planning Development Department regarding implementation of the County's Comprehensive Plan; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of consultants; and

WHEREAS, CONSULTANT is competent and qualified to furnish consulting services to COUNTY and desires to provide professional services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONSULTANT agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. Required services shall be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study. CONSULTANT shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. This Agreement standing alone does not authorize the

performance of any work or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by CONSULTANT under this Agreement shall be in the form of written Work Orders issued and executed by COUNTY and signed by CONSULTANT. A sample Work Order is attached hereto as Exhibit B. Each Work Order shall describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method". The CONSULTANT shall

be compensated in accordance with the rate schedule attached as Exhibit C, which includes all reimbursable expenses.

SECTION 6. REIMBURSABLE EXPENSES.

(a) If a Work Order is issued on a Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by CONSULTANT, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) Travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. Reimbursement for meals, travel, vehicle mileage, tolls, and parking shall not apply to local employees of CONTRACTOR.

A. Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Services. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two occupants.

C. Reimbursement for lodging shall be at \$75.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

D. Meals shall not exceed:

1. Breakfast:
\$6.00 without receipts
\$10.00 with receipts;
2. Lunch:
\$11.00 without receipts
\$13.00 with receipts;
3. Dinner:
\$19.00 without receipts
\$27.00 with receipts.

E. Reimbursement for airfare shall be based on coach rates.

(2) Expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY, the cost of other expenditures made by CONSULTANT in the interest of the Project,

(b) Any reimbursable expenses under this Agreement shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses shall be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

SECTION 7. PAYMENT AND BILLING.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Work Order, but in no event shall CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein.

(b) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Not-to Exceed amount. If a Not-to-Exceed amount is provided, CONSULTANT shall perform

all work required by the Work Order, but in no event shall CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(c) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Limitation of Funds amount. CONSULTANT is not authorized to exceed that amount without the prior written approval of COUNTY. Said approval, if given by COUNTY, shall indicate a new Limitation of Funds amount. CONSULTANT shall advise COUNTY whenever CONSULTANT has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(d) For Work Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services ~~actually~~ completed. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value and one hundred percent (100%) of the approved amount on Work Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in value issued on a Fixed Fee Basis.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value issued on a Time Basis Method with a Not-to-Exceed amount and one hundred percent (100%)

on Work Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in value.

(f) Each Work Order ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount shall be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(g) For Work Orders issued on a Time Basis Method with a Limitation of Funds amount, CONSULTANT may invoice the amount due for services actually performed and completed. COUNTY shall pay CONSULTANT one hundred percent (100%) of the approved amount on Work Orders issued on a Time Basis Method with a Limitation of Funds amount.

(h) Payments shall be made by COUNTY to CONSULTANT when requested as work progresses for services ~~furnished~~ furnished, but not more than once monthly. Each Work Order shall be invoiced separately. At the close of each calendar month, CONSULTANT shall render to COUNTY a properly dated itemized invoice describing any services rendered, the cost of the services, the name and address of CONSULTANT, Work Order Number, Contract Number, and all other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Planning and Development Department
1101 E. First Street
Sanford, Florida 32771

(i) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONSULTANT.

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and upon acceptance of the work by COUNTY, CONSULTANT may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement including any retainage and less any amount already paid by COUNTY. COUNTY shall pay CONSULTANT within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONSULTANT and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in subsections (b) and (c) of this Section, and the total compensation so determined shall be used to calculate final payment to CONSULTANT. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONSULTANT's office at all reasonable times during the Agreement period and

for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 9. RESPONSIBILITIES OF CONSULTANT.

(a) CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) Neither COUNTY's review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement; and CONSULTANT shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONSULTANT's negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, survey data, plans, and reports or any other form of

written instrument or document that may result from CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement shall become the property of COUNTY after final payment is made to CONSULTANT.

SECTION 11. TERMINATION.

(a) COUNTY may, by written notice to CONSULTANT, terminate this Agreement or any Work Order issued hereunder, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONSULTANT to fulfill its Agreement obligations. Upon receipt of such notice, CONSULTANT shall:

(1) immediately discontinue all services affected unless the notice directs otherwise; and

(2) deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONSULTANT shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by COUNTY, contemplated by this Agreement.

(c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONSULTANT shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONSULTANT shall not be

liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however, that CONSULTANT shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of CONSULTANT.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.



(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 12. AGREEMENT AND WORK ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to,

the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 14. NO CONTINGENT FEES. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, 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 CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.



SECTION 15. CONFLICT OF INTEREST.

(a) CONSULTANT agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONSULTANT agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONSULTANT causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

SECTION 16. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 17. SUBCONTRACTORS. In the event that CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, CONSULTANT must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 18. INDEMNIFICATION OF COUNTY. CONSULTANT agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any  and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by CONSULTANT, whether caused by CONSULTANT or otherwise.

SECTION 19. INSURANCE.

(a) GENERAL. CONSULTANT shall at its own cost procure the insurance required under this Section.

(1) CONSULTANT shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be

given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONSULTANT, CONSULTANT shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, CONSULTANT shall (at the option of COUNTY) submit a sworn notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. The Certificate shall have this Agreement number clearly marked on its face.

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONSULTANT shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by a CONSULTANT shall relieve CONSULTANT of its full responsibility for performance of any obligation including CONSULTANT's indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies (other than Workers' Compensation) must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority; (ii) no longer comply with Section 440.57, Florida Statutes; or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONSULTANT shall, as soon as CONSULTANT has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONSULTANT shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONSULTANT and shall be maintained in force until the Agreement completion date. The

amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONSULTANT's insurance shall cover CONSULTANT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONSULTANT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONSULTANT and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

| | |
|----------------|-------------------------|
| \$ 500,000.00 | (Each Accident) |
| \$1,000,000.00 | (Disease-Policy Limit) |
| \$ 500,000.00 | (Disease-Each Employee) |

(2) Commercial General Liability.

(A) CONSULTANT's insurance shall cover CONSULTANT for those sources of liability which would be covered by the latest edition

of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

| | <u>LIMITS</u> |
|-------------------------------------|---|
| General Aggregate | Three (3) Times the Each-Occurrence Limit |
| Personal & Advertising Injury Limit | \$1,000,000.00 |
| Each Occurrence Limit | \$1,000,000.00 |
| Umbrella Policy | \$2,000,000.00 |

(3) Professional Liability Insurance. CONSULTANT shall carry professional liability insurance with limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR'S insurance shall cover CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned, and hired autos.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident, combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be main-

tained by CONTRACTOR shall be a minimum of three (3) times the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

LIMITS

| | |
|---------------------------------|----------------|
| Each Occurrence Bodily | \$1,000,000.00 |
| Injury and Property Damage | |
| Liability Combined for any auto | |

(d) COVERAGE. The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees shall be in excess of and not contributing to the insurance provided by or on behalf of CONSULTANT.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve CONSULTANT, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 20. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or

otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONSULTANT had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 21. REPRESENTATIVES OF COUNTY AND CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONSULTANT, shall designate in writing and shall advise CONSULTANT in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONSULTANT shall at all times during the normal work week designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of and bind CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 23. MODIFICATIONS,  AMENDMENTS OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 24. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONSULTANT (including its officers, employees, and agents) an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONSULTANT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 25. EMPLOYEE STATUS. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement

shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

SECTION 26. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONSULTANT not specifically provided for herein shall be honored by COUNTY.

SECTION 27. PUBLIC RECORDS LAW. CONSULTANT acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

SECTION 29. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the

provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

Planning and Development Department
1101 E. First Street
Sanford, FL 32771

For CONSULTANT:

MSCW, Inc.
4750 New Broad Street
Orlando, FL 32814

SECTION 30. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

(Signature Page Follows)



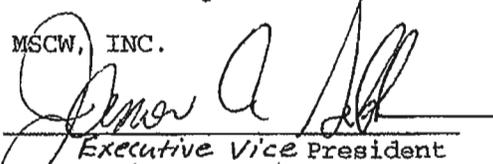
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:



, Secretary
(CORPORATE SEAL)

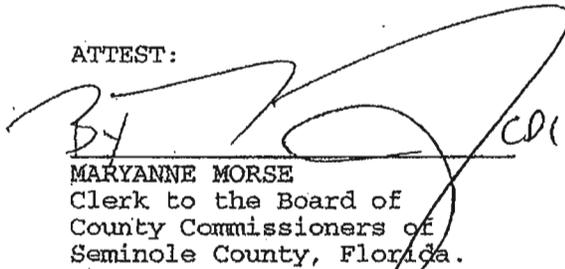
MSCW, INC.

By: 

Executive Vice President

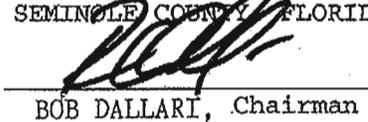
Date: 11/13/08

ATTEST:

By:  CDK

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: 

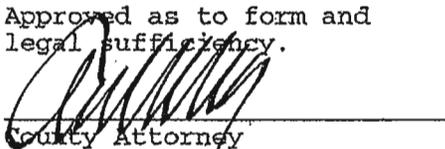
BOB DALLARI, Chairman

Date: 12-11-08

For use and reliance
of Seminole County only.

As authorized for execution by
the Board of County Commissioners
at their 14 Oct., 2008
regular meeting.

Approved as to form and
legal sufficiency.



County Attorney



AEC/lpk/sjs
8/15/08, 9/3/08, 9/9/08, 10/16/08
P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\RFP-3261 MSCW.doc

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Work Order
- Exhibit C - Rate Schedule

GENERAL CONSULTING SERVICES FOR PLANNING

SCOPE OF SERVICE

The Consultant (s) shall provide expertise and technical skills, on an as needed basis, to assist Seminole County staff in the implementation of the County's Comprehensive Plan and the fulfillment of the comprehensive work program activities to include public involvement.

Work is assigned by work order based on the needs and requirements of Seminole County, in all cases, the consultant (s) will work and receive guidance from Seminole County staff to develop the appropriate requirements, guidelines and criteria along with a proposed fee for performing the work, with required attachments, to the appropriate county staff for approval and issuance of a work order prior to commencing work.

General work assignments that may be performed by the consultant (s) under this contract solicitation may include, but are not limited to:

General Planning and Urban Development

- Land Use/Growth Management Planning Studies
- Capital Improvements Planning
- Financial/Fiscal Analysis
- Comprehensive Small Area Studies
- Urban/Rural Development Studies
- Facilities/Service Studies
- Economic Development
- Comprehensive Plan Amendments
- Plan Amendment Evaluations
- Intergovernmental Agreements
- Joint Planning Agreements
- Socio-Economic Data Estimates and Projections
- Land Development Code Regulations
- Ordinances
- GIS/Mapping/Graphic Art
- Preparation of Development Guidelines/Standards
- Review for Compliance to Development Standards/Code
- Provide expertise and technical skills as they relate to conservation and/or recreation planning
- Environmental Planning Studies, including studies of Springs and Springsheds
- Public Safety Studies
- "Green" Planning and Development Studies

Transportation Planning

- Updates to Transportation Element
- Traffic Analysis Studies
- Transit Studies
- Transportation Data Collection
- Creation of Traffic Methodology for Redevelopment Districts, including multi-modal level of service development
- Corridor/Small Area Studies
- Trail/Pedestrian/Bicycle Master Plan
- Trail/Pedestrian/Bicycle Facility Review
- Traffic Calming Studies
- Socio-Economic Data
- Transportation Systems Modeling
- Traffic Impact Studies and Review
- Road Impact Fee/Concurrency Work Tasks or Updates

Public Involvement

- Prepare and Present Presentations for various groups to include, but not limited to, the Seminole County Board of County Commissioners, County Advisory Boards, and Citizen Interest Groups.
- Prepare Public Involvement Materials
- Represent the County at Public Meetings

Anticipated Disciplines

- Land Use and Comprehensive Planning
- Capital Improvement/Financial Analysis
- Economic Development Analysis
- Architecture, Landscape Architecture and Urban Review
- Graphics Support
- GIS Support
- Public Relations Support
- Ecology
- Parks and Recreation Support
- Engineering Support
- Socio/Economic Data Analysis
- Transit and Transportation Planning
- Traffic Analyst/Modeling and Data Collection
- Public Safety Support

**Board of County Commissioners
SEMINOLE COUNTY, FLORIDA**

WORK ORDER

Work Order Number: _____

Master Agreement No.: _____ Dated: _____
Contract Title: _____
Project Title: _____

Consultant: _____
Address: _____

ATTACHMENTS TO THIS WORK ORDER:

- drawings/plans/specifications
- scope of services
- special conditions
- _____

METHOD OF COMPENSATION:

- fixed fee basis
- time basis-not-to-exceed
- time basis-limitation of funds
- retainage shall be withheld

TIME FOR COMPLETION: The services to be provided by the CONSULTANT shall commence upon execution of this Agreement by the parties and shall be completed within _____ calendar days from the effective date of this Agreement. Failure to meet the completion date shall be grounds for Termination of both the Work Order and the Master Agreement for Default.

Work Order Amount: _____ DOLLARS (\$ _____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

, Secretary

By: _____, President

(CORPORATE SEAL)

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

(Procurement Analyst)

By: Robert Hunter, Procurement Supervisor

(Procurement Analyst)

Date: _____
As authorized by Section 8.153 Seminole
County Administrative Code.

OC # _____ ON # _____

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance, and release of the final payments and encumbrances of the last approved amount of this work order, unless terminated earlier in accordance with the termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION - If the compensation is based on a:
 - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. The work to be performed by the CONSULTANT shall be based on the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
 - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Work Order. The CONSULTANT'S compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project
 - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT'S compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
- f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.
- h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.

EXHIBIT C
SEMINOLE COUNTY
 GENERAL CONSULTING SERVICES FOR PLANNING &
 DEVELOPMENT | RFP-3261-08/RTB



SUBMITTAL SECTION 5: COST
(one [1] single-sided page maximum)

The Cost for this Request for Proposal should be submitted within the following format to include total compensation relative to performing the services as described in the Scope of Services for this solicitation. These fixed hourly rates shall include all costs for work in place, including, but not limited to general administrative overhead, fringe and benefits, and profit. The Estimated Hours are provided as the County's estimate for potential work under this Agreement, but the County provides no guarantee that all hours will be utilized. The evaluation for this criteria will be based on the Estimated Project Total.

| LABOR CATEGORY | LOADED HOURLY RATE | ESTIMATED HOURS | TOTAL |
|--------------------------------|--------------------|--------------------|----------------|
| Project Manager | 205 | 150 | 30,750 |
| Principal Planner | 120 | 400 | 48,000 |
| Planner | 100 | 350 | 35,000 |
| Transportation Planner | 185 | 150 | 27,750 |
| Graphic Artist | 100 | 100 | 10,000 |
| Engineer | 140 | 550 | 77,000 |
| GIS Specialist | 85 | 200 | 17,000 |
| Traffic Analyst | 75 | 200 | 15,000 |
| Ecologist | 185 | 75 | 13,875 |
| Administration | 70 | 115 | 8,050 |
| Estimated Project Total | | <u>2290</u> | 282,425 |





WE CREATE LASTING COMMUNITIES™

David A. Perry, RLA
David.perry@mscwinc.com
407-893-4712

May 1, 2009

COURIER

Ms. Alison Stettner, AICP
Manager
Seminole County Planning Division
1101 East First Street
Sanford, FL 32771

Subject: Seminole County 17-92 CRA Corridor Master Plan
MSCW No.: 09-0033

Dear Ms. Stettner:

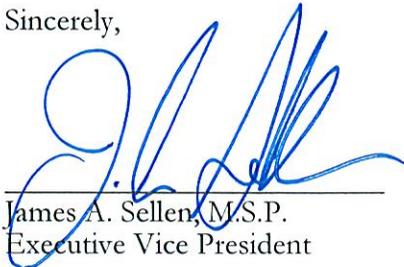
MSCW is pleased to submit our fee proposal and man-hour estimate for the Seminole County 17-92 CRA Corridor Master Plan. We are very excited to have the opportunity to work with you and your staff on this project. As you know, MSCW has been strongly supportive and committed to working with the CRA staff to analyze and develop a comprehensive scope of services to address the many redevelopment issues and opportunities along this 13-mile corridor. This is a very complex and necessary step in the ultimate renaissance of this corridor. We have assembled a very qualified team of professionals to work on this project that are all local, very familiar with the corridor, and are all redevelopment strategy experts.

Attached to this letter is a man-hour and fee breakdown by detailed task. We encourage you to fully review our man-hours by task. We feel that we have fully analyzed the requested scope of work and have allocated our staff time extremely efficiently to execute this project, while at the same time ensuring that Seminole County gets our most talented problem solvers engaged throughout the project.

Please feel free to contact our office at any time if you have any questions or would like to discuss any part of our RFP response in detail.

We look forward to working with you, your staff and the County and City officials that will be involved with this project. It will be a wonderful and worth while effort.

Sincerely,



James A. Sellen, M.S.P.
Executive Vice President



David A. Perry, RLA
Urban Design/Landscape Architecture Studio
Leader



4750 New Broad Street
Orlando, FL 32814
877.672.9788
407.422.3330
www.MSCWinc.com



WE CREATE LASTING COMMUNITIES™

Seminole County SR 17-92 Corridor Master Plan

Introduction

MSCW is pleased to submit this project approach for the Seminole County CRA 17-92 Corridor Master Plan. The following approach is based on the deliverables as outlined in the Seminole County Request for Proposal dated April 2, 2009, our knowledge of the CRA and RPA preliminary visioning process, and our experience in preparing similar CRA corridor master plans and visioning plans. We are very excited about the opportunity to provide these services to the CRA/RPA and look forward to partnering with your staff, the various commissioners and most importantly the public to deliver a final guiding document that serves not just as a design template but, provides a much needed implementation strategy for the renaissance of this corridor.

Project Approach

Context Report

Project Background Research

MSCW will begin this project with a thorough background research to review all old records, reports, and other CRA documents as it relates to the 17-92 corridor. MSCW has attended numerous CRA meetings and have met with Seminole County staff occasionally to try to keep in tune with the CRA and the RPA Board action as it relates to this project. We have also already reviewed the IHW, Glatting Jackson, and RPC documents that were previously prepared. We strongly feel that we are not starting from a stop position, but rather from a very well informed one.

Data Collection

Since there are several jurisdictions along the corridor, it will be important to collect and organize information by sub-district. At the on-set of our work, MSCW will establish a detailed GIS filing system to organize all of the data and mapping information. This will be maintained throughout the course of our work and will ultimately be transmitted digitally to the CRA for their records and reference, with the ultimate goal of allowing this information to be easily accessible to the public to assist in expediting potential redevelopment activity along the corridor. MSCW envisions that this information would be web-based specifically for the 17-92 CRA corridor. If requested, MSCW can assist the CRA in developing this web-based system in the future.



4750 New Broad Street
Orlando, FL 32814
877.672.9788
407.422.3330
www.MSCWinc.com



Goals and Objectives Development

There are numerous partners in this project and it will be extremely important that MSCW have the opportunity to interview as many of the RPA Board members, County and City Commissioners and County and City staff to obtain as much local project history and pertinent information to assist us in developing the goals and objectives for the project as a whole. Since this corridor bisects multiple jurisdictions, it should be anticipated that each jurisdiction will have varied goals and objectives that, at the onset, may conflict with one another. It will be MSCW's first goal to find the commonalities, identify the deviations and develop a cohesive approach to address as many of the County and municipal economic redevelopment agendas as possible. This will be an extremely important step to gaining consensus and the ultimate adoption of the master plan, with a strong focus on adoption of design guidelines into ordinance form to ensure the perpetual adherence to the desired design standards.

Transportation Analysis

MSCW has teamed with VHB, Inc., a local transportation and civil engineering consulting firm, to assist us in analyzing the current conditions of the corridor from a vehicular circulation standpoint. As outlined in our original breakdown of services, VHB will be tasked with analyzing the FDOT 5-year roadway plan, local roadway improvement plans, TOD capabilities, Lynx routing and station improvements, traffic capacity and traffic concurrency analysis. All of these elements will be analyzed to identify any projects that may have a potential effect on the corridor, its land uses and functionality, and to make recommendations as to possible improvements to the corridor from a mobility standpoint. Included within that analysis, VHB will provide review and synopsis of the 17-92 PD&E Study, as well as an update as to the status of the 17-92/SR 436 flyover. Realizing that the flyover may potentially have major ramifications for existing businesses and future business development, VHB and MSCW will address the potential impacts and make recommendations as to specific considerations, actions or improvements that should be considered to accommodate economic growth along the corridor.

Current Market Analysis

MSCW has also teamed with the local economic market analysis firm of Real Estate Research Consultants (RERC) to provide analysis of current market conditions, development trending, property valuation trending, market demand analysis and a current CRA TIF revenue analysis. This information is needed to assist us in assessing potential "catalyst" redevelopment areas/sites along the corridor that should be considered for immediate and longer term redevelopment consideration. RERC's analysis and final reporting will assist MSCW and the CRA/RPA in further defining the goals and objectives for the private parcel development patterning and design standards. It should be noted that due to current economic conditions, a development market analysis may be somewhat



skewed due to current short term economic conditions, but that a longer term development trending analysis will be considered and employed in defining a strategic implementation plan for the corridor redevelopment program. RERC will also assist MSCW in preparing development pro-forma analyses for up to two specific “catalyst” redevelopment sites. As part of this effort, RERC will assist in detailed development construction programs for each catalyst site to identify the appropriate business types (local or chain) and mixes, development price points, and market trending for potential office, commercial, retail, and residential land uses. MSCW will utilize this information in the design of potential redevelopment sites. Ultimately, RERC’s information and market analysis, coupled with MSCW master plan alternatives will be the basis for representation to key commercial real estate brokers, private sector developers, and others that may be interested in redevelopment of parcels along the corridor.

Public Participation Meetings

MSCW strongly believes in public participation, especially as it relates to urban redevelopment. MSCW has strategically built in several public meetings/charrettes into our design development process. MSCW was in attendance and an active participant in the initial RPA Corridor Visioning Workshop that was facilitated by the Seminole County Planning Department and has a good basis of understanding of the Vision and design direction that evolved from that meeting. We believe that this was a very good first step to developing the goals and objectives for the corridor revitalization. MSCW will work with County staff to identify additional public meetings at strategic milestones during the master plan process. MSCW’s master planning process also includes several personal meetings with key business owners and “stakeholders”, which would take place prior to initial public meetings/charrettes. These may include business owners along the corridor, commercial real estate brokers that represent property owners along the corridor, key community lenders, development companies and County and City Commissioners. MSCW stakeholder meetings will be held to obtain vital information as to the development patterning, market demand/absorption of current built projects, key factors that they believe need to be addressed to improve business along the corridor, and potential incentive strategies for redevelopment and refurbishment along the corridor. MSCW will collect, summarize and present our findings to County staff and at other public meetings to inform all decision makers and to help focus our efforts in the final development of the overall master plan.

Revitalization Concept Development

Redevelopment Analogs

As part of our design process, MSCW will research pertinent successful redevelopment analogs for presentation to County Staff and others. Our search will include projects that include both public and private redevelopment and revitalization. MSCW is very active in the Urban Land Institute



(ULI) and has partnered with them in the past to assist us in research, planning study peer review, and the development of a nationwide analog database for similar projects. Once again, MSCW will use this information to continue to build a strong consensus to support the goals and objectives for the design criteria and concept development for the proposed master plan.

Public Realm Revitalization Concepts

MSCW will develop a series of design alternatives for the various areas of “public realm” improvements ranging from streetscape improvements, to signage improvements, to public bus shelter design. This will be the basis for all future streetscape corridor improvement construction design. At that design stage, MSCW will establish all of the design patterns, materials, colors, finishes, material schedules and recommended vendors for all of the streetscape elements. These are not construction documents, but design concepts that allow for the CRA/RPA to be able to make qualitative and quantitative design choices and establish the overarching theme and design patterning for the various segments of the corridor. MSCW’s role will be to guide the various County, City and public stakeholders to develop and adopt a plan that has thematic and visual continuity, while allowing for individual cities to have the opportunity for self-branding.

Private Realm Revitalization Concepts

Based on the “catalyst” redevelopment site defined during the earlier stages of our research, MSCW will develop detailed master plans for up to two project areas/sites to help identify the possible future development potential based on property assemblages, complete site redevelopment, partial site redevelopment, and phased development scenarios. MSCW will work closely with RERC (Market Analyst) to determine the highest and best use of the selected properties and define the appropriate development program for each site. Based on the developed master plan, MSCW will have RERC prepare a detailed project pro-forma analysis that can be used to market the properties, educate property owners, Board members, and the general public as to the development potential of blighted property redevelopment. This process will assist us in identifying opportunities and constraints in the current land development codes, identify specific land development design standards that should be developed or modified to allow for best design practices, and develop design patterns for better site and building design. The design objective should be to maximize redevelopment opportunity and create a sustainable economic engine once again, along this blighted corridor.

At completion of this design exercise, MSCW will solicit a Commercial Real Estate Survey from key companies that represent clients along the corridor. MSCW will present the finding and recommendations from our catalyst design exercise and solicit suggestions to encourage private sector reinvestment.



Public Meetings

MSCW will attend multiple staff and public meetings during the course of the work to present our findings and recommendation and solicit public input on the work performed to date. MSCW will use the information obtained from these meetings to continue to refine our work product as we move forward.

Corridor Revitalization Plan and Program

The culmination of all our work will be the development of a strategic corridor master plan that establishes the vision and design patterns for both the public and private realms of the corridor. The masterplan will provide clear and concise recommendations and implementation strategies that should be considered and adopted as the framework for redevelopment activity along the corridor. The MSCW master plan will focus on the following:

Summary of Goals and Objectives

MSCW will summarize the process and the goals and objective that will have led to the many decisions and recommendations that will be included in the final master plan. It will outline the public involvement process that was undertaken and provide a clear summary of the wants, desires and expectations of the public stakeholders.

Recommendations Matrix

MSCW will develop a master matrix that outlines the policy recommendations, specific actions, code modifications, and timelines for execution of individual recommendations for both the public and private realm objectives. This document will serve as the guide for all county staff to use as a source of information and to measure the progress of specific task execution. MSCW will work with staff to make this document as functional and time specific as is felt reasonable. Ultimately, this single document will serve as a defensible tool to guide and measure year to year progress accomplishments and implementation of the overall master plan.

Recommended Comprehensive Plan and Land Development Code Amendments

As part of the master plan, MSCW will identify recommendations for both Comprehensive Plan and Land Development Code amendments. Realizing that these are the framework documents that direct all development decisions, it will be crucial that these documents are consistent in their goals, objectives, policy standards, and their focus on private sector catalyst redevelopment opportunities.



MSCW will outline recommendations for amendments, establish timelines for such activities and provide these in matrix format so that they can easily be reviewed to chart the progress of activity.

Recommended Incentive Strategies

Redevelopment along blighted corridors must not be seen as an overnight fix. It is indeed a long process that must be measured in incremental successes. Often times the bones of economic success are in place, but it requires the breaking of the status quo mentality to launch new projects and rejuvenate old ones. The CRA must often offer development/redevelopment incentives to the private sector to initiate that movement. The public sector must see themselves as a partner in the redevelopment process, because they truly are financially connected to the success or failure of business along this corridor. The current county and city codes were developed based upon 1960's and 1970's suburban development paradigms, designed to create suburban, car-oriented, commercial environments that lack any true sense of place or pedestrian orientation. Although this model may be relevant due to the nature of the corridor, the individual sites must be evaluated at a completely different level to encourage pedestrian orientation. Projects must encourage internal capture through the quality of the pedestrian experience. The CRA has many incentive programs already in place (i.e. façade grants, landscape improvement grants, etc.), and while these are very helpful, they may not change the auto-oriented pattern of the corridor. MSCW will work with the CRA staff to identify other model success stories based on our past experience. We will look for other models nationwide to draw from their successes. Incentive strategies do not always mean financial outlay by the CRA. In many cases, we will look to your codes for development pattern changes that allow for better design, more successful marketing patterns that are pedestrian friendly and opportunities that may allow for potential higher density and better internal capture through increased entitlement. MSCW will explore a broad range of both public and private incentive programs that are budget sensitive to the CRA, while strategically maximizing economic returns.

Alternative Funding Sources and Grants

The CRA, as well as the County and municipalities, has a broad range of alternative funding sources to draw from, which are growing every day under new governmental policies. Although the State of Florida has actually shut many doors for funding expenditures, many others are opening. MSCW will work with the CRA staff to identify those opportunities by working closely with the Florida Redevelopment Association (FRA), Florida Main Street, Coalition of Counties and Cities, the Urban Land Institute (ULI), as well as others to identify as many opportunities as possible. MSCW will outline these opportunities and provide critical submission dates and information to the CRA for continued follow-up and execution of these opportunities. MSCW, if requested, can further assist the CRA in preparing grant applications in the future.



Corridor Master Redevelopment Design Guidelines

One of the most strategically important bodies of work to be accomplished during the Corridor Master Plan development will be the development of the Redevelopment Design Guidelines. The guidelines will be broken down between the public and private realms, and will set the design standards and patterns that are to be followed for all future development along the corridor. The guidelines will be designed as a form-based visual code that will explain design concepts, theming and ultimate finished built outcomes that are expected, as well as desired. Unlike current ordinance codes, these guidelines will not merely establish the least common denominator minimum requirements, they will embody the design reasoning and aesthetic tools for the development of the whole project, whether it be public or private realm. Please refer to our detailed outline (detailed man-hour and fee schedule) for the individual design sections that will be developed during this stage of the master plan development.

Ultimately, it is the intent that many of the design criteria be adopted by ordinance as may be found appropriate, but the guidelines should be seen as a separate living document that allows for perpetual change to address new design concepts, site design alternatives based on specific built conditions, or specific land uses (i.e. addressing non-conforming properties, service stations, storage facilities, car sales lots, etc.). The guidelines should be seen as additive to the code for the specific purpose of encouraging redevelopment, while at the same time raising the bar for a better design outcome.

Public Meetings and Hearings

MSCW will, throughout the entire development of the corridor master plan, schedule regular meetings with staff to review our progress and seek input and guidance to make sure that the final plan is consistent with Seminole County regulations and legal parameters. MSCW will also schedule regular meetings with the CRA/RPA Boards to present the master plan to seek input and inform the public as to our findings and recommendations. We firmly believe that for this master plan to be supported and successfully implemented the planning and design process must be publically interactive and fully transparent to accepting ideas and jointly providing solutions.

We would like to thank you for the commitment that your staff has had to this very important project and MSCW looks forward to working with the Seminole County Planning staff, CRA staff and the RPA Board members to develop this very important Seminole County SR 17-92 Corridor Master Plan.



Seminole County SR 17-92 Corridor Master Plan (RFP Response)
Preliminary Budget and Man-hour Estimate
 MSCW No. 09-0033 May/1/2009

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| | Alternative work that could be performed by RPC at election of Seminole County |

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|--|------------|----------|---------------------------------|------------------------------|---|------------------------------|---|----------------------------------|-------------|----------------------------|
| Context Report | | | | | | | | | | |
| 1A Background Research/Corridor Site Recon/Inventory/Photography (13 Miles) | | | | | | | | | 35 | \$18,428.00 |
| a Meeting with Seminole County CRA | | | 3 | 3 | | | | | 6 | \$936.00 |
| b Meeting with Sanford CRA | | | 3 | 3 | | | | | 6 | \$936.00 |
| c Meeting with Winter Springs | | | 2.5 | 2.5 | | | | | 5 | \$780.00 |
| d Meeting with Lake Mary | | | 2 | 2 | | | | | 4 | \$624.00 |
| e Meeting with Longwood | | | 2 | 2 | | | | | 4 | \$624.00 |
| f Meeting with Casselberry CRA | | | 2 | 2 | | | | | 4 | \$624.00 |
| g Meeting with FDOT | | | 3 | 3 | | | | | 6 | \$936.00 |
| a Team Field Inventory and Data Gathering | | | 16 | 8 | 16 | 36 | 36 | 4 | 116 | \$12,968.00 |
| 1B Introduction/Project Background | | | 3 | | | 3 | | 2 | 8 | \$902.00 |
| 2 Project Goals and Objectives | | | 8 | 4 | | 12 | 12 | 2 | 38 | \$4,354.00 |
| 3 History of CRA | | | | | | 12 | | 0.5 | 12.5 | \$1,227.50 |
| 4 Historical Context and Synopsis of Prior Plans | | | 24 | 8 | | 24 | 24 | 15 | 95 | \$10,625.00 |
| 5 Existing Conditions of Corridor (Broken Down By Sub-District) | | | | | | | | | 554 | \$58,284 |
| a MSCW Coordination with RPC | | | 6 | | | 12 | 24 | | 42 | \$4,464.00 |
| b Mapping and Description of Sub-Districts (Base Map Development) | | | 4 | | 16 | | 60 | | 80 | \$8,276.00 |
| c Public Realm vs. Private Realm | | | 6 | | 8 | | 96 | | 110 | \$11,064.00 |
| d Exiting Zoning/Land Use (By City/By Sub-District) | | | 6 | | 8 | | 96 | | 110 | \$11,064.00 |
| e Significant Land Use Changes (Past and Proposed) | | | 6 | | 16 | | 60 | | 82 | \$8,604.00 |
| f Vacant Land Use Mapping | | | 6 | | 24 | | 60 | | 90 | \$9,564.00 |
| g MSCW Research/Utility Infrastructure Inventory and Proposed Improvements | | | | 16 | 24 | | | | 40 | \$5,248.00 |
| 6 Transportation Analysis (VHB Sub-Consultant) | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$36,321.50 |
| a MSCW Sub-Consultant Coordination/Sub Meetings | | | 3 | | | 3 | | 2 | 8 | \$902.00 |
| b Review of FDOT 5-Year Roadway Plan | | | | | | | | | 0 | \$1,820.50 |
| c Synopsis of 17-92 PD&E Study | | | | | | | | | 0 | \$3,697.50 |
| d Status of 17-92 Flyover | | | | | | | | | 0 | \$2,252.50 |
| e County/Municipal Roadway Improvements (Planned and Programmed) | | | | | | | | | 0 | \$3,517.00 |
| f Capacity Analysis | | | | | | | | | 0 | \$5,504.00 |
| g Concurrency Analysis | | | | | | | | | 0 | \$5,504.00 |
| h Lynx Routing and Station Improvements | | | | | | | | | 0 | \$4,424.00 |
| i Historical Intersection Accident Report Analysis | | | | | | | | | 0 | \$4,349.00 |
| j TOD Plans and Capabilities | | | | | | | | | 0 | \$4,351.00 |
| 7 Current Market Analysis (RERC - Sub-Consultant) | | | 0 | 0 | 0 | 0 | 0 | 0 | 22 | \$30,128 |
| a MSCW Sub-Consultant Coordination/Sub Meetings | | | 4 | 4 | | 6 | 6 | 2 | 22 | \$2,528.00 |
| b Development Patterns and Trending | | | | | | | | | 0 | \$3,700.00 |
| c Population and Household Income Analysis | | | | | | | | | 0 | \$4,600.00 |
| d Vacancy Rates/Lease Rate Analysis | | | | | | | | | 0 | \$1,200.00 |
| e Market Demand Analysis | | | | | | | | | 0 | \$8,400.00 |
| f Property Valuation Trending | | | | | | | | | 0 | \$4,350.00 |
| g CRA TIF Revenue Analysis | | | | | | | | | 0 | \$5,350.00 |

Note: Detailed man-hour breakdowns have not been included in this spreadsheet for VHB (sub-consultant) due to variations in staff hourly rates. MSCW Can provide this detail as requested.

Note: Detailed man-hour breakdowns have not been included in this spreadsheet for RERC (sub-consultant) due to variations in staff hourly rates. MSCW Can provide this detail as requested.



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|---|------------|----------|---------------------------------|------------------------------|---|------------------------------|---|----------------------------------|--------------|----------------------------|
| 8 Public Participation Meetings/Overview | | | | | | | | | 189.5 | \$25,646 |
| a RPA Visioning (Synopsis of Previous Meeting) | | | MSCW | 4 | | | | 0.5 | 4.5 | \$619.50 |
| b Real Estate and Key Business Owners Forum (Meeting 1) | | | MSCW | 8 | | 8 | 4 | 1.5 | 29.5 | \$3,758.50 |
| c Real Estate and Key Business Owners Forum (Meeting 2) | | | MSCW | 8 | | 8 | 4 | 1.5 | 29.5 | \$3,758.50 |
| d Real Estate and Key Business Owners Forum (Meeting 3) | | | MSCW | 8 | | 8 | 4 | 1.5 | 29.5 | \$3,758.50 |
| e Real Estate and Key Business Owners Forum (Meeting 4) | | | MSCW | 8 | | 8 | 4 | 1.5 | 29.5 | \$3,758.50 |
| f Public Charette Forums/Visioning (Meeting 1) | | | MSCW | 8 | | 8 | 8 | 1.5 | 33.5 | \$4,138.50 |
| g Public Charette Forums/Visioning (Meeting 2) | | | MSCW | 8 | | 8 | 8 | 1.5 | 33.5 | \$4,138.50 |
| h Synopsis of Public Visioning | | | MSCW | 6 | | 8 | | 0.5 | 14.5 | \$1,715.50 |
| 9 Catalyst Redevelopment Sites (Coordination with RPC and Mapping) | | | | | | | | | 58 | \$6,594 |
| a Locationing and Mapping | | | MSCW | 3 | | | 6 | | 9 | \$1,062.00 |
| b Analysis of Property Assemblage Opportunities/Mapping | | | MSCW | 4 | 2.5 | 6 | 12 | | 24.5 | \$2,766.00 |
| c Analysis of Ownerships/Mapping | | | MSCW | 4 | 2.5 | 6 | 12 | | 24.5 | \$2,766.00 |
| BUDGET/MAN-HOUR ESTIMATE - SUBTOTAL | | | 168.5 | 120.5 | 112 | 176 | 536 | 37.5 | 1012 | \$192,510.00 |



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|--|------------|----------|---------------------------------|------------------------------|---|------------------------------|---|----------------------------------|----------------|----------------------------|
| Revitalization Concept Development | | | | | | | | | | |
| 1 Successful Redevelopment Analogs | | | | | | | | | 48 | \$5,192 |
| a Public Realm (ULI Analog Search) | | | 4 | | | 8 | 12 | | 24 | \$2,596.00 |
| b Private Realm (ULI Analog Search) | | | 4 | | | 8 | 12 | | 24 | \$2,596.00 |
| 2 Public Realm Revitalization Concepts (By Sub-District) | | | | | | | | | 548 | \$61,436 |
| a Strategic Pedestrian Master Plan | | | 8 | 4 | 24 | 4 | 36 | | 76 | \$8,604 |
| b Typical Intersection(s) Improvement Design | | | 6 | | 24 | | 36 | | 66 | \$7,284 |
| c Typical Streetscape Section Improvement Design | | | 4 | | 36 | | 60 | | 100 | \$10,676.00 |
| d Typical Bus Shelter Design(s) | | | 4 | | 12 | | 16 | | 32 | \$3,616.00 |
| e Typical Median Improvement Design | | | 4 | | 20 | | 24 | | 48 | \$5,336.00 |
| f Recommended Street Furnishings | | | 2 | | 4 | | 6 | | 12 | \$1,378.00 |
| g Recommended Street Lighting | | | 2 | | 4 | | 6 | 1 | 13 | \$1,433.00 |
| h FDOT Design Requirements | | | 1 | | 12 | | 8 | 1 | 22 | \$2,419.00 |
| i Alternatives to FDOT Design Requirements | | | 3 | | 16 | | 8 | 1 | 28 | \$3,227.00 |
| j FDOT Permitting Requirements | | | 1 | | 4 | | 4 | 2 | 11 | \$1,134.00 |
| k Potential Master Stormwater Parcel Assemblage Recommendation (By Sub-District) | | | 6 | 40 | | | 24 | 2 | 72 | \$9,294.00 |
| l Preliminary Order of Magnitude Cost Estimate | | | 4 | | 8 | | 40 | 1.5 | 53.5 | \$5,498.50 |
| m Maintenance Costing (Solicited From Contractors) (By Sub-District) | | | 1 | | 6 | | 6 | 1.5 | 14.5 | \$1,536.50 |
| 3 Private Realm Revitalization Concepts (By Sub-District) | | | | | | | | | 386 | \$50,867 |
| a Catalyst Redevelopment Sites (Mapping coordination with RPC & RERC) | | | 8 | 8 | | 2 | 24 | | 42 | \$4,976.00 |
| b Evaluation of Codes Based on Vision Development | | | 4 | 6 | | 36 | 30 | | 76 | \$7,994.00 |
| c Conceptual Site Design (Catalyst Site 1) | | | 8 | 4 | 36 | 4 | 42 | | 94 | \$10,614.00 |
| d Conceptual Site Design (Catalyst Site 2) | | | 8 | 4 | 36 | 4 | 42 | | 94 | \$10,614.00 |
| e Catalyst Redevelopment Sites Entitlement Program Matrix | | | 2 | 2 | 4 | 4 | 4 | | 16 | \$1,884.00 |
| f Catalyst Sites Proforma Analysis | | | | | | | | | 0 | \$6,700.00 |
| g Preparation of Commercial Broker Survey | | | 3 | 3 | | 3 | | 4 | 13 | \$1,456.00 |
| h Commercial Broker Survey Solicitation and Synopsis | | | 8 | 24 | | 16 | | 3 | 51 | \$6,629.00 |
| 4 Public Meetings (Preparation and Attendance) | | | | | | | | | 156 | \$15,820 |
| a Interim Staff Meeting (1) | | | 5 | 5 | | 2 | 2 | 0.5 | 14.5 | \$1,977.50 |
| b Interim Staff Meeting (2) | | | 5 | 5 | | 2 | 2 | 0.5 | 14.5 | \$1,977.50 |
| c Interim Staff Meeting (3) | | | 5 | 5 | | 2 | 2 | 0.5 | 14.5 | \$1,977.50 |
| d Interim Staff Meeting (4) | | | 5 | 5 | | 2 | 2 | 0.5 | 14.5 | \$1,977.50 |
| e CRA/RPA Meeting Presentation (1) | | | 5 | 5 | | 6 | 8 | 0.5 | 24.5 | \$1,977.50 |
| f CRA/RPA Meeting Presentation (2) | | | 5 | 5 | | 6 | 8 | 0.5 | 24.5 | \$1,977.50 |
| h Public Meeting Presentation (1) | | | 5 | 5 | | 6 | 8 | 0.5 | 24.5 | \$1,977.50 |
| h Public Meeting Presentation (2) | | | 5 | 5 | | 6 | 8 | 0.5 | 24.5 | \$1,977.50 |
| BUDGET/MAN-HOUR ESTIMATE - SUBTOTAL | | | 135 | 135 | 246 | 121 | 480 | 21 | 1,138.0 | \$133,315.00 |



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|---|--|----------|---------------------------------|------------------------------|---|------------------------------|---|----------------------------------|--------------|----------------------------|-----------------|
| Corridor Revitalization Plan and Program | | | | | | | | | | | |
| 1 | | | 2 | | | 12 | | | 14 | \$1,528.00 | |
| 2 | | | 0.5 | 3 | | 16 | 2 | | 21.5 | \$2,316.00 | |
| a | | | | | | | | | 0 | \$0.00 | |
| b | | | | | | | | | 0 | \$0.00 | |
| 3 | | | 0.75 | 4.5 | | 36 | | | 41.25 | \$4,389.00 | |
| 4 | | | 0.75 | 4.5 | | 36 | 8 | | 49.25 | \$5,149.00 | |
| 5 | | | 0.75 | 4 | | 24 | 12 | | 40.75 | \$4,255.00 | |
| 6 | | | 0.5 | 5 | | 16 | 4 | | 25.5 | \$2,802.00 | |
| 7A | Corridor Master Redevelopment Compatibility Framework | | | | | | | | | | |
| | Public Realm - Streetscape Revitalization Guidelines | | | | | | | | | 424 | \$47,210 |
| a | | | 6 | | 36 | | 36 | 2 | 80 | \$8,834.00 | |
| b | | | 8 | | 24 | | 24 | 2 | 58 | \$6,582.00 | |
| c | | | 6 | | 26 | | 26 | 2 | 60 | \$6,684.00 | |
| d | | | 6 | | 36 | | 36 | 2 | 80 | \$8,834.00 | |
| e | | | 8 | | 40 | | 40 | 2 | 90 | \$10,022.00 | |
| f | | | 6 | | 24 | | 24 | 2 | 56 | \$6,254.00 | |
| 7B | Private Realm Revitalization Guidelines - Site Standards | | | | | | | | | 430 | \$48,786 |
| a | | | 6 | 4 | 36 | | 36 | 2 | 84 | \$9,426.00 | |
| b | | | 6 | 4 | 24 | | 24 | 2 | 60 | \$6,846.00 | |
| c | | | 6 | 4 | 16 | | 16 | 2 | 44 | \$5,126.00 | |
| d | | | 6 | 4 | 16 | | 16 | 2 | 44 | \$5,126.00 | |
| e | | | 6 | 4 | 24 | | 24 | 2 | 60 | \$6,846.00 | |
| f | | | 8 | | 36 | | 36 | 2 | 82 | \$9,162.00 | |
| g | | | 6 | | 24 | | 24 | 2 | 56 | \$6,254.00 | |
| 7C | Private Realm Revitalization Guidelines - Commercial/Industrial Architectural Standards (Not Detailed Architectural Criteria) | | | | | | | | | 152 | \$17,584 |
| a | | | 8 | 4 | 24 | | 24 | 2 | 62 | \$7,174.00 | |
| b | | | 12 | 4 | 36 | | 36 | 2 | 90 | \$10,410.00 | |
| 8 | Public Meetings (Preparation and Attendance) | | | | | | | | | 101 | \$19,130 |
| a | | | 5 | 5 | | 2 | 2 | 0.5 | 14.5 | \$1,977.50 | |
| b | | | 5 | 5 | | 2 | 2 | 0.5 | 14.5 | \$1,977.50 | |
| c | | | 5 | 5 | | 2 | 2 | 0.5 | 14.5 | \$1,977.50 | |
| d | | | 5 | 5 | | 2 | 2 | 0.5 | 14.5 | \$1,977.50 | |
| e | | | 5 | 5 | | 6 | 2 | 0.5 | 18.5 | \$2,377.50 | |
| f | | | 5 | 5 | | 6 | 8 | 0.5 | 24.5 | \$2,947.50 | |
| g | | | 5 | 5 | | 6 | 8 | 0.5 | 24.5 | \$2,947.50 | |
| h | | | 5 | 5 | | 6 | 8 | 0.5 | 24.5 | \$2,947.50 | |
| BUDGET/MAN-HOUR ESTIMATE - SUBTOTAL | | | 139.25 | 79 | 422 | 160 | 466 | 33 | 1,299 | 153,149 | |



Seminole County SR 17-92 Corridor Master Plan (RFP Response)
Preliminary Budget and Man-hour Estimate
 MSCW No. 09-0033 May/1/2009

| | |
|------|--|
| MSCW | Work Performed By MSCW |
| VHB | Work Performed By Transportation Sub-Consultant |
| RERC | Work Performed By RERC Under Separate Contract |
| | Alternative work that could be performed by RPC at election of Seminole County |

| Task | Start Date | End Date | Allocated Hours - STUDIO LEADER | Allocated Hours -TEAM LEADER | Allocated Hours - SR. LANDSCAPE ARCHITECT | Allocated Hours - PLANNER II | Allocated Hours - PROJECT LANDSCAPE ARCHITECT | Allocated Hours - ADMIN. ASSIST. | Total Hours | Total Estimated Budget Fee |
|--|------------|----------|---------------------------------|------------------------------|---|------------------------------|---|----------------------------------|-------------|----------------------------|
| Reimbursable Expenses (Estimated) | | | | | | | | | | |
| a | | | | | | | | | | \$2,500.00 |
| b | | | | | | | | | | \$575.00 |
| c | | | | | | | | | | \$575.00 |
| d | | | | | | | | | | \$575.00 |
| e | | | | | | | | | | \$0.00 |
| f | | | | | | | | | | \$862.50 |
| g | | | | | | | | | | \$862.50 |
| h | | | | | | | | | | \$862.50 |
| i | | | | | | | | | | \$0.00 |
| j | | | | | | | | | | \$1,500.00 |
| k | | | | | | | | | | \$1,500.00 |
| l | | | | | | | | | | \$1,500.00 |
| m | | | | | | | | | | \$0.00 |
| BUDGET/MAN-HOUR ESTIMATE - REIMBURSABLE SUBTOTAL | | | | | | | | | | \$11,312.50 |
| TOTAL BUDGET/MAN-HOUR ESTIMATE & REIMBURSABLE | | | | | | | | | | \$490,286.50 |

| Recommended Alternate Services Not Included In Original Seminole County Request for Proposal | | | | | | | | | | |
|---|---|--|------|-----------|----------|-----------|----------|-----------|--------------|--------------------|
| 7A Corridor Master Redevelopment Compatibility Framework | | | | | | | | | | |
| Public Realm - Streetscape Revitalization Guidelines | | | | | | | | | | |
| g | Review Meeting with FDOT | | MSCW | 5 | | 8 | | 5 | 18 | \$2,255.00 |
| h | Response to FDOT Comments | | MSCW | 3 | | 8 | | 24 | 36.5 | \$3,814.50 |
| 7C Private Realm Revitalization Guidelines - Commercial/Industrial Architectural Standards (Not Detailed Architectural Criteria) | | | | | | | | | | |
| c | Ancillary Structure Standards (i.e. awnings, loggias, temporary structures) | | MSCW | 12 | 4 | 36 | | 36 | 90 | \$10,410.00 |
| BUDGET/MAN-HOUR ESTIMATE - SUBTOTAL | | | | 20 | 4 | 52 | 0 | 65 | 144.5 | \$16,479.50 |

| Alternative Services That Seminole County Staff Could Assist in Production to Reduce Costs | | | | | | | | | | |
|---|--|--|--------------|-----------|-----------|-----------|-----------|-----------|--------------|--------------------|
| 3 Context Report Development | | | | | | | | | | |
| c | History of CRA | | Seminole Co. | | | | 12 | 0.5 | 12.5 | \$1,227.50 |
| 4 Existing Conditions of Corridor (Broken Down By Sub-District) | | | | | | | | | | |
| g | MSCW Research/Utility Infrastructure Inventory and Proposed Improvements | | Seminole Co. | | | 16 | 24 | | 40 | \$5,248.00 |
| 1 Successful Redevelopment Analogs | | | | | | | | | | |
| a | Public Realm (ULI Analog Search) | | Seminole Co. | 4 | | | 8 | 16 | 28 | \$2,976.00 |
| b | Private Realm (ULI Analog Search) | | Seminole Co. | 4 | | | 8 | 16 | 28 | \$2,976.00 |
| 3 Private Realm Revitalization Concepts (By Sub-District) | | | | | | | | | | |
| h | Commercial Broker Survey Solicitation and Synopsis | | Seminole Co. | 8 | 24 | | 16 | 3 | 51 | \$6,629.00 |
| BUDGET/MAN-HOUR ESTIMATE - REIMBURSABLE SUBTOTAL | | | | 16 | 40 | 24 | 44 | 32 | 159.5 | \$19,056.50 |

MINUTES OF THE REDEVELOPMENT PLANNING AGENCY MEETING

MARCH 12, 2009

7:00 P.M.

Present:

| | |
|-------------------------------|--------------------------------------|
| Commissioner Bob Dallari | Seminole County BCC |
| Commissioner Jo Ann Lucarelli | City of Lake Mary |
| Commissioner Sandra Solomon | City of Casselberry |
| John Metsopoulos | CRA Program Manager |
| Dori DeBord | Seminole County Planning Director |
| Alison Stettner | Seminole County Planning Manager |
| Patty Johnson | Seminole County |
| John Baker | City of Winter Springs |
| Bob Tunis | City of Sanford |
| Gerald Paradise | City of Casselberry |
| Mark Gisclar | City of Casselberry |
| Richard Unger | MSCW, Inc. |
| David Perry | MSCW, Inc. |
| Shelly Lauter | My Region.org |
| Marianne Gurnee | Florida Department of Transportation |
| John Omana | City of Lake Mary |

Meeting was called to order by Commissioner Dallari.

Approval of Minutes

Commissioner Sandra Solomon made a motion to approve the minutes.

Commissioner Jo Ann Lucarelli seconded the motion.

The motion passed by unanimous consent.

Election of Officers

Commissioner Sandra Solomon made a motion to elect Commissioner Bob Dallari as Chairman.

Commissioner Jo Ann Lucarelli seconded the motion.

The motion passed by unanimous consent.

Commissioner Bob Dallari made a motion to elect Commissioner Sandra Solomon as Vice-Chairman.

Commissioner Jo Ann Lucarelli seconded the motion.

The motion passed by unanimous consent.

Action Item #1-- Recommendation of Budget

John Metsopoulos presented the proposed 2009-2010 Budget to the Board stating in order to comply with Florida Statutes all funds have to be allocated to certain projects. He further stated staff recommended approval from the Redevelopment Planning Agency of the proposed Budget.

Commissioner Jo Ann Lucarelli made a motion to approve the Budget.

Commissioner Sandra Solomon seconded the motion.

The motion passed by unanimous consent.

Action Item #2 –Recommendation on CRA Master Plan

Alison Stettner stated after working with MSCW Consultants, staff had developed and was presenting an updated CRA Master Plan to the Board. She further stated David Perry from MSCW would like to speak.

David Perry of MSCW Consultants stated that the proposal before the Board was a twelve month process. He further stated the Corridor Revitalization Plan and Program would summarize the goals and objectives of the CRA and incorporate recommendations from the public and private sectors. He then stated Option A and B were identical except Option A included Private Realm Revitalization Guidelines Site Standards and Private Realm Revitalization Guidelines Commercial and Industrial Architectural Standards, whereas in Option B they are offered as a separate study.

Commissioner Sandra Solomon made a motion to move forward on the CRA Master Plan Option A with the stipulation that presentations are made to the cities prior to CRA vote.

Commissioner Jo Ann Lucarelli seconded the motion.

The motion passed by unanimous consent.

Action Item #3--Demetree Chiropractic Mini Grant Application

John Metsopoulos stated the applicant, Demetree Chiropractic requested 2,750 to replace an existing sign with a monument style sign. He further stated the Technical Advisory Committee reviewed the proposal and recommended approval. He also stated this was the Board's first mini grant application.

Commissioner Jo Ann Lucarelli made a motion to approve the request.

Commissioner Sandra Solomon seconded the motion.

The motion passed by unanimous consent.

Presentation-Lynx Update

John Metsopoulos stated at the last meeting the Board requested examples of what the proposed Super Stops would look like. He then referred to the set of renderings from HHCP Architects of the proposed Super Stop for Kissimmee and Apopka.

Presentation –SunRail Update

Shelly Lauter, President of My Region.com and Marianne Gurnee of Florida Department of Transportation spoke to the Board about the SunRail.

Marianne Gurnee stated the State of Florida purchased 61.5 miles of existing CSX Transportation freight tracks in Central Florida to build the proposed SunRail in two Phases. She further stated Phase I would be from Debary in Volusia County to Sand Lake Road: 31 miles, 12 stations operational in 2011 and Phase II from Sand Lake Road to Poinciana in Osceola County and from Debary to Deland in Volusia County: 30 miles, 5 stations operational in 2013. She then stated there would be 30 minute peak service from 5:30 a.m. to 8:30 a.m. and from 3:30 p.m. to 6:30 p.m. with two hour off-peak service. She also stated they were in the final stage of final design for the project. She further stated they were preparing to submit to the Federal Transit Administration on April 23 the Full Funding Grant Agreement papers. She then stated they hoped to break ground on the project in September.

Shelly Lauter stated the Construction Operations Economic Impacts for Seminole County in a 30 year window would be 13,500 jobs and 1.55 billion dollars. She further stated the Commercial Business Sales in a 20 year window would be 175 million dollars. She then stated this project would be a great economic impact to the community. She also stated the project would be funded with 50 % of Federal Dollars, 25% State and 25% from local partners, which are the four counties and the City of Orlando. She further stated they already had 75% of the funding but it was still not a done deal in Tallahassee. They lastly showed the Board Architectural Renderings of some of the proposed SunRail stations.

The Board was given information from staff on the following items: State Road 7 Update, Earth Day, 417 & 17-92 Fencing Project and the Client tracking Form.

2009-R-

BUDGET AMENDMENT REQUEST

| FS Recommendation | |
|-------------------------|----------------|
| Betty Newton Analyst | 6/1/09 Date |
| Budget Manager | Date |
| Director | Date |
| 09-67 BAR | |

TO: Seminole County Board of County Commissioners
 FROM: Department of Fiscal Services
 SUBJECT: **Budget Amendment Resolution**
 Department: Planning & Development
 Fund(s): US 17-92 Redevelopment Fund
 PURPOSE: To appropriate funds for the US 17-92 CRA Corridor Master Plan awarded to MSCW, Inc.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Sources:

| Account Number | Project # | Account Title | Amount |
|----------------------|-----------|-------------------------------------|-------------------|
| 13300.999987.599994 | | Reserves/Capital Improvements/Other | 490,287 |
| | | | |
| | | | |
| Total Sources | | | \$ 490,287 |

Uses:

| Account Number | Project # | Account Title | Amount |
|---------------------|-----------|-----------------------|-------------------|
| 13300.011102.530310 | #00284401 | Professional Services | 490,287 |
| | | | |
| | | | |
| Total Uses | | | \$ 490,287 |

BUDGET AMENDMENT RESOLUTION

This Resolution, 2009-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____ as reflected in the minutes of said meeting.

Attest:

 Maryanne Morse, Clerk to the Board of County Commissioners

By: _____
 Bob Dallari, Chairman

Date: _____

Date: _____

Entered by County Finance Department

Date: _____