

**RESOLUTION 13-014**

**APPROVING BUDGET AMENDMENT/TRANSFER NO. 2013-015 AND  
PROVIDING AN EFFECTIVE DATE**

**NOW, THEREFORE, BE IT RESOLVED** by City Council of the City of Sanibel, Florida:

**SECTION 1.** The revised General Fund and Transportation Fund for fiscal year 2012-2013, Budget Amendment/Transfer BA 2013-015 true copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved and accepted.

**SECTION 2.** Effective date.

This resolution shall take effect immediately upon adoption.

**DULY PASSED AND ENACTED** by the Council of the City of Sanibel, Florida this 5th day of February 2013.

**AUTHENTICATION:**

  
Kevin Ruane, Mayor

  
Pamela Smith, City Clerk

**APPROVED AS TO FORM:**  1/30/13  
Kenneth B. Cuyler, City Attorney / Date

Vote of Councilmembers:

Ruane	<u>yea</u>
Denham	<u>yea</u>
Congress	<u>yea</u>
Harrity	<u>yea</u>
Jennings	<u>excused</u>

Date filed with City Clerk: February 5, 2013



Memorandum

DATE: February 5, 2013

TO: City Council

THROUGH: City Manager Judie Zimomra

FROM: Public Works Director Keith Williams

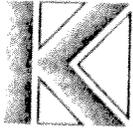
RE: Authorize budget amendment transfer of \$61,957.55 from contingency reserve fund to professional services to fund crosswalk policy revision review and traffic studies at three locations and approve piggyback of FDOT contract ID No 405854-1-12-05 for hire of Kittelson and Associates, Inc to carry out said project.

In an effort to address redevelopment activity as well as increased usage of the City of Sanibel shared use path system, the City of Sanibel has identified three traffic focus areas that warrant evaluation and recommendation for potential improvements to the City transportation infrastructure system. These locations are: Periwinkle Way immediately west of Baily Road, the intersection of Casa Ybel Road and Periwinkle Way, and Tarpon Bay Road from its intersection with Periwinkle Road to south of Island Inn Road.

City of Sanibel staff has worked with Kittelson and Associates, Inc. to develop the scope and cost to complete these studies. Kittelson and Associates, Inc., a transportation engineering company with an office in Orlando, has a significant history with the City of Sanibel relating to providing guidance on transportation and traffic issues. The scope of these studies is defined in Task 2 of the Kittelson proposal (attached).

Additionally, as a separate task, City staff has worked with Kittelson and Associates, Inc. to develop a proposal to evaluate and provide updated recommendations to the City of Sanibel crosswalk policy. The current crosswalk policies for the City of Sanibel date back to 1996 and 1997. Since that time, the state of Florida has adopted statewide crosswalk policies. As a result, revisions to the current City of Sanibel policy may be warranted. Kittelson and Associates, Inc. helped draft the Florida state crosswalk policy, so in combination with their history of consulting with Sanibel, they are the logical option for choice in reviewing and recommending updates to Sanibel's current policy. The scope of this review and revision recommendation is defined in Task 1 of the Kittelson proposal (attached).

In accordance with the City's purchasing policy, City staff recommends hiring Kittelson and Associates, Inc through a piggyback of Kittelson's existing FDOT contract for Continuing Services for Growth Management (FDOT project ID Nos. 405854-1-12-05, attached as appendix A in Kittelson proposal). Additionally, City staff recommends that \$61,957.55 be transferred from the City's contingency reserve fund to professional services fund. This transfer will cover the proposed cost of Kittelson's services (\$53,876.13) plus an additional 15% contingency to address any additional services or meetings that develop during the project.



**KITTELSON & ASSOCIATES, INC.**

TRANSPORTATION ENGINEERING / PLANNING

225 E Robinson Street, Suite 450, Orlando, FL 32801 407.540.0555 407.540.0550

January 29, 2013

Project #: 13072

Keith L. Williams II, P.E.  
Public Works Director/City Engineer  
Sanibel Department of Public Works  
800 Dunlop Road  
Sanibel, FL 33957

*RE: Sanibel Bicycle-Pedestrian Study*

Dear Keith,

Kittelison and Associates, Inc. (KAI) appreciates the opportunity to submit this scope of services and fee proposal in response to your request for a bicycle-pedestrian study for three sections on Sanibel Island. The study will evaluate the feasibility of several alternatives to enhance bicycle and pedestrian safety, connectivity, and access to commercial businesses in each study area. In addition to the bicycle-pedestrian plan, this proposal also includes a separate task to review the City's policy regarding marked crosswalks and provide suggestions for revisions consistent with the latest guidance.

The proposed scope of services describes the individual work tasks and is attached to this letter. Task 1 may be authorized separately from Tasks 2 and 3. In that event, Task 1 will be completed within four (4) weeks from the time the official notice to proceed for Task 1 is received. The services in Task 1 will be completed for a lump sum fee of \$2,750. A detailed breakdown of the budget is provided in the attached worksheet.

KAI will complete Task 2 within three (3) months from the time the official notice to proceed is received. The City Council Meeting described in Task 3 will be held after the completion of the Final Technical Report. The total services in Tasks 1 through 3 will be completed for a lump sum fee of \$53,876.13. A detailed breakdown of the budget is provided in the attached worksheet.

We appreciate the opportunity to assist you on this project. Should you have any questions, please call me at 407-540-0555.

Sincerely,  
KITTELSON & ASSOCIATES, INC.

John R. Freeman, Jr., P.E., PTOE  
Senior Principal

Attachment

# SCOPE OF SERVICES

## Task 1: Guidance for Policy Revisions

The City's policy (Resolution 97-91) regarding marked crosswalks is dated in the late 1990s. More recent guidance on bicycle and pedestrian safety and design has been made available in transportation manuals and guidebooks, including the *Manual on Uniform Traffic Control Devices (MUTCD)*, the *FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Green Book)*, and the *FDOT Traffic Engineering Manual (TEM)*. KAI will review the City's policy and provide suggestions for revisions to incorporate the latest industry guidance on marked crosswalks at controlled or uncontrolled locations, while taking into account Sanibel's unique barrier-island character and community. The review and suggested revisions will be documented and provided to the City in a technical memorandum.

No in-person meetings are included in this task. If the City requires any meetings associated with this task, KAI will bill the City on an hourly basis, including travel, using the contract bill rates in the attached budget spreadsheet.

## Task 2: Bicycle-Pedestrian Plan

KAI will consider the feasibility of various alternatives for enhancing bicycle-pedestrian access to destinations on both sides of the roadway at three locations in Sanibel:

- Periwinkle Way between Bailey Road and Elinor Way;
- The Periwinkle Way/Casa Ybel Road intersection; and,
- Tarpon Bay Road between Periwinkle Way and Island Inn Road.

This task will include the data collection and analysis necessary to complete the bicycle-pedestrian plan for the three locations. The following related sub-tasks are included:

- a) Data Collection
  - Request from the City available information on the Periwinkle Way and Tarpon Bay Road shared use path volumes, as obtained by survey in 2006 and 2012.
  - Obtain available average daily traffic (ADT) volumes from Lee County and from the Florida Department of Transportation (FDOT) for Periwinkle Way, Casa Ybel Road, and Tarpon Bay Road.
  - Collect turning movement volumes during the peak 4 hours of the adjacent multi-use paths (as identified from the 2012 shared use path data) at the following intersections:
    - Periwinkle Way with Bailey Road
    - Periwinkle Way with Elinor Way

- Periwinkle Way with Casa Ybel Road
- Periwinkle Way with Tarpon Bay Road
- Tarpon Bay Road with Island Inn Road

These volumes will include pedestrian and bicycle movements at the intersections.

- Collect mid-block pedestrian crossing volumes during the turning movement volume collection period(s) at the following locations:
    - Periwinkle Way, 300 to 700 feet west of Bailey Road
    - Periwinkle Way, 100 to 400 feet west of Casa Ybel Road
    - Tarpon Bay Road, 200 to 600 feet south of Periwinkle Way
  - Conduct bi-directional spot speed and time gap studies during the turning movement volume collection period(s) at the following locations:
    - Periwinkle Way, west of Bailey Road
    - Periwinkle Way, near Casa Ybel Road
    - Tarpon Bay Road, south of Island Inn Road
  - Request from the City and Lee County crash records between 2008 and 2012 for the three study areas.
  - Request from the City layouts of the existing roadway right-of-way maps at the three locations of interest.
  - Obtain available crash data on the segments from the FDOT's Crash Analysis Reporting (CAR) System.
  - Conduct a field review of the three project areas to document existing conditions information.
- b) Historical Crash Analysis
- Review bicycle and/or pedestrian-related crashes over the past 5 years identified from the crash data obtained in Task 2(a).
  - Identify crash patterns and possible contributing factors associated with the bicycle/pedestrian-related crashes, if applicable.
- c) Bicycle-Pedestrian Path Alternatives
- The feasibility of various alternatives for improving bicycle-pedestrian access will be considered.
  - The alternatives to be considered to enhance access to the north side of Periwinkle Way west of Bailey Road will include:
    - Construct a new bicycle-pedestrian path on the north side of Periwinkle Road, extending from Bailey Road west to the retention settling pond,
    - Install a mid-block crossing on Periwinkle Way, between Bailey Road and Elinor Way,

- Upgrade the existing dirt hiking trail on the north side of the commercial properties, which runs from Bailey Road west to the retention settling pond, or
  - Some combination of the above alternatives.
  - Improvements to be evaluated at the Periwinkle Way/Casa Ybel Road intersection will include:
    - Enhance driver compliance at crosswalks through active treatments such as rectangular rapid flash beacons or in-pavement flashers,
    - Enhance crossing visibility by signing, striping, and/or lighting improvements,
    - Modify curb radii to shorten crossing distances,
    - Modify the crosswalk configuration,
    - Consideration of intersection enhancements to improve vehicular operations (geometric or traffic control), or
    - Some combination of the above alternatives.
  - The following improvements will be considered for the Tarpon Bay Road segment:
    - Extending the pathway on the west side of Tarpon Bay Road to the south,
    - Modify curb radii to shorten crossing distances,
    - Mark a new crosswalk,
    - Enhance crossing visibility by signing, striping, and/or lighting improvements, or
    - Some combination of the above alternatives.
  - The alternatives feasibility analysis will include consideration of the following elements from a planning level perspective:
    - Order-of-magnitude costs
    - Impact to natural resources
    - Options for phased implementation
- d) Bicycle-Pedestrian Plan Report
- KAI will produce a DRAFT technical report detailing the methodology, analyses and findings of Task 2.
  - The DRAFT report will be submitted to the City for review and comment.
  - After receiving the City's feedback on the DRAFT report, a FINAL technical report will be produced. Three (3) copies will be provided to the City upon completion.

### **Task 3: Meetings**

Up to three meetings are included in this scope of services, as follows:

- Project Kickoff Meeting/Initial Field Review (Sanibel) – KAI will conduct on-site field reviews for the three locations as discussed in Task 2(a) and will hold a kick-off meeting with City staff to discuss the project background and historical information.
- Checkpoint Review (go-to meeting) – KAI will hold a checkpoint review meeting with the City after the preliminary screening of alternatives is complete and conclusions are being developed. The format of this meeting will be an online go-to meeting and conference call.
- Draft Report Review (go-to meeting) – KAI will hold a review meeting with the City after the draft report submittal to discuss the City's review comments and potential revisions for the final report. The format of this meeting will be an online go-to meeting and conference call.
- City Council (Sanibel) – KAI will present the findings of the Bicycle-Pedestrian Plan to the City Council after the completion of the FINAL technical report in Task 2.

If the City requires any additional meetings beyond the three provided above, KAI will bill the City on an hourly basis, including travel, using the contract bill rates provided in the attached budget spreadsheet.

### **Project Schedule**

Kittelson and Associates, Inc. will complete Task 1 within four (4) weeks from the time the official notice to proceed for Task 1 is received.

Tasks 2 and 3 may be authorized separately from Task 1. If authorization to proceed is received in February 2013, the data collection and field review items in Tasks 2 and 3 will be completed by the end of March 2013. Task 2 will be completed within three (3) months from the time the official notice to proceed is received. The City Council Meeting described in Task 3 will be held after the completion of the Final Technical Report.

### **Contract**

At the City's request, Kittelson and Associates, Inc. has produced several existing contracts with local governments and government agencies within the state of Florida to demonstrate our qualifications and relative fee schedule for this project work. Our agreement with the City of Sanibel will be associated with the Continuing Services for Growth Management contract that we currently hold with the Florida Department of Transportation, District 5. That contract and associated rate schedule, which will be used our agreement with the City, are included in Appendix A.

**BUDGET FOR SANIBEL BICYCLE-PEDESTRIAN STUDY**  
1/29/2013

Task	Description	Project Manager	Chief Engineer	Engineer	Senior Planner	Accounting	Clerical	Total Hours/ Cost
<b>1.0</b>	<b>GUIDANCE FOR POLICY REVISIONS</b>	3	3	12	0	0	1	18
	Review policies/guidelines	2	1	4	0	0	0	7
	Prepare technical memorandum of suggested revisions	1	1	8	0	0	1	11
<b>2.0</b>	<b>BICYCLE-PEDESTRIAN PLAN</b>	43	17	125	20	0	3	208
a	Data Collection							
	Review shared use path data	1	0	4	0	0	0	5
	Obtain ADTs from County/FDOT	0	0	1	0	0	0	1
	Review intersection TMCs	2	0	3	0	0	0	5
	Review mid-block pedestrian crossing data	2	0	2	0	0	0	4
	Review spot speed data	1	0	1	0	0	0	2
	Review time gap data	1	0	1	0	0	0	2
	Request existing right-of-way maps from City	0	0	1	0	0	0	1
	Request crash data from City/County	0	0	2	0	0	0	2
	Obtain crash data from CAR system	0	0	4	0	0	0	4
b	Historical Crash Analysis							
	Isolate bike/ped crashes	0	0	4	0	0	0	4
	Create crash diagram	2	0	2	0	0	0	4
	Identify crash trends	2	1	2	0	0	0	5
	Identify contributing factors	2	1	2	0	0	0	5
c	Bicycle-Pedestrian Path Alternatives							
	Periwinkle at Bailey	6	3	24	6	0	0	39
	Periwinkle at Casa Ybel	6	3	24	6	0	0	39
	Tarpon at Periwinkle	6	3	12	4	0	0	25
d	Report							
	Preparation of Draft Report	8	4	24	4	0	2	42
	Preparation of Final Report	4	2	12	0	0	1	19
<b>3.0</b>	<b>MEETINGS</b>	34	16	24	0	0	2	76
	Initial Field Review (inc. travel to/from Sanibel)	12	0	12	0	0	0	24
	Kickoff Meetings	4	0	4	0	0	0	8
	Checkpoint Review	2	2	2	0	0	0	6
	Discuss Draft Report comments/revisions with City	2	2	0	0	0	0	4
	Materials for City Council Presentation	4	2	8	0	0	2	16
	Presentation to City Council (inc. travel to/from Sanibel)	10	10	0	0	0	0	20
	Project Management	12	0	6	0	0	0	18
	<b>Total Hours/ Cost</b>	<b>89</b>	<b>38</b>	<b>180</b>	<b>20</b>	<b>0</b>	<b>6</b>	<b>333</b>
	Contract Billing Rate	\$52.47	\$84.73	\$35.03	\$54.45	\$27.99	\$18.22	
	<b>Total Labor Cost</b>	<b>\$4,827.24</b>	<b>\$2,265.55</b>	<b>\$5,920.07</b>	<b>\$1,089.00</b>	<b>\$55.98</b>	<b>\$109.32</b>	<b>\$14,267.16</b>
	<b>Task 1</b>							<b>\$14,267.16</b>
	Direct Labor							\$ 31,774.39
	Overhead (% of DL)		222.71%					\$ 3,138.78
	Operating Margin (% of DL)		22.00%					\$ 1,326.27
	Direct Expense (% of DL)		9.31%					\$ 50,508.60
	Subtotal							\$ 32.53
	FCCM		0.228%					\$ 50,541.13
	<b>Task 1 Total</b>							<b>\$ 50,541.13</b>
	Outside Consultants:							\$ 3,335.00
	Quality Counts (4-hr TMC (x5), 4-hr Mid-block Ped Count (x3), 4-hr Spot Speed/Time Gap study (x3))							\$ 3,335.00
	<b>Total Cost</b>							<b>\$ 53,876.13</b>

Appendix A Contract and Fee  
Schedule



## Florida Department of Transportation

**CHARLIE CRIST**  
GOVERNOR

719 South Woodland Boulevard  
DeLand, FL 32720-6834

**STEPHANIE C. KOPELOUSOS**  
SECRETARY

July 31, 2008

Mr. Karl Passetti, P.E.  
Project Manager  
Kittelson & Associates, Inc.  
225 E. Robinson Street, Suite 450  
Orlando, Florida 32801

Subject: Standard Professional Services Agreement execution  
Project Description: Continuing Services Contract for Growth Management  
Financial Project ID Nos. 405854-1-12-05

Dear Mr. Passetti:

Enclosed is your executed agreement on the project referenced above, dated July 31, 2008 between your firm and the Florida Department of Transportation.

Please be reminded that Ms. Judy Pizzo, Project Manager, must approve any changes in key staff in advance. In addition, she can possibly arrange for you to have computer access, if needed.

If you have any questions, please feel free to contact me at (386) 943-5515 or Ms. Pizzo at (407) 482-7880.

Sincerely,

A handwritten signature in black ink that reads "Lisa M. Hightower". The signature is written in a cursive style.

Lisa M. Hightower  
Contract Writer  
Professional Services  
District Five

LMH

cc: Mr. Steven Kegel (2)  
Ms. Judy Pizzo  
PSA File

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STANDARD PROFESSIONAL SERVICES AGREEMENT**

375-030-12  
PROCUREMENT  
OGC - 02/08  
Page 1 of 2

Contract No. C-8R18  
FDOT Financial ID No.(s) 405854-1-12-05

F.A.P. No. N/A

THIS AGREEMENT, made and entered into this 31<sup>st</sup> day of July 2008, by and  
(This date to be entered by DOT only)  
between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the  
Department and Kittelson & Associates, Inc.  
(F.E.I.D. No. F930964447-001) of 225 E. Robinson Street, Suite 450 Orlando, Florida 32801

authorized to conduct business in the State of Florida, hereinafter called the Consultant, agree as follows:

The Consultant and the Department mutually agree to abide by the Department's **Standard Professional Services Agreement, Terms**, dated February, 2008 which are available as an appendix to this form in the Department's Professional Services web site or from the Department's Office of Procurement. The **Standard Professional Services Agreement Terms**, with the exception of the following non-applicable sections:  
N/A

are incorporated by reference and made a part of this Agreement.

1. **SERVICES AND PERFORMANCE**

- A. The Department does hereby retain the Consultant to furnish certain services as described in Exhibit "A", attached hereto and made a part hereof, in connection with  
Continuing Services Contract for Growth Management
- B. Unless changed by written agreement, the site for inspection of work referenced in Section 1.1 of the **Standard Professional Services Terms**, will be 315 East Robinson Street Suite 400 Orlando, Florida 32801

2. **TERM**

- A. Unless otherwise provided herein or by Supplemental Agreement or Amendment, the provisions of this Agreement will remain in full force and effect through completion of all services required of the Consultant or a 5 year term from the date of execution of this Agreement, whichever occurs first.

B. Check applicable terms

The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of this Agreement, on the date specified in the written notice to proceed from the Department's \_\_\_\_\_ which notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services within \_\_\_\_\_ months of the commencement date specified in the notice to proceed or as modified by subsequent Amendment of Supplemental Agreement.

The project services to be rendered by the Consultant for each task assignment will commence, upon written notice from the Department's Director or designee, and will be completed within the time period specified in each task assignment. All services performed under this contract will be completed within 60 months from the date of this Agreement. The total fee for all accumulated task assignments may not exceed \$5,000,000.00.

The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of this Agreement, on the date specified in the written notice to proceed from the Department's \_\_\_\_\_ which notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services within \_\_\_\_\_ calendar days following completion of the construction contract(s) with which consultant services are associated. The anticipated length of the consultant services is \_\_\_\_\_ months.

3. **INSURANCE**

The amount of liability insurance to be maintained by the Consultant in accordance with Section 4.B of the Standard Professional Services Agreement Terms is \$500,000.00

4. **SUBCONTRACTS**

The following subconsultants are authorized under this Agreement in accordance with Section 7.A. of the Standard Professional Services Agreement Terms:

Accurate Traffic Counts, Inc.; Dyer, Riddle, Mills & Precourt, Inc.; GGI, LLC d/b/a Genesis Group  
\_\_\_\_\_  
\_\_\_\_\_

5. **COMPENSATION**

The Department agrees to pay the Consultant compensation as detailed in Exhibit "B", attached hereto and made a part hereof.

6. **MISCELLANEOUS**

A. Reference in this Agreement to Director will mean the Director of Transportation Development

B. The services provided herein  do  do not involve the expenditure of federal funds. In the event federal funds are involved, Section 9 of the Standard Professional Services Agreement Terms is incorporated by reference.

C. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein.

Page A-1 through Page A- 9 : Exhibit "A", Scope of Services  
Page B-1 through Page B- 6 : Exhibit "B", Method of Compensation

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

Kittelson & Associates, Inc.

Name of Consultant

BY: Wayne K. Kittelson

Authorized Signature

Wayne K. Kittelson

(Print/Type)

Title: President

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: George S. Lovett

George S. Lovett

(Print/Type)

Title: Director of Transportation Development

**FOR DEPARTMENT USE ONLY**

APPROVED:

Francis Wood

Professional Services Unit

*mf*

LEGAL REVIEW:

M. Jones

General Counsel Office

EXHIBIT "A"

SCOPE OF SERVICES

FOR

CONTINUING SERVICES CONTRACT FOR GROWTH MANAGEMENT

---



DISTRICT FIVE

FINANCIAL PROJECT ID: 405854-1-12-05

**SCOPE OF SERVICES**  
**FOR**  
**CONTINUING SERVICES CONTRACT FOR GROWTH MANAGEMENT**

**I. PURPOSE**

The Department requires the professional services of a consultant or a consultant team to provide support to Intermodal Systems Development (ISD) staff, primarily the Growth Management Unit. The work involves general transportation planning analysis, review and evaluation of land development proposals and transportation impacts, application of Department's policies and procedures, and Federal guidelines and manuals, and other activities described in the following task descriptions. The Consultant should minimize the ISD staff's need to apply its own resources to assignments authorized by the Department.

**II. TASK DESCRIPTIONS**

The Consultant may be requested to assist the ISD staff in performing general transportation planning activities, as described in the foregoing individual tasks. All assignments are to be completed in accordance with Department policies, procedures, guidelines, and rules. Federal guidelines and manuals may be required as supplemental documents. All work is also to be accomplished according to professionally acceptable engineering and planning judgment and practices. The Consultant work will be managed by a Department Project Manager, who will provide a specific definition of the work to be performed by the Consultant for each major task, as defined below, through the issuance of a Work Order. The Work Order will include project requirements, schedules, manpower estimates, documentation, and total allowable project costs. The Work Order may also be for several tasks and authorized based on a maximum limiting amount. Such Work Orders will be developed in cooperation with the Consultant and issued to the Consultant prior to any work on the task being initiated. The following types of task descriptions may be assigned under the terms of this agreement.

**A. Review of Developments of Regional Impact (DRIs) and Florida's Quality Development (FQDs)**

The Consultant may be requested to review DRIs and FQDs. Review of DRIs and FQDs must be performed in accordance with Chapter 380, Florida Statutes (FS), Chapter 9J-2, Florida Administrative Code (F.A.C.), and FDOT Topic Paper 525-030-115-c, and other district procedures that may be formulated during the contract period. Additionally, the most recent edition of the FDOT Site Impact Handbook should be used as a reference. The Consultant may be required to assist Department staff in various community outreach efforts as part of this task.

Specific components of DRI/FQD review may include the following:

*1. DRI/FQD Pre-application Conference and Transportation Methodology Meeting*

The Consultant may be requested to review the information package submitted as part of the pre-application conference and transportation methodology meetings. The Consultant shall document for the Department all major issues, concerns, acceptable procedures, and other factors that must be addressed in the preparation of the specific DRI/FQD document. The Consultant may be requested to attend the pre-application conference and transportation methodology meeting upon the request of the

Department Project Manager.

*2. Review of the DRI/FQD Application for Development Approval (ADA)*

The Consultant may be requested to prepare a set of review comments for sufficiency determinations of the DRI/FQD ADA document within 14 calendar days upon receipt of the document or within Project Manager Requests at no extra charge; however, under some circumstances this review period may be shortened. The Consultant will review the transportation analysis section and comment if the technical information is consistent and complete as compared to the pre-application summary or transportation methodology agreement as well as with FDOT guidelines and standards. The technical review shall address existing traffic flow and roadway/intersection characteristics, access management, traffic forecasts, project trip generation, distribution, internal capture, pass-by, level of service analysis, significance and adversity analysis, traffic impact mitigation, transit and non-vehicle travel modes, and proportionate share calculation, if required. Particular attention should be applied to impacts to Florida Intrastate Highway System (FIHS) facilities. The review procedures should be in accordance with guidelines presented in the FDOT Site Impact Handbook.

*3. Review of Sufficiency Responses*

The Consultant may be requested to review responses to the sufficiency questions submitted by the DRI/FQD applicant as well as other reviewers and respond as necessary. Additional sufficiency questions may be developed by the Consultant based on new or insufficient information supplied by the applicant during the earlier sufficiency response phase.

*4. Review of the Regional Planning Council (RPC) Assessment Report*

The Consultant may be requested to review the Regional Planning Council Assessment Report to ensure that FDOT's conditions of approval recommendations are addressed and implemented.

*5. Review of Development Orders*

The Consultant may be requested to review and comment on the Development Order and any amendment(s) as drafted and/or adopted by the responsible local government. The Consultant review should evaluate the consistency between the DRI/FQD analysis and the Development Order conditions, and address how the latter affects the State Highway System.

*6. Review of Annual Reports and Modeling and Monitoring Reports*

The Consultant may be requested to obtain the DRI/FQD Annual Reports and review them when received. Annual reports provide a yearly summary of information about the progress of development and commitments to fulfill conditions of approval. A review of the Modeling and Monitoring (M&M) reports, that is an updated transportation analysis which will be included in the Work Order. The M&M report is a schedule for mitigation of impacts on significantly impacted roadways that operate below the adopted level of service (LOS) standard at the end of each project phase or sub phase. The Consultant will be required to review the schedule of roadway improvements necessary to achieve the adopted LOS standard, amount of development and its timing relative to the roadway improvement schedule. Generally, the Consultant will have two weeks to complete this review process. There may be instances when the Department would require a shorter review period from the Consultant.

### *7. Review of Modifications to Existing Approved DRIs and FQDs*

The review of Modifications to Existing Approved DRIs and FQDs may involve review of Notifications of Proposed Changes (NOPCs) and Substantial/Nonsubstantial determinations. This review involves an assessment of potential transportation related impacts due to changes to land uses and/or densities, or other revisions to the DRI/FQD that might change the transportation impacts of the project.

Review guidelines are as follows for NOPC and Substantial Deviation Reviews:

#### NOPC Review

- For NOPCs with no comments or the need for only minor clarifications, an average range would be between 4 and 6 hours of review time. This is viewed as a “best case” scenario and usually does not involve the need to review traffic analyses.
- For NOPCs that are determined not to be a substantial deviation, require the review of a reasonably complete traffic analysis, require a check of previous studies associated with the DRI, and require only one iteration, a reasonable range of review time would be between 8 and 12 hours of review time.
- For complex NOPCs that require a check consisting of redoing analysis or replicating results, checking previous studies in detail to determine past commitments, involve a contested status determination (review says it is a substantial deviation, applicant disagrees) and may require iterations, a reasonable range would be between 15 and 20 hours of review time.
- Unique cases beyond that described above may exist that are outside the ranges estimated. These will be discussed with the Department Project Manager on a case by case basis.

#### Substantial Deviation Review

- For a substantial deviation that is well done (i.e. analysis is correct and needed information is provided), does not have major impacts to the roadway system, and only needs minor clarifications, a reasonable range of review time would be between 10 and 14 hours of review time. This is viewed as a “best case” scenario.
- For a substantial deviation that requires a detailed review of mitigation measures, requires attendance at a meeting, requires a review of previous commitments, and requires detailed comments, a reasonable range of review time would be between 16 and 24 hours of review time.
- Unique cases beyond that described above often exist that are outside the ranges estimated. These will be discussed with the Department Project Manager on a case by case basis.

#### Development Order Review NOPC Review and Substantial Deviation Review

- For a development order that is well done (i.e. back-up information is provided, material is consistent with analysis and previous agreements, standard/common language), an average range would be between 1 and 4 hours of review time. This is viewed as a “best case” scenario and usually does not involve multiple iterations.
- For a development order that requires a detailed review of previous documentation, the need to research previous documentation, and the need to justify a recommended change to the language,

a reasonable range of review time would be between 1 and 6 hours of review time.

- Unique cases beyond that described above may exist that are outside the ranges estimated. These will be discussed with the Department Project Manager on a case by case basis.

All of the estimates are to provide general guidance and are not to serve as firm boundaries or categories in assigning or completing tasks. All DRI and general reviews are unique.

#### *8. Expedited Review Process Or Other Economic Development Applications or Requests*

The Consultant may be requested to review project development applications submitted to the Office of Tourism, Trade and Economic Development (OTTED) under the Expedited Review Process. Project development applications covered under the expedited review process and requiring FDOT review are often large-scale DRI-sized projects. However, the scope of review may be similar to that of a Comprehensive Plan Amendment (for smaller projects) or as large and complex as a DRI/FQD review. The Department's review comments shall be based upon State law and rule, and will normally be coordinated through the assigned coordinating agency (often a Regional Planning Council) as well as with the approving local government. Due to the nature of these reviews, the Consultant's review period may be shortened considerably from the normal two week to a 1-2 day review period.

#### **B. Review of Local Government Comprehensive Plan Amendments (LGCPAs)**

The Consultant may need to attend meetings with the Project Manager, and the Local Government to discuss issues/concerns. The Consultant may be required to review local government Comprehensive Plan Amendments (LGCPAs). Review of LGCPAs must be performed in accordance with the FDOT Topic Paper 525-010-101-b, Chapters 9J-5 and 9J-11, 9J-2.0256, F.A.C., and Chapter 163, F.S. and other district procedures that may be formulated during the contract period. The Consultant will be requested to prepare the Objections, Recommendations, and Comments (ORC) Reports for FDOT submittal to FDCA in response to the local government proposed action for comprehensive plan amendments. The Consultant review should ensure that the proposed plan amendments support and comply with statewide transportation policies, goals, and objectives.

Related work may include, but not be limited to, evaluation of and how it interfaces with adopted Comprehensive Plan Amendments (if applicable) as well as the following considerations:

- Identify Strategic Intermodal Systems (SIS) projects in review area;
- Transportation concurrency management systems and concurrency reviews;
- Level of Service standards;
- Proposed change in the land use classification adopted in the Future Land Use Map series;
- DRI-based comprehensive plan amendments, community redevelopment plans, transportation concurrency management areas, and transportation concurrency exception area applications;
- Other growth and development related issues that could impact the State Transportation System or facilities, particularly the FIHS and the SIS;
- Determine if there is consistency between local government Capital Improvement Plan and FDOT work program.

The Consultant review process should address whether the analysis measurement techniques are professionally acceptable and consistent with the Highway Capacity Manual, the Department's Level of Service Standards and Guidelines Manual, the Site Impact Handbook, and general planning

practice. (Note: Shall use current version of each) The Consultant may be required to assist Department staff in various community outreach or coordination efforts as part of this task.

### **C. Review of Evaluation and Appraisal Reports (EARs) of Comprehensive Plans**

The EAR process is an assessment of the success or failure of the local government comprehensive plan and identification of changes in state policy on planning and growth management. The Consultant may be requested to review materials related to the adoption of a Local Government Comprehensive Plan Evaluation and Appraisal Report (EAR) or EAR-based amendment. The Consultant should document all major issues/concerns, acceptable practices and applicable procedures, and other factors that should be incorporated into the EAR or Amendment submittal. The Consultant may need to attend meetings with the Project Manager and the local government to discuss issues or concerns. The Consultant may be required to assist Department staff in various community outreach and coordination efforts as part of this task. Related work may include but not be limited to evaluation of the adequacy of the following components of an EAR:

- Establish the Baseline Data – provides a summary of the data and analysis describing baseline conditions in the community as presented within each element of the comprehensive plan. It also provides a summary of current conditions based on the most current data available. A comparison of the baseline and current conditions establishes the basis for conclusions about the need to update the plan.
- Evaluate Achievement of Objectives – compares the plan’s objectives with the current conditions in order to determine whether or not the targets established in the objectives have been met.
- Analysis – analyzes current and emerging conditions and identifies why objectives may not have been achieved during the plan implementation period. Evaluates the extent to which the comprehensive plan may need to be revised to respond to current conditions and to address the issues identified during the EAR process.
- Identify Future Action – reviews the conclusions from each of the previous steps, examines alternative planning strategies, and identifies actions required to address the planning issues raised during the EAR process.
- Anticipated Amendments – identifies the plan amendments needed to implement the conclusions of the evaluation and appraisal of the comprehensive plan.

### **D. Traffic Analysis Review**

In addition to review of DRIs/FQDs and Comprehensive Plan Amendments, the Consultant may be requested to review and prepare various planning and operational reports/studies such as Master Development Plans, concurrency reports, capacity and level of service calculations, traffic blight studies, signalization, ramp/intersection analyses, design traffic reports, and other related transportation studies. The review process will be performed in accordance with applicable Department policies, guidelines, and procedures. The Consultant may be required to assist Department staff in various community outreach efforts as a part of this task.

### **E. Intergovernmental Coordination and Review (ICAR)**

The Consultant may be required to provide review assistance to the Department related to Intergovernmental Coordination and Review (ICAR). The process for state and local review, coordination and comment on proposed federal financial assistance applications and project activities

and the Coastal Management Program applications and activities, developed by the State in response to Presidential Executive Order 12372, which requires intergovernmental review of federal financial assistance applications and federal projects. The State Clearinghouse administers the coordination program. The Department reviews the applications according to the Florida State Clearinghouse Policy and Procedures Manual outlines the process and criteria for reviewing federal financial assistance applications and federal projects. Although the criteria is listed in the manual, the State Clearinghouse and the Department of Transportation have agreed to the development and use of review criteria specific to transportation for the applications review by the Department.

#### **F. Florida Intrastate Highway System (FIHS) or Strategic Intermodal System (SIS) Tasks**

The Consultant may be required to provide general assistance to the Department as related to the Florida Intrastate Highway System (FIHS) or Strategic Intermodal System (SIS) in a variety of transportation planning tasks. The Consultant may be required to perform or assist Department staff in performing a variety of multimodal transportation analyses.

Tasks may include, but are not limited to:

- The preparation of plans, reports, documents, or studies for the SIS and coordination of SIS projects and data.

#### **G. Development and Review of Interchange Justification Reports (IJRs) and Interchange Modification Reports (IMRs) and Related Documents**

- The Consultant may also be required to review and prepare comments on IJRs and IMRs and related documents submitted by private developers and other public agencies.

#### **H. Corridor (Facility) and Sub-Area Analysis**

The Consultant may be requested to prepare Corridor Reports and be required to analyze the existing data and to describe existing characteristics and operating conditions and to indicate any deficiencies. These services may include:

- Collection and analysis of existing data which may include, but not limited to, traffic data, accident data, land use data, access features, highway characteristics, transit service, signalization information, and environmental features.
- Analysis to identify transportation deficiencies and evaluate potential solutions and alternatives for identifying existing, new, or upgraded multimodal transportation facilities or Strategic Intermodal Systems (SIS) within the corridor. Analysis of environmental impacts of alternative corridors and/or modes may be required and evaluation and analysis of levels of service on transportation systems.
- Development of travel demand forecasts, which may include person, vehicle, and/or transit projections for either specific corridors or large area travel demand and/or transit rider ship analyses, as necessary for the corridor planning process.
- Identification of critical corridors, recommendations on improving corridors, and development of Corridor Reports. Evaluation of consistency of Corridor Reports and land development regulations. Coordination with local MPO Congestion Management System plans.
- Development and analysis of alternatives to the single occupancy vehicle. Develop and

recommend innovative approaches to enhance the mobility of people and goods.

- Develop Origin & Destination Studies, Intelligent Transportation Systems, and backlogged/constrained facilities list updates, as needed. The Consultant may be required to assist Department staff in various community outreach efforts as part of this task.

#### **I. Access Management Support**

The Consultant may be required to participate in the classification or reclassification of the State Highway System in accordance with established guidelines and any other supporting documentation. Services may include, but not be limited to, data collection, data summary, agency coordination, public involvement coordination, advertisements and documentation, as well as any other supporting tasks required to complete the access classification or reclassifications. The Consultant may be required to assist Department staff in various community outreach efforts as a part of this task. Activities under this task will comply with Department Topic Number 525-030-155 and Chapters 14-96 and 14-97, F.A.C. Rule, and other district procedures that may be formulated during the contract period.

#### **J. Modeling and Related Software Support**

Consultant services covered under this task include development, calibration, and validation of highly technical transportation forecasting models. These services may include data collection; surveys; programming; development and implementation of new model structures and procedures; sub-area validation; merging of existing models; validation and calibration of state of the art model platforms. The Consultant may be required to develop or review model inputs and model outputs and provide advice as to the reasonableness of the model to accurately predict traffic demand forecasts.

The Consultant may be requested to execute and/or develop other software applications using Department approved software which will facilitate the conversion of data among various applications including, but not limited to, ARC/INFO, FSUTMS, TRANPLAN, TRANSCAD, HCS, SYNCHRO, CORSIM, PARAMICS, SimTraffic, TRANSYT 7F, and other software tools relevant to the Department's planning needs.

#### **K. GIS and Monitoring Systems Update**

The Consultant may be requested to develop Geographic Information System (GIS) applications utilizing the Planning Office GIS software. The task may include development and/or acquisition of data sets for use with GIS, data transfer interfaces between native data format and the GIS data format, data transfer interfaces with Microstation (DGN), Intergraph MGE format, and software subroutines to perform software integration, data manipulation, mapping, and analysis functions through GIS.

The Consultant may also be requested to upgrade and/or develop the Department's Transportation Automated Information Management System (TAIMS), which is a tool used to monitor the Department's Work Program schedule with prevailing roadway concurrency and level of service, local government comprehensive plan amendments, and major traffic generators. The purpose of this monitoring system is to enable the Department prioritize their Work Program more effectively based on capacity needs, federal, state and local government funding participation, and private development funding participation. This task may include software development, System Design, Database Design and Development and documentation.

#### **L. Functional Classification of Roadways and Jurisdictional Transfers**

The Consultant may be requested to functionally classify all public highways based on federal and/or state functional classification systems. In addition, the preparation of documentation for the transfer of roadway sections to or from the State Highway System may be requested. This documentation package normally includes location maps, right-of-way maps, roadway construction plans, and related correspondence. The Consultant would be required to coordinate with local government agencies and may be required to assist Department staff in various community outreach efforts as part of this task. In addition, the Consultant would be required to integrate or assist Department staff in the integration of this data into the Department's databases such as RCI and Transportation Automated Information Management System (TAIMS).

#### **M. Review of Other Planning Studies**

The Consultant may be required to provide, review, and comment on Planning Studies performed by, but not limited to the Local Governments, Metropolitan Planning Organizations and Private Developers.

#### **N. Data Collection and Preparation**

The Consultant may be required to compile data from existing sources, conduct surveys, perform traffic counts, and carry out other data collection activities, as required by the Department.

The Consultant may be required to assist the Department with surveys as follows:

- Design and prepare survey(s)
- Write scope of services for a survey(s) to determine trip generation, internal and pass-by capture percentages
- Identification of sample size and population to be surveyed
- Design and preparation of survey form
- Actual collection of data: The Consultant will also be required to compile, edit, geocode (if necessary), and prepare final data sets in formats compatible with existing systems and standard FDOT software.

Any traffic counts to be collected by the Consultant will be performed consistent with standards established by the Department and any other special procedures developed by the District. The Consultant may be required to analyze the data and prepare summary reports that may include conclusions and interpretations of the data.

#### **O. Public Involvement Activities**

The Consultant may be required to assist the Department in public involvement activities. This work may include Public Relations tasks, public notification, placement of advertising, meeting facilitation, coordination and attendance at public hearings/workshops, keeping of meeting notes and follow up documentation, scheduling and notification, and any other tasks related to public involvement activities.

### **III. RESPONSIBILITIES OF THE CONSULTANT**

A. The Consultant shall provide an overall Project Manager, located within the jurisdiction of District Five, who will be the primary point of contact for the Consultant for the scope, schedule, manpower coordination, negotiation of task man-hours and completion of all Task Work Orders. The Consultant may also assist the Department Project Manager in preparing Task Work Orders. The Consultant shall meet with the Department Project Manager on a regular basis and shall provide monthly progress reports by Task Work Order. These progress reports shall be the basis for evaluation and processing of invoices for payment.

B. The Consultant shall provide and maintain a list of staff of the following classifications that would be available to be assigned to specific Task Work Orders:

- Project Manager
- Senior Engineer
- Senior Planner
- Engineer
- Planner
- GIS/System Support
- CADD Technician
- Technician
- Clerical

C. The Consultant shall provide sufficient staff, either the specific staff person requested or acceptable staff at defined levels of expertise as agreed to by the Department's Project Manager, in a timely manner within the Task Work Order schedule. If, at any time, the Department's Project Manager determines that the number or expertise of particular staff assigned to a specific task is inadequate, the Project Manager shall coordinate with the Consultant Project Manager to remedy the situation so as to ensure the timely completion of the work.

D. The Consultant shall perform all analyses, develop recommendations, and document all work within the required time schedule as defined in the Task Work Orders.

E. The Consultant will perform all tasks in accordance with all FDOT Guidelines and Standards specified Department of Community Affairs (DCA) Rules, applicable Florida Statutes and other State laws and policies.

### **IV. DELIVERABLES**

The Consultant shall ensure that all contractual service documents and support forms have been prepared and submitted in an electronic file format acceptable to the Department. All graphics shall be provided to the Department in a photo read reproducible format. When appropriate, the Consultant will prepare maps and graphics using ArcInfo, ArcView, CADD, or other software approved by the Department.

All work prepared by the Consultant as part of this contract will be the sole property of the Department. Files, software, graphics, or any related materials developed for the District through the contract will be specified in each Work Order as deliverables.

The Consultant shall copy the Project Manager regarding all correspondence (phone calls, email etc.) with any and all representatives.

EXHIBIT "B"  
METHOD OF COMPENSATION  
C-8R18  
Financial Project ID No. 405854-1-12-05  
Continuing Services Contract for Growth Management

**1.0 PURPOSE**

This exhibit defines the method and limits of compensation to be made to the Consultant for the services described in Exhibit "A" Scope of Services, and the method by which payments will be made.

This is a Continuing Services contract subject to DEPARTMENT periodic review, approval, and satisfaction with the CONSULTANT's performance. This contract may be terminated by the DEPARTMENT at any time in accordance with Section 6, Termination and Default, (page 6 of 9) of the Standard Professional Services Agreement Terms, dated February 2008.

This Agreement shall have a term of five (5) years from the date of execution. The term may be extended only to allow completion of services authorized within this five year period. No new authorizations may be issued after the end of the five (5) years.

The DEPARTMENT shall request Consultant services on an as-needed basis. There is no guarantee that any or all of the services described in Exhibit "A" of this Agreement will be assigned during the term of this Agreement. Further, the Consultant is providing these services on a non-exclusive basis. The DEPARTMENT may, at its option, elect to have any of the services set forth herein performed by other consultants or DEPARTMENT staff.

**2.0 COMPENSATION**

For satisfactory completion of services authorized under this Agreement, the DEPARTMENT will pay the CONSULTANT a Total Maximum Limiting Amount not to exceed \$5,000,000.00. This is a task assignment type agreement. The DEPARTMENT will furnish the Consultant a task work order specifying the services to be performed and the fees to be paid for each project assigned under this agreement. The DEPARTMENT will confirm funds availability prior to issuing a task work order to the CONSULTANT.

The total amount of this agreement is expected to be funded by multiple appropriations. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Currently only \$250,000.00 of the total amount has been approved. Therefore, it is agreed that the Consultant will not be obligated to perform services nor incur costs which would result in exceeding the funding currently approved, nor will the DEPARTMENT be obligated to reimburse the CONSULTANT for costs or make fee payments in excess of currently established funding. The DEPARTMENT will provide written authorization through supplemental amendments when appropriations for subsequent fiscal years are available for this project.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient funding remains within the amount established for each assignment to complete authorized services. Changes to the amounts established for each work assignment shall require a supplemental amendment to the assignment. The CONSULTANT shall not be obligated to perform services nor incur costs which would result in exceeding the amount established for each assignment, nor will the DEPARTMENT be obligated to reimburse the CONSULTANT for costs or make fee payments in excess of the total funding established for each assignment, except when such amount is increased by a supplemental amendment.

The following firms are subject to a contract fee limit of \$250,000.00 for the term of the Agreement: Accurate Traffic Counts, Inc. and GGI, LLC d/b/a Genesis Group. This contract fee limitation may be removed at such time as the subconsultant firms submit an FDOT approved overhead audit performed by an independent CPA.

## **2.1 Summary of Compensation:**

Fees for each task work order will be negotiated either as a lump sum amount (fixed price), a limiting amount (cost reimbursement), or as a combination lump sum and limiting amount. Where lump sum amounts are established, fees will be negotiated in accordance with Section 2.2. Where limiting amount fees are established, compensation will be in accordance with Section 2.2. Compensation for direct expense costs may be included in task work order fees, in accordance with Section 2.2.

This Agreement does not involve the purchase of Tangible Personal Property, as defined in Section 273.02 Florida Statutes.

## **2.2 Details of Compensation:**

### LUMP SUM AMOUNTS

For task work order compensation elements established as lump sum, the DEPARTMENT may compensate the CONSULTANT in accordance with one or more of the following methods of payment.

#### Basic Services (LS-2):

The CONSULTANT will receive progress payments for these services based on the percentage of services that have been completed and accepted by the DEPARTMENT during the billing period.

#### Direct Expense Rate (when Salary Related Costs are a Limiting Amount) (LS-12):

The CONSULTANT will receive progress payments based on the percentage provided for direct expense rate in Table 4 of Section 5.0. Payments will be the tabulated percentage applied to approved direct salary costs, exclusive of premium overtime. Any balance remaining upon completion and approval of project services will be due at that time

### LIMITING AMOUNTS

For the following elements which are established as limiting amounts, the DEPARTMENT will compensate the CONSULTANT for all reasonable, allocable and allowable costs incurred in the categories defined below. The reasonableness, allocability and allowability of reimbursements sought under this Agreement are expressly made subject to the terms of this Agreement; Federal Acquisition Regulations; Office of Management and Budget Circulars A-21, A-87, A-102, and A-110; and any pertinent Federal and State law.

#### Salary Related Costs and Direct Expenses (LA-3):

Subject to the established limiting amount, the CONSULTANT will receive progress payments for direct salaries and wages for time/work effort expended by personnel in the performance of authorized work during the billing period, at the contract rates established in Table 5 of Section 5.0.

Administrative overhead and fringe benefit costs will be applied to approved salary and wage

costs (exclusive of premium overtime) at the combined overhead rate provided in Table 5 of Section 5.0.

The CONSULTANT will receive compensation for allowable Facilities Capital Cost of Money (FCCM) in association with salaries. FCCM will be calculated as a percentage of chargeable direct salary and wages exclusive of premium overtime, at the rates provided in Table 5 of Section 5.0.

The CONSULTANT will be compensated for direct expenses in association with salaries. Direct Expenses will be calculated as a percentage of chargeable direct salaries and wages exclusive of premium overtime at the rates provided in Table 5 of Section 5.0.

Salary Related Costs (when Expenses are Lump Sum) (LA-3):

Subject to the established limiting amount, the CONSULTANT will receive progress payments for direct salaries and wages for time/work effort expended by personnel in the performance of authorized work during the billing period, at the contract rates established in Table 5 of Section 5.0.

Administrative overhead and fringe benefit costs will be applied to approved salary and wage costs at the combined overhead rate provided in Table 5 of Section 5.0.

The CONSULTANT will receive compensation for allowable Facilities Capital Cost of Money (FCCM) in association with salaries. FCCM will be calculated as a percentage of chargeable direct salary and wages exclusive of premium overtime, at the rate provided in Table 5 of Section 5.0.

Loaded Billing Rates (LA-4) – Subject to the established limiting amount, the Consultant will be compensated for these services based on the rates provided in Table 6 of Section 5.0. No multipliers will be applied to these rates. Payment for such services will be based on approved time incurred during the billing period.

### 3.0 INVOICING PROCEDURE

The CONSULTANT will be eligible for progress payments under this agreement at monthly intervals or when individual tasks or mileposts defined in this agreement are completed or reached.

Invoices for this Agreement will be prepared by the CONSULTANT and submitted through the Department's web-enabled Consultant Invoice Transmittal System (CITS) Internet application. The invoices will be supported by such information as may be required by DEPARTMENT procedures to substantiate the charges being invoiced. The CONSULTANT will maintain for this purpose a job cost accounting system that is acceptable to the Department.

If requested by the DEPARTMENT, the final invoice for this agreement will be accompanied by a certified job cost summary report generated by the CONSULTANT'S accounting system. The report will include at a minimum the total number of hours and salary cost actually charged to the project, the total direct vehicle expense, the total miscellaneous direct expense, and total sub-consultant cost charged to the project.

The CONSULTANT will report subconsultant payments through the DEPARTMENT'S Equal Opportunity Reporting System on the Internet. Failure to submit a properly completed report may be cause for rejection of the invoice. Within thirty days after receipt of final payment, the CONSULTANT will submit final sub-consultant payments through the Equal Opportunity Reporting System. The CONSULTANT will pay all sub-consultants their proportionate share of payments received from the DEPARTMENT within thirty days of the CONSULTANT'S receipt of payment from the DEPARTMENT.

The DEPARTMENT will render a decision on the acceptability of services within five working days of receipt of the services, invoice, or progress report, whichever is later. The DEPARTMENT reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the DEPARTMENT. Any payment withheld will be released and paid to the CONSULTANT promptly when work is subsequently performed.

**4.0 PROJECT CLOSEOUT**

**4.1 Final Audit**

If requested, the CONSULTANT will permit the DEPARTMENT to perform an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under this Agreement are subsequently properly disallowed by the DEPARTMENT because of accounting errors or charges not in conformity with this Agreement, the CONSULTANT agrees that such disallowed costs are due to the DEPARTMENT upon demand. Further, the DEPARTMENT will have the right to deduct from any payment due the CONSULTANT under any other contract any amount due the DEPARTMENT.

**4.2 Certificate of Completion**

A Certificate of Completion will be prepared for execution by both parties stating the total compensation due the CONSULTANT, the amount previously paid, and the difference.

Upon execution of the Certificate of Completion, the CONSULTANT will either submit a termination invoice for an amount due or a refund for the overpayment, provided the net difference is not zero.

**5.0 COMPENSATION RATES**

The following tables are provided for definition of contractual rates. Table numbers not listed are not included in this document.

- Table 4 SALARY MULTIPLIERS
- Table 5 UNLOADED HOURLY RATES
- Table 6 LOADED BILLING RATES

<b>Table 4 Salary Multipliers</b>		
The multipliers below are fixed for 24-months from execution date of this agreement. At that time, these rates may be reviewed and revised for the remainder of the agreement.		
CONSULTANT	OPERATING MARGIN %	DIRECT EXPENSE % (Home Office)
Kittelson & Associates, Inc.	22.00%	9.31%

**Table 5  
Unloaded Hourly Rates**

**A. Multipliers for rates**

The multipliers below are fixed for 24-months from execution date of this agreement. At that time, these rates may be reviewed and revised for the remainder of the agreement.

CONSULTANT	OVERHEAD % (Home Office)	FCCM %	OPERATING MARGIN %	DIRECT EXPENSE % (Home Office)
Kittelson & Associates, Inc.	222.71%	0.228%	22.00%	9.31%

**Table 5  
Unloaded Hourly Rates**

**B. Contract Rates**

CONSULTANT	JOB CLASS/NAME	HOURLY RATES
Kittelson & Associates, Inc.	CADD/Computer Technician	\$22.03
	Chief Engineer	\$64.73
	Engineer	\$35.03
	Engineering Intern	\$28.95
	Project Manager	\$52.47
	Project Planner	\$32.85
	Secretary/Clerical	\$18.22
	Senior Accountant	\$27.99
	Senior Engineer	\$40.81
	Senior Planner	\$54.45
	Specialist	\$36.60

<b>Table 5</b>		
<b>Unloaded Hourly Rates (continued)</b>		
<b>B. Contract Rates</b>		
<b>CONSULTANT</b>	<b>JOB CLASS/NAME</b>	<b>HOURLY RATES</b>

<b>Table 6</b>
<p align="center"><b>LOADED HOURLY BILLING RATES</b>  <b>No multipliers will be added to the following rates.</b></p> <p>The rates below are fixed for 24-months from execution date of this agreement. At that time, these rates may be reviewed and revised for the remainder of the agreement.</p>
<p><b>CONSULTANT: ACCURATE TRAFFIC COUNTS, INC.</b></p>