

**MYRTLE CREEK IMPROVEMENT DISTRICT
BOARD OF SUPERVISORS' MEETING MINUTES**

FIRST ORDER OF BUSINESS

The Board of Supervisors' Meeting for the Myrtle Creek Improvement District was called to order on Monday, December 18, 2017 at 4:30 p.m. at 6900 Tavistock Lakes Blvd., Suite 200, Orlando, FL 32827. Board Members listed below constituted a quorum.

Jeff Macre	Chair
Donald Tubbs	Assistant Secretary
Bob Da Silva	Vice-Chair
Kam Shenai	Assistant Secretary
Kyle Scholl	Assistant Secretary (joined at 4:31 p.m.)

Also present were:

Joe MacLaren	Fishkind & Associates
Jennifer Walden	Fishkind & Associates
Tucker Mackie	Hopping Green & Sams
Jeff Newton	Donald W. McIntosh Associates
Larry Kaufmann	Construction Supervisor
Stephen Flint	Tavistock Development
John Florio	Donald W. McIntosh Associates (via phone at 4:32 p.m.)

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. MacLaren noted that there were no public comments at this time.

THIRD ORDER OF BUSINESS

**Consideration of the
Minutes of the November
21, 2017 Board of
Supervisors' Meeting**

Board Members reviewed the minutes from the November 21, 2017 Board of Supervisors' Meeting. Mr. Scholl joined the meeting in progress at 4:31 p.m.

On Motion by Mr. Macre, second by Mr. Da Silva, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved the Minutes of the November 21, 2017 Board of Supervisors' Meeting, as presented.

FOURTH ORDER OF BUSINESS

Consideration of Third Addendum to the Personnel Leasing Agreement with Lake Nona Management Company

Mr. MacLaren noted that he was alerted that the appropriate party should actually be Tavistock Development Management, LLC. He explained that the District's Developer who used to own all the land within the District has personnel staff that are trained and qualified and able to help out in keeping the landscaping and maintenance contractors in line. They have offered their services to the District free of charge and this Board could enter into this agreement and allow for the persons that are named in the agreement, Mr. Scott Gasaway and Mr. Stephen Flint, to provide those services. Mr. MacLaren noted that the other two Districts, Boggy Creek ID and Greenway ID, have approved this agreement. He provided an updated organizational chart. Ms. Mackie expressed that the entity in the indented language at the top of the agreement is identified as Lake Nona Management Company, LLC but is now Tavistock Development Management, LLC. Ms. Mackie proposed to bring back to the Board an actual Personnel Leasing Agreement with the appropriate entity that will no longer be an addendum but will replace the individual currently listed in the Personnel Leasing Agreement which is Ms. Patrice Ragusa and replaces her with the two individuals that Mr. MacLaren previously mentioned. She noted that there will be a similar change in entity to the Personnel Leasing Agreement that the District has for Construction Supervisor Services.

Mr. Macre asked Ms. Mackie if that means that Tavistock will then be managing landscaping. Ms. Mackie explained that Fishkind & Associates as well as the Tavistock group continues to work with the contractors. When the three Districts were formed there was an overall aesthetic that they wanted to be maintained development wide. It was determined that it would make sense to have someone who is identified on the constructions side and on the landscape side as well. It has benefitted the Districts to have someone on staff who could oversee the entire maintenance plan of all three Districts and specifically to the individual needs of each one. It reduces costs for the District to have them perform that function. Ms. Mackie noted that instead of the third addendum they are seeing in the agenda package it will be a new Personnel Leasing Agreement with Tavistock Development Management, LLC as opposed to a third addendum to an old leasing

agreement with an entity that no longer exists. Mr. Shenai asked if this will have any impact on the budget. Ms. Mackie responded that it has no impact on the budget and the individual who is identified in the Personnel Leasing Agreement has also served on the Construction Committee. There has been no proposed change to that as Ms. Ragusa still serves that role well and she will still sit on that committee. Mr. MacLaren stated that from a day to day operations perspective Mr. Reed will continue to work with Mr. Flint and the rest of the group.

Mr. Da Silva noted that his main concern was that he had never seen any cost, bill or invoice. Ms. Mackie said that there is a nominal amount in there and the only reason two people are listed is in the event that one person is unavailable the second person is also authorized to deal with the vendors directly and the agreement provides for that. He asked if she would come back with a new agreement and she confirmed. Mr. Macre requested the original Personnel Leasing Agreement to compare with the new agreement. Ms. Walden stated that she was able to find the original and the only change in the first and the second addendum is changing the individual. Ms. Mackie explained that it is a roster change and the District has done this twice before. There is no action required by the Board today. Mr. Macre asked what the purpose was of not just listing the position as opposed to the person. Ms. Mackie explained that the thought was because the District needed specific direction to authorize that person to interact with the vendor as opposed to someone who works for Fishkind which as a management entity is authorized.

FIFTH ORDER OF BUSINESS

Consideration of Public Facilities Report

Mr. MacLaren explained that the District is required to update this report every seven years and submit it to the local government so upon review and approval District staff will submit it to the City. He noted that it will also be available on the District's website. Mr. Shenai stated that he was recently looking for this and asked if the District had a mission statement. Mr. MacLaren said that his company manages over 80 CDDs throughout the State and he doesn't think any of them have a mission statement. Ms. Mackie noted that the preamble to Chapter 190 which is the enabling legislation for all CDDs, there is a good overview for the reason being for all Community Development Districts within the State of Florida. Ms. Mackie noted that she will send a copy of Chapter 189 and 190 to Mr. Shenai. Mr. MacLaren said that just because none of the other Districts have mission statements doesn't mean that Myrtle Creek can't have one. Mr. Shenai offered to create one. Mr. Macre stated that Lake Nona as a whole has a pretty solidified mission statement, vision, and concept for the community as a whole. Mr. Shenai said that if someone asked him what the CDD does, he wants to be able to give a very crisp and powerful statement for which he does not have yet and noted that all the Board Members should be able to do it. Ms. Mackie said that some resident controlled Boards set up workshops to talk about things in the community and one another on what they would like to see in the next few years.

On Motion by Mr. Scholl, second by Mr. D. Tubbs, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved the Public Facilities Report.

SIXTH ORDER OF BUSINESS

**Ratification of Requisition
Nos. 476 - 477 Approved in
November 2017 in an
amount totaling \$1,054.63**

Board Members reviewed Requisition Nos. 476 – 477 which were approved in November 2017 in an amount totaling \$1,054.63.

On Motion by Mr. Scholl, second by Mr. D. Tubbs, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District ratified Requisition Nos. 476 – 477 Approved in November 2017 in an amount totaling \$1,054.63.

SEVENTH ORDER OF BUSINESS

**Ratification of Operation
and Maintenance
Expenditures Paid in
November 2017 in an
amount totaling \$32,549.12**

Board Members reviewed the Operation and Maintenance Expenditures paid in November 2017 in an amount totaling \$32,549.12. Mr. MacLaren noted that the summary of those payments can be found behind Tab 5 in the agenda package. Mr. Macre stated that he noticed that BrightView charged and then credited the District multiple times and wanted to ensure that Mr. Reed was keeping them honest to charge the District the correct amount. Mr. MacLaren answered that he is and Ms. Lane is running the payments to them through him as well. He asked why the District would be charged and credited by BrightView. Mr. MacLaren said he wasn't sure why the District has the charge backs and will ask the Accountant. Mr. Macre said that some of the charges are listed two times or charged and credited. Mr. MacLaren noted that the summary isn't clear and noted that the District Manager is requesting the approval of two payments for BrightView, one for October and one for November. Mr. Macre noted that the Payment Authorizations for BrightView don't match the ledger. Ms. Walden noted that the BrightView Payment Authorization

on No. 326 was paid in December which is why it is not showing up on the ledger because the ledger is only for the November updates.

On Motion by Mr. Macre, second by Mr. Da Silva, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District ratified the Operation and Maintenance Expenditures Paid in November 2017 in an amount totaling \$32,549.12.

EIGHTH ORDER OF BUSINESS

**Recommended Work
Authorization/Proposed
Services**

Mr. Kaufmann stated that there are some Work Authorizations for this District. He explained that the first is for design and construction services with DWMA for the Performance Drive Phase 3 (Minutes Exhibit A) and the graphic on the last sheet of the proposal depicts the area. He noted that it is for 2,500 lineal feet of a four-lane roadway and this project continues on the existing road that is there and there are some modifications to the intersection to accommodate the roadway as part of this agreement. This project is in a Funding Agreement with the Developer and there are no bond proceeds available for it and will be completely funded by the Developer until such time as bonds are sold. Mr. Da Silva asked if it includes a signalized intersection. Mr. Kaufmann said that it does not include a signal and there would be a separate proposal issued if the signal is warranted. Mr. Da Silva asked if there will be crosswalks at that intersection. Mr. Kaufmann noted that there are no crosswalks at that intersection at the current time but he will make sure it does. Mr. Da Silva said the District needs to have a legal and safe way to cross the street at that intersection and wants to make sure that there is a complete scope of work in there. Mr. Kaufmann noted that once it is submitted to the City and if it was not in there they would add it anyway but he will make sure that a complete crosswalk system at that intersection is included. Ms. Mackie asked Mr. Kaufmann if the Developer has reviewed this too because she wants to make sure that they sign off on it before the District enters into the work authorization so any comments they might have are incorporated. Mr. Kaufmann noted that the Developer has seen it although it was revised today so they have not seen the revisions. Ms. Mackie asked that the Board's approval be subject to further review, comment, and acceptance by the Developer. Ms. Mackie noted that this is outside of the current Master CIP that the District adopted and used bond financing for. The District had approved a Wellspring Performance Drive CIP that identified an additional project for which existing residents would not be responsible for but the serviced property that benefits from this aspect may be assessed ultimately. Ms. Mackie noted the District acquired a portion of this right-of-way known as Wellspring fully completed and the Developer engaged in the construction of that right-of-way and now that this work is in an approved Engineer's Report the District is the

proper party to contract for this work. Ultimately when the bid goes out it will go out through this District to publicly bid that project to the list of prequalified contractors who will ultimately construct it even though the Developer will fund it until such time as bonds are issued if they are.

On Motion by Mr. Macre, second by Mr. Scholl, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved the Work Authorization for design and construction services with DWMA, Inc. for Performance Drive Phase 3 in the amount of \$330,195.00 subject to review, comment and acceptance by the Developer.

Mr. Kaufmann explained that the second Work Authorization is from DEVO Engineering for geotechnical services in the amount of \$8,440.00 (Minutes Exhibit B). He added that this is also funded through the Developer Funding Agreement.

On Motion by Mr. Scholl, second by Mr. D. Tubbs, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved the Work Authorization from DEVO Engineering for geotechnical services in the amount of \$8,440.00.

Mr. Kaufmann presented a Work Authorization from CFL Geological Solutions for the investigation of underground utilities and pipes for Performance Drive Phase 3 in the amount of \$8,735.00 (Minutes Exhibit C). He also noted that this is also funded by the Developer.

On Motion by Mr. Scholl, second by Mr. Da Silva, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved the Work Authorization from CFL Geological Solutions for the investigation of underground utilities for Performance Drive Phase 3 in the amount of \$8,735.00.

NINTH ORDER OF BUSINESS

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

Board Members reviewed the Statement of Financial Position and Budget to Actual through today's date. Mr. MacLaren stated that through the first two months of the District's fiscal year

the District had incurred \$57,000.00 in actual expenses vs. a budget of \$111,000.00. The District is currently under budget. There was no action required.

TENTH ORDER OF BUSINESS

Staff Reports

District Counsel – No Report

District Manager – No Report

District Engineer – Mr. Florio noted that the individuals at Universal Sign are working on the last parts of the RRFB that the City was asking for so that will get re-inspected. He also explained that he received feedback about additional signage at the Interchange where it connects to Lake Nona Boulevard and noted that they are out with an RFP now to select a new sign Contractor. They told Mr. Florio that they would be happy to deal with the signs but it would be 3-5 months before they can get it done because of their procurement process. He and the Chair discussed reaching out to them and offering to fund it if it can be done quicker but he has not received a reply back. The signs could probably be built for \$2,500.00 but the question Mr. Florio noted is how quickly they could do it if the District doesn't wait for them to get a new vendor. Mr. Florio was going to ask CFX if they can get it done quicker if the District pays for it. Mr. Florio noted that the Board could take up a motion today to allocate some amount of money to funding these two signs provided CFX agrees to get them done within 60 days instead of waiting for the procurement process. Mr. Florio's suggestion is a motion authorizing a not-to-exceed amount of \$2,500.00 provided CFX agrees to install the two signs within 60 days. Mr. Macre asked Mr. Florio if the District needs to do the wrong way signs. Mr. Florio stated that those are already existing and planned to stay. They would be adding two yield to pedestrian crosswalk signs. Mr. Florio noted that the District is in their right-of-way and must comply with their requirements. Mr. Da Silva raised concerns about the costs. Mr. Florio suspects that the District can get the cost shared by all three Districts as a maintenance item. The Board discussed any liability issues. Ms. Mackie noted that if the District chooses to wait they will not incur any additional liability for that wait time. Mr. Macre asked if the District can stay on top of CFX installing the signs. Mr. Florio

agreed that he can do that. The Board Members decided that the District will wait and let CFX handle the installation.

Construction Supervisor – No Report

ELEVENTH ORDER OF BUSINESS

**Supervisor Requests,
Audience Comments
& Adjournment**

Mr. Shenai discussed the flickering floodlights. Mr. MacLaren noted that Mr. Reed said they will be removed tomorrow. Mr. Shenai noted that there is one light that was not on at all which is located on Narcoossee taking a left on Lake Nona Boulevard and the right monument has no lights. He asked if there is an inventory of lights that are not working. Mr. Macre noted that Mr. Reed identified all the lights that have failed or not meeting the functionality of the normal lights. He added that the Board previously looked at the cost of fixing some of the lights or replacing them and it was more cost effective to replace all of the large lights which is what took so long. The ones being removed tomorrow are the flickering lights and all of the lights that have failed. Ms. Walden noted that the shipment is going out on Thursday and Mr. Reed has them ready to go so as soon as they come in they will be replaced. Mr. Macre noted that some of the sconces were damaged or fell off during the storm. Mr. MacLaren will get the inventory list from Mr. Reed and circulate it to the Board Members.

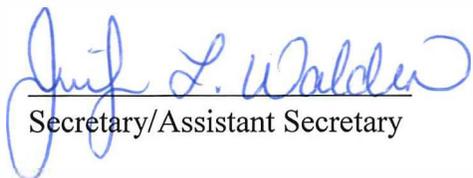
Mr. Shenai asked about the sinkhole issue and asked if there was an official statement regarding the cause of the sinkhole. Ms. Mackie stated that the District does not control the right-of-way in which it occurred and the City has the responsibility for the additional right-of-way as well. So, the District has no position and does not have any information other than what has been in the news reports. She added that the District isn't going to make any statements on the record because the District does not have any responsibility for this and she wouldn't want anything included within the minutes of this District that would suggest otherwise. Mr. Da Silva said that there could be a discussion outside of the Board meeting as it is not a Board item.

Mr. Shenai brought up that at the last Board meeting the Board talked about the tree that had fallen and the next day it was gone but there is still a depression in the mound and asked if there was any progress on that. Mr. Kaufmann said that it should be included in the scope of work. Mr. Flint stated that they are waiting because it is cheaper to remove the stump out when the tree is replaced so that the District does not pay double for the machinery.

Mr. Flint noted that he thinks the District is seeking FEMA reimbursement for some of the lights on the bridge that were damaged. Ms. Walden said that the District is going to try and noted that

it is a very lengthy process and there are certain things that they will and will not cover and the District must follow their rules and guidelines. Mr. MacLaren introduced Stephen Flint to the Board. He is the individual being proposed to add to the Personnel Lease Agreement. Mr. Macre brought up issues with streetlights being out down the whole strip around Village Walk. Mr. Da Silva mentioned some issues with the KPMG site and he wants to make sure that Mr. Flint and the Fishkind group are monitoring the construction as it is finishing up and the District is sure all the landscape is repaired, the trails are repaired and making sure everything is enforced. Mr. Flint said that he has been on top of them and told KPMG that he does not think they included all of the damage that their employees are doing and some of that was in getting the irrigation repaired to. He doesn't think that they knew when they cut the irrigation it shut off 1,000 feet of roadway. It is now reconnected and he has told them that the District will bill that to the job as the District is not picking up the bill for that.

On Motion by Mr. Scholl, second by Mr. D. Tubbs, with all in favor, the December 18, 2017 Meeting of the Board of Supervisors for the Myrtle Creek Improvement District was adjourned.


Secretary/Assistant Secretary


~~Chair~~/Vice Chair

MYRTLE CREEK

~~BOGGY CREEK~~ IMPROVEMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

Project Name: Performance Drive Phase 3

Brief Description: Survey, Design, Redesign of LN Blvd.

Name of Consultant /Vendor: DWMA, Inc.

Is this work pursuant to an existing Agreement? Yes No

If so, name and date of Agreement: Service Agreement / Funding Agreement

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

Are the services required contemplated in the Capital Improvement Yes No

Is this a continuation of previously authorized work? Yes No

Proposal attached: Yes No

Form of Agreement Utilized: _____

Amount of Services: \$ 330,195.00

Recommendation: Approve Deny

By:  Date 12/18/17

Larry Kaufmann, Chairman
~~Boggy Creek~~ Improvement District Construction Committee
MCID

- c: Joe MacLaren
- Jennifer Walden
- Tucker Mackie
- John Florio



**DONALD W. McINTOSH
ASSOCIATES, INC.**

December 11, 2017
REVISED December 18, 2017

Mr. Jeff Macre, Chairman
Myrtle Creek Improvement District
12051 Corporate Boulevards
Orlando, FL 32817

Subject: Performance Drive Phase 3 (±2,500 lf) Survey, Design, Redesign of Lake Nona Blvd. Intersection (±1200 lf) and Permitting and Construction Phase Services (South End of Performance Drive Phase 2 to Lake Nona Blvd)
DWMA Job No. 17172.001 – 17172.041

Dear Mr. Macre:

As requested, Donald W. McIntosh Associates, Inc. (DWMA) is pleased to submit for your consideration this work authorization to provide professional surveying and engineering services to the Myrtle Creek Improvement District (MCID) (“CLIENT”) for Performance Drive Phase 3 (±2,500 lf of 4-lane divided roadway) from the south end of Performance Drive Phase 2 (f/k/a USTA Boulevard Phase 2) and redesign of Lake Nona Blvd. intersection (±1200 lf) (“Project”). The scope of this proposal includes preparation of a boundary survey, preliminary plat, final plat recordation and processing, utility locations, preparation and submittal of construction drawings and technical specifications, design of the offsite stormwater management system, plan processing and construction phase services.

CIVIL ENGINEERS

LAND PLANNERS

SURVEYORS

The engineering design for the master stormwater system and utility systems will be based on conceptual plans provided to DWMA and direction from CLIENT. The preliminary plat/final plat will include Performance Drive Phase 3. The final engineering will include construction drawings and technical specifications for Performance Drive, the offsite stormwater management system and lift station LS-P9. If signalization is required at Lake Nona Boulevard, the design and permitting of the signal design and roadway design modification will be undertaken by the project traffic engineer under separate contract (not included herein).

As directed by CLIENT, Performance Drive Phase 3 will be designed and permitted as a four lane divided roadway section constructed in one phase and will include the design of the intersection improvements at Lake Nona Boulevard. If it is determined that the roadway construction will be phased, additional scope of services will be required. This proposal also includes the design and permitting of the required modifications to the existing improvements within Lake Nona Boulevard for Performance Drive Phase 3 based on a traffic report provided to DWMA. Traffic signalization, if required, will be by others. If additional parcels are determined to be included with the final plat, an additional scope of services will be required. Maintenance of traffic (MOT) plans are not included and if required will be provided by the CLIENT. CLIENT will be responsible for the preparation and processing of a Specific Parcel Master Plan (SPMP) for the project (if required) that will be processed concurrently with the Preliminary Plat. The preparation and processing of Specific Parcel Master Plans (SPMP), Planned Development (PD) Amendment and the Development Order (DO), if required, to support the site design and permitting of a new full access location on Lake Nona Boulevard will be undertaken by others and is not included

2200 Park Ave. North

Winter Park, FL

32789-2355

Fax 407-644-8318

407-644-4068

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Mr. Jeff Macre

Myrtle Creek Improvement District

Re: Performance Drive Phase 3 ($\pm 2,500$ lf) Survey, Design, Redesign of Lake Nona Blvd. Intersection (± 1200 lf) and Permitting and Construction Phase Services (South End of Performance Drive Phase 2 to Lake Nona Blvd.)
DWMA Job No. 17172.001 – 17172.041

Date: December 11, 2017, Revised December 18, 2017

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herein. If these services are requested, additional scope of services will be required. All terms and conditions will remain as set forth in the Original Agreement with contract with Myrtle Creek Improvement District dated September 8, 2003.

SECTION A - BASIC SERVICES

(Performance Drive Phase 3)

PART I - PROFESSIONAL SURVEYING & MAPPING

- A. SITE BOUNDARY AND TOPOGRAPHIC SURVEY REQUIRED FOR PRELIMINARY PLAT SUBMITTAL – Preparation of a site boundary and topographic survey (NAVD88 Datum) of the $\pm 2,500$ lf Performance Drive Phase 3 project and Lake Nona Boulevard ($\pm 600'$ in each direction from the intersection) required for the preliminary plat, final plat and engineering design prepared in accordance with applicable State of Florida Standards of Practice as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17.05, Florida Administrative Code, per Section 472.027, Florida Statutes. If during the preparation process, additional phases or revisions are required due to CLIENT changes, additional costs will be incurred that will be contracted separately. (Required for Preliminary Plat, Final Plat and Engineering Design Submittals.) 001 \$18,875.00
- B. PRELIMINARY PLAT – Preparation and submittal of a preliminary plat to the City of Orlando to support the final plat and engineering design for Performance Drive Phase 3. This line item includes submittal of the preliminary plat and supporting documents prepared by others to the City of Orlando. 002 \$8,725.00
- C. PRELIMINARY PLAT MEETINGS AND PROCESSING – Prepare for and attend meetings associated with the project preliminary plat process and process preliminary plat through City of Orlando. 003 \$2,500.00
- D. SITE BOUNDARY AND TOPOGRAPHIC SURVEY FOR FINAL PLAT SUBMITTAL – Preparation of a site boundary and topographic survey (NAVD88 Datum) for final plat submittals and final engineering design prepared in accordance with applicable State of Florida Standards of Practice as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17.05, Florida Administrative Code, per Section 472.027, Florida Statutes. As required by the City of Orlando, the surveys will be prepared to include the information

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DONALD W. McINTOSH Associates, Inc.

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Mr. Jeff Macre

Myrtle Creek Improvement District

Re: Performance Drive Phase 3 ($\pm 2,500$ lf) Survey, Design, Redesign of Lake Nona Blvd. Intersection ($\pm 1,200$ lf) and Permitting and Construction Phase Services (South End of Performance Drive Phase 2 to Lake Nona Blvd.)

DWMA Job No. 17172.001 – 17172.041

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- within the title certificate provided to DWMA for the final plat submittal. If during the preparation process, additional phases or revisions are required due to CLIENT changes, additional costs will be incurred that will be contracted separately. (Required for final plat and engineering design submittals.) 004 \$6,765.00
- E. FINAL PLAT – Preparation of one record plat for Performance Drive Phase 3 for recording complete with installation of PRM's and PCP's (one time only) as required by state and local regulation(s); includes submittal of plat and supporting documents (prepared by others) to the City of Orlando. This line item does not include the platting of any stormwater ponds or offsite improvements. If during the preparation process, additional phases or revisions are required due to CLIENT changes, additional costs will be incurred that will be contracted separately. 005 \$12,150.00
- F. FINAL PLAT STAFF AND BOARD MEETINGS - Attendance at staff and board meetings, as well as coordination with CLIENT or CLIENT's consultants, regarding preparation and approval of the final plat for Performance Drive Phase 3. 006 \$2,500.00
- G. MISCELLANEOUS LEGAL DESCRIPTIONS AND SKETCHES - Prepare (5) miscellaneous legal descriptions for the following:
- New Parcel Boundaries
 - Stormwater Management Areas
 - Drainage Outfalls
 - Utilities, and
 - Others as needed
- The professional services will be billed on an hourly basis with an estimated fee (*not to exceed without prior CLIENT authorization*) of 007 \$5,000.00
- H. LOCATE UNDERGROUND UTILITIES AND SOFT DIG MEASUREMENTS – Locate underground utility lines along the project entry at Lake Nona Boulevard associated with the project engineering design as flagged by a utility locating service company retained by CLIENT to facilitate the final design of the entry road including the utility connections to the existing water, reuse water and sanitary force main within Lake Nona Boulevard. The underground utility locating Service Company retained by CLIENT will also soft dig each existing underground utility one time at Lake Nona Boulevard

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DONALD W. McINTOSH Associates, Inc.

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789-2355 • (407) 644-4068 • FAX (407) 644-8318



Mr. Jeff Macre

Myrtle Creek Improvement District

Re: Performance Drive Phase 3 ($\pm 2,500$ lf) Survey, Design, Redesign of Lake Nona Blvd. Intersection (± 1200 lf) and Permitting and Construction Phase Services (South End of Performance Drive Phase 2 to Lake Nona Blvd.)
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at the project entry. DWMA will schedule a field appointment with the utility locating service company retained by CLIENT on a one-time basis for the purpose of locating the marked utility lines and the measurements at the soft dig locations along Lake Nona Boulevard. DWMA will show the approximate location of the underground utility lines per the horizontal and vertical markings as exposed and established by the utility locating service company retained by CLIENT. DWMA will be responsible only for the location of the flags and soft dig information as provided by the utility locating service company retained by CLIENT. Digging marked locations for verification and measuring depths by DWMA is not included. If it is determined that additional soft digs are required, additional fees will be required that will be contracted separately. DWMA is not liable for showing any utility lines not flagged by the locating company. 008

\$8,485.00

- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| I. STAKE BORINGS – Stake out and obtain existing ground elevation for ± 16 borings required for the engineering design. 009 | \$3,850.00 |
| J. OFFSITE TOPOGRAPHIC SURVEY – Prepare offsite topographic survey for engineering design of the stormwater management areas and outfall locations. 010 | \$4,325.00 |
| K. STAKE CENTERLINE CONTROL AND BENCHMARKS FOR CONTRACTOR – Final stake (one time) the proposed right-of-way centerline control points (i.e., PCs, PTs, etc.) and set site benchmarks for the construction of the project. 011 | \$4,100.00 |

SUBTOTAL SECTION A PART I

\$74,275.00

SECTION B - BASIC SERVICES

- Final Design Performance Drive Phase 3 (± 2500 LF)
- Design of Performance Drive Phase 3 and Lake Nona Boulevard Intersection Improvements
- Parcel 9 Stormwater and Utility Review
- Agency Permitting
- Lift Station Design



Mr. Jeff Macre

Myrtle Creek Improvement District

Re: Performance Drive Phase 3 ($\pm 2,500$ lf) Survey, Design, Redesign of Lake Nona Blvd. Intersection (± 1200 lf) and Permitting and Construction Phase Services (South End of Performance Drive Phase 2 to Lake Nona Blvd.)
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PART I - CIVIL ENGINEERING

- A. GEOMETRY BASEMAP – Preparation of a geometry basemap of Performance Drive Phase 3 intersection improvements at Lake Nona Boulevard and required stormwater management area for the project. 012 \$2,875.00
- B. SITE CONSTRUCTION DRAWINGS – Design, preparation and submittal of construction drawings and technical specifications for the site geometry, grading, paving, drainage, stormwater management and onsite utility services for Performance Drive Phase 3 ($\pm 2,500$ lf). The civil engineering design includes:
- (a) review of conceptual plans for final design;
 - (b) review and calculations of required stormwater management for the project;
 - (c) review and calculations of required water, reuse water and sanitary facilities to service the project;
 - (d) final engineering design for the ± 2500 lf road project with associated utilities and offsite stormwater management pond for this project and the abutting development parcels; and
 - (e) redesign of Lake Nona Boulevard for the required intersection improvements for Performance Drive Phase 3. (± 1200 lf)
- 013 \$98,650.00
- C. PLAN PROCESSING – Process construction plans through the City of Orlando, Orlando Utilities Commission (OUC), Florida Department of Environmental Protection (FDEP) and South Florida Water Management District (SFWMD). 014 \$6,450.00
- D. FINAL DESIGN AND PERMITTING MEETINGS – Representation at staff meetings, negotiations, CLIENT and team meetings and public hearings associated with design and permitting. 015 \$4,450.00
- E. SFWMD ERP APPLICATION – Preparation and submittal of a South Florida Water Management District (SFWMD) permit application for an Environmental Resource Permit (ERP) for the onsite improvements and stormwater management area. 016 \$9,550.00
- F. ASSISTANCE WITH SFWMD DEWATERING PERMIT BY OTHERS – Provide assistance to CLIENT’S geotechnical engineer for the preparation and submittal of a South Florida Water Management District (SFWMD) dewatering permit. 017 \$2,000.00

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DONALD W. McINTOSH Associates, Inc.

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789-2355 • (407) 644-4068 • FAX (407) 644-8318



Mr. Jeff Macre

Myrtle Creek Improvement District

Re: Performance Drive Phase 3 (±2,500 lf) Survey, Design, Redesign of Lake Nona Blvd. Intersection (±1200 lf) and Permitting and Construction Phase Services (South End of Performance Drive Phase 2 to Lake Nona Blvd.)
DWMA Job No. 17172.001a-17172.041

Date: December 11, 2017, Revised December 18, 2017

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G.	FDEP PERMIT APPLICATIONS - Preparation and submittal of Florida Department of Environmental Protection (FDEP) permit applications for onsite water distribution and wastewater collection systems. FDEP processing is included in Item "C".	018	\$2,455.00
H.	OPINION OF PROBABLE COSTS – Prepare and submit Engineer’s Opinion of Probable Costs for both final engineering plan submittal and post construction cost estimate provision for the City of Orlando required bonding amounts.	019	\$4,600.00
I.	COORDINATE TRAFFIC, GEOTECHNICAL, LANDSCAPE AND IRRIGATION CONSULTANTS – Coordination of traffic, geotechnical, landscape and irrigation consultants. The professional services will be billed on an hourly basis with an estimated fee (not to exceed without prior CLIENT authorization) of	020	\$5,300.00
J.	OUC CONDUIT AND STREET LIGHT CONDUIT PLANS - Meetings, coordination, preparation and permitting of OUC electrical conduit plans.	021	\$5,700.00
K.	MASTER STORMWATER MANAGEMENT PLAN UPDATE – Preparation and submittal of the City required master stormwater plan update.	022	\$6,150.00
L.	MASTER UTILITY PLAN – Prepare and submit the City required updated master utility plans for water, sewer and reclaimed water services to modify the previous approvals. The utility plan update is required to demonstrate the impact of this project flow and ensure that services are compatible, as compared to the assumptions contained in the current approved Lake Nona Central Utility Master Plan.	023	\$5,850.00
M.	IRRIGATION AND ELECTRIC SLEEVE PLANS – Prepare irrigation and electric sleeve plans, including meetings, coordination of consultants, plan processing and distribution.	024	\$2,350.00
	Note: Telecom conduit construction drawings and processing are not included and if requested will be contracted separately.		
N.	LIFT STATION DESIGN – Design, preparation and submittal of construction drawings and technical specifications for the lift station and force main.	025	\$9,600.00
	SUBTOTAL SECTION B PART I		\$165,980.00

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Mr. Jeff Macre

Myrtle Creek Improvement District

Re: Performance Drive Phase 3 (±2,500 lf) Survey, Design, Redesign of Lake Nona Blvd.
Intersection (±1200 lf) and Permitting and Construction Phase Services
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DWMA Job No. 17172.001 – 17172.041

Date: December 11, 2017, Revised December 18, 2017

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SECTION C - BASIC SERVICES

Performance Drive Phase 3 (±2500 lf)

PART I – CONSTRUCTION PHASE SERVICES

- A. PRECONSTRUCTION CONFERENCE - CITY - Attendance and coordination of City of Orlando project preconstruction conference. 026 \$835.00
- B. PRECONSTRUCTION CONFERENCE – OUC - Attendance and coordination of Orlando Utilities Commission (OUC) project preconstruction conference. 027 \$750.00
- C. SHOP DRAWING REVIEW - Review (one time) shop drawing information (limited to review for general conformance with the design intent and with information given in construction documents). Detailed geometric review along with means, methods, techniques, sequences or procedures of construction and all safety precautions is not included and remains Contractor's responsibility. 028 \$6,560.00
- D. CONTRACTOR PAY REQUESTS - Contractor payment requests, review and approvals (for construction related to DWMA designs) and pertinent site observation (based on an estimated construction schedule of eight (8) months with one visit per month for eight months). 029 \$5,900.00
- E. SITE VISITS – Make site visits for observation of materials, construction and testing of the entry road construction for the specific purpose of providing certifications listed below. Visits are to be at discretion of DWMA based on the direction of and on Contractor's submitted construction schedule for various elements. Schedule to be required and kept current by Contractor. Based on information provided by CLIENT to DWMA, it is anticipated the total duration of the construction activity for this project will be 8 months. The estimated fee is based on the above referenced 8 month civil construction schedule with approximately 4 site visits per month. If more than 32 site visits are required, each additional site visit will be billed per our rate schedule, as authorized by CLIENT. 030 \$17,600.00
- F. FDEP CERTIFICATIONS – Provide Florida Department of Environmental Protection (FDEP) standard form certification of completion for potable water, sanitary sewer and/or re-use water permits. Contractor to provide information and testing as follows:

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DONALD W. McINTOSH Associates, Inc.

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789-2355 • (407) 644-4068 • FAX (407) 644-8318



Mr. Jeff Macre

Myrtle Creek Improvement District

Re: Performance Drive Phase 3 ($\pm 2,500$ lf) Survey, Design, Redesign of Lake Nona Blvd. Intersection ($\pm 1,200$ lf) and Permitting and Construction Phase Services (South End of Performance Drive Phase 2 to Lake Nona Blvd.)
DWMA Job No. 17172.001 – 17172.041

Date: December 11, 2017, Revised December 18, 2017

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	<ul style="list-style-type: none">◦ Water system pressure test◦ Water system bacteriological testing and reports◦ Reclaimed water system pressure test◦ Sanitary sewer system leakage testing/lamping/televising◦ Record drawings, signed by contractor◦ As-built drawings, signed by registered surveyor	031	\$5,520.00
G.	SFWMD CERTIFICATION – Provide certification as required by the South Florida Water Management District (SFWMD) permit conditions. Contractor's record drawings must be furnished to DWMA. If a substantial deviation exists between approved plans and record drawings, an as-built survey may be required (which would be additional services).	032	\$5,150.00
H.	FINAL PROJECT CERTIFICATION – Provide final project certification to the City of Orlando and coordination of lift station final approval.	033	\$7,100.00
I.	PROGRESS MEETINGS AND CONSTRUCTION ISSUES ASSISTANCE – Attend progress meetings and assist with construction issues for the construction of this portion of Performance Drive and the right-of-way improvements at Lake Nona Boulevard, preparation and maintenance of contractor activity logs, meeting attendance, contractor issues, assistance with bonding, expediting government processes, etc., if required. The professional services will be billed on an hourly basis with an estimated fee (<i>not to exceed without prior CLIENT authorization</i>) of	034	\$8,000.00
J.	CONTRACTOR CHANGE ORDER PROCESSING – Review and assistance with Contractor change orders. The professional services will be billed on an hourly basis with an estimated fee (<i>not to exceed without prior CLIENT authorization</i>) of	035	\$2,400.00
K.	CONTRACTOR RFI PROCESSING – Review and respond to Contractor Requests for Information (RFI). The professional services will be billed on an hourly basis with an estimated fee (<i>not to exceed without prior CLIENT authorization</i>) of	036	\$2,200.00
L.	CDD MATERIALS MANAGEMENT – Assistance with tracking and management of CDD-purchased construction materials. The		

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Mr. Jeff Macre

Myrtle Creek Improvement District

Re: Performance Drive Phase 3 ($\pm 2,500$ lf) Survey, Design, Redesign of Lake Nona Blvd. Intersection (± 1200 lf) and Permitting and Construction Phase Services (South End of Performance Drive Phase 2 to Lake Nona Blvd.)
DWMA Job No. 17172.001 – 17172.041

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	professional services will be billed on an hourly basis with an estimated fee (<i>not to exceed without prior CLIENT authorization</i>) of	037	\$5,600.00
M.	CONSULTANT COORDINATION – Coordination of geotechnical, hardscape, landscape and other consultants during construction phase of project. The professional services will be billed on an hourly basis with an estimated fee (<i>not to exceed without prior CLIENT authorization</i>) of	038	\$2,600.00
N.	RECORD DRAWINGS – Preparation of “Record Drawings” from contractor furnished as-built survey data. The professional services will be billed on an hourly basis with an estimated fee (<i>not to exceed without prior CLIENT authorization</i>) of	039	\$12,875.00
O.	SITE VISITS FOR RETESTING – Construction phase testing resulting from failures or no-shows, and therefore requiring additional site visits shall be additional services and will be billed on an hourly basis with an estimated fee (<i>not to exceed without prior CLIENT authorization</i>) of	040	\$1,850.00
P.	LIMITED AS-BUILT MEASUREMENTS – As deemed necessary by the DWMA Construction Observation Engineer, DWMA will survey limited as-built measurements of constructed infrastructure to provide information to the engineer necessary for the project certifications.	041	\$5,000.00
	Note: This proposal does not include assistance with National Pollutant Discharge Elimination System (NPDES) permit which will be processed by the CLIENT or prepared by others. If this item is requested it will be contracted separately.		
	SUBTOTAL SECTION C PART I		\$89,940.00
	TOTAL SECTIONS A, B AND C		\$330,195.00

This proposal, together with the Engineering Agreement, represents the entire understanding between Myrtle Creek Improvement District and Donald W. McIntosh Associates, Inc. (Engineer) with regard to the referenced work authorization.

If you wish to accept this work authorization, please sign where indicated and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

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DONALD W. McINTOSH Associates, Inc.

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789-2355 • (407) 644-4068 • FAX (407) 644-8318



Mr. Jeff Macre

Myrtle Creek Improvement District

Re: Performance Drive Phase 3 ($\pm 2,500$ lf) Survey, Design, Redesign of Lake Nona Blvd.
Intersection (± 1200 lf) and Permitting and Construction Phase Services
(South End of Performance Drive Phase 2 to Lake Nona Blvd.)
DWMA Job No. 17172.001 – 17172.041

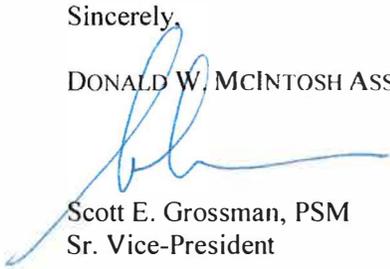
Date: December 11, 2017, Revised December 18, 2017

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Thank you for considering Donald W. McIntosh Associates, Inc.

Sincerely,

DONALD W. MCINTOSH ASSOCIATES, INC.



Scott E. Grossman, PSM
Sr. Vice-President

Attachments: Exhibits (2)

SEG/ls

APPROVED AND ACCEPTED

By: _____
Authorized Representative of
Myrtle Creek Improvement District

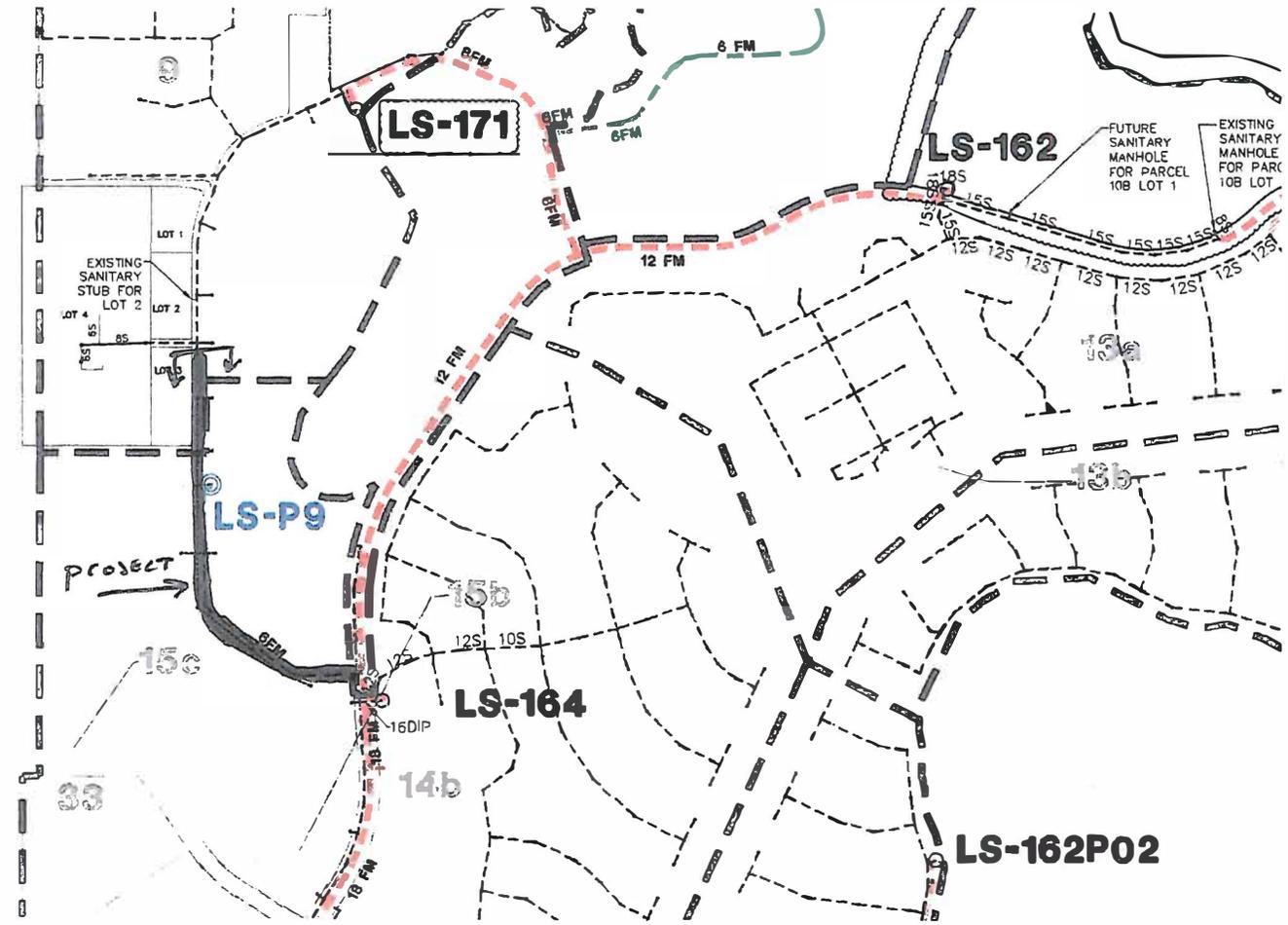
Date: _____

PURSUANT TO FLORIDA STATUTE 558.0035, AN
INDIVIDUAL EMPLOYEE OR AGENT OF DONALD W.
MCINTOSH ASSOCIATES, INC. MAY NOT BE HELD
INDIVIDUALLY LIABLE FOR NEGLIGENCE.

**LIFT STATION SERVICE
BOUNDARY**



MUD LAKE





MYRTLE CREEK IMPROVEMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

Project Name: Performance Drive Phase 3

Brief Description: Geotechnical Engineering Investigation & Design Recommendations/Roadway

Name of Consultant /Vendor: DEVO Engineering

Is this work pursuant to an existing Agreement? Yes No

If so, name and date of Agreement: Service Agreement

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

Are the services required contemplated in the Capital Improvement Yes No

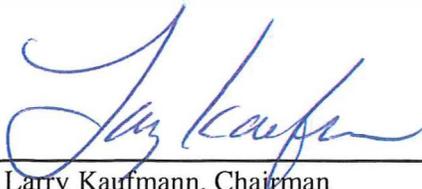
Is this a continuation of previously authorized work? Yes No

Proposal attached: Yes No

Form of Agreement Utilized: _____

Amount of Services: \$ 8,440.00

Recommendation: Approve Deny

By:  Date 12/18/17
Larry Kaufmann, Chairman
Myrtle Creek Improvement District Construction Committee

- c: Joe MacLaren
- Jennifer Walden
- Tucker Mackie
- John Florio



Date: December 12, 2017

Devo's Project No.: Not Yet Assigned

to:

MYRTLE CREEK IMPROVEMENT DISTRICT

12051 Corporate Boulevard
Orlando, Florida 32817

attention: **MR. JEFF MACRE, CHAIRMAN**

Ref:

Proposal For...

- ① Geotechnical Engineering Investigation & Design Recommendations,
- ② Roadway Underdrain Assessment
- ③ Dewatering Plan for...

PERFORMANCE DRIVE PHASE 3 (2,500 ± LIN FT)

Lake Nona, City of Orlando, Florida

Dear Mr. Macre:

This geotechnical engineering services proposal is for the following tasks:

- ① geotechnical engineering services for a) the roadway pavement structure {including minimum thicknesses of the pavement components} and b) the lift station structure;
- ② assessment of pavement areas which may require underdrains for high water table control (including underdrain detail for medians); and
- ③ dewatering plan as required by SFWMD.

Exhibit 1 shows the locations of the proposed nine roadway borings (RB-1 to RB-9) along the roadway alignment and the location of a lift station boring (LS-1), the latter location we understand still to be confirmed.

From review of the soil map units in Exhibit 1, there are no wetlands within the right of way which will require special investigation for muck.



Exhibit 1. Proposed test locations for Performance Drive Phase 3 Project (with soils map)

Objectives

The objectives of this investigation are as follows:

- ▣ Provide geotechnical data within the roadway alignment and provide pavement subgrade preparation recommendations and material/thickness design for the various pavement layers, including soil suitability and any demucking-backfill recommendations.
- ▣ Estimation of the seasonal high water table for establishing site grades and ensuring adequate vertical separation to the surface infrastructure.
- ▣ Provide recommendations for excavation/dewatering of the lift station structure pit, preparation of the foundation subgrade, and backfill material, and compaction requirements. Other design inputs include lateral earth pressures acting on the structure, uplift forces due to hydrostatic pressure, and allowable bearing pressure. Soil corrosivity will also be addressed.
- ▣ Once the plans are developed, assess the stations where pavement underdrains may be required based on the calculated vertical separation between the seasonal high water table and the bottom of the roadway base course, taking into account the longitudinal roadway profile and transverse slopes.
- ▣ Prepare a dewatering plan (per SFWMD requirements) for the lift station structure and the roadway elements which will require dewatering.

Scope Of Work

The following scope of field and laboratory work is proposed:

- Drill nine (9) hand auger borings to depths of up to 10 ft along the proposed roadway alignment with penetrometer measurements at 1 ft vertical increments.
- Install piezometers in all hand auger borings and measure the depth to stabilized water table in each borehole.
- Drill one (1) 30 ft deep SPT in the footprint of the lift station structure and install a shallow piezometer at this location
- Perform visual & tactile examination and classification of extracted soil samples.
- Three (3) fines fraction and natural moisture content tests on representative soil samples
- One (1) soil corrosivity test at the lift station structure

As with all Lake Nona projects, we assume that the boring locations will be staked in the field by DWMA ahead of our drilling. DWMA will also provide horizontal coordinates and elevation data (ft NAVD) at the staked test locations.

Schedule

We estimate that we can complete this work within two (2) weeks of field stake out of the test locations, following notice to proceed. Please let us know if this schedule needs to be accelerated. DWMA will stake out the borings and provide elevations as per usual practice.

Estimated Fees

Our estimated "Not to Exceed" fee for each of the key tasks are itemized below:

- ◆ Geotechnical field investigation and preparation of the report containing the geotechnical data and recommendations for pavement design and material/earthwork related specifications and the lift station is **\$5,740.** per the attached detailed itemization in Table 1.
- ◆ Pavement Underdrain Assessment: **\$800.00**
- ◆ SFWMD Dewatering Plan: **\$1,900.** {not including permit application fee}

The grand total fee estimate for the 3 tasks is: **\$8,440.**

Claudia Callahan

Claudia Callahan, B.Sc.
Senior Administrative Assistant

If this proposal is acceptable, please review and sign the contract authorization page in the Attachment.
We appreciate the opportunity to provide this proposal for your review and trust that it covers the work needed.
Please feel free to contact us if there are any questions.

CONTRACT AUTHORIZATION

TABLE 1. ITEMIZATION OF FEE FOR PERFORMANCE DRIVE PHASE 3				
DESCRIPTION OF WORK ITEM	UNIT	UNIT COST	QUANTITY	TOTAL
GEOTECHNICAL FIELD SERVICES				
Senior Engineering Technician for field coordination, reading stabilized water table in piezos, etc	hr	\$65.00	6.0	\$390.00
Mobilization of drill rig for SPT boring	sum	\$500.00	1.0	\$500.00
Standard Penetration Test (SPT) (0 to 50 ft range)	ft	\$13.00	30.0	\$390.00
Piezometer at lift station	ft	\$13.50	10.0	\$135.00
Hand auger borings with piezometers: 0 to 50 ft depth	ft	\$13.50	90.0	\$1,215.00
GEOTECHNICAL LABORATORY TESTING SERVICES				
Visual & tactile examination of soil samples	hr	\$50.00	2.0	\$100.00
Fines fraction & natural moisture content tests	each	\$45.00	3.0	\$135.00
Soil corrosivity test	each	\$250.00	1.0	\$250.00
DATA INTERPRETATION, ANALYSES, COST ESTIMATES & REPORT PREPARATION				
Senior Engineer	hr	\$120.00	6.0	\$720.00
Project Geotechnical Engineer	hr	\$100.00	8.0	\$800.00
Senior-level CAD/GIS	hr	\$70.00	5.0	\$350.00
Junior Graphics Technician	hr	\$60.00	12.0	\$720.00
ADMINISTRATIVE SUPPORT				
Clerical/Technical Secretary	hr	\$35.00	1.0	\$35.00
TOTAL FOR ALL TASKS				\$5,740.00

AUTHORIZATION

To authorize this proposal, please complete the information requested and return by mail or fax.

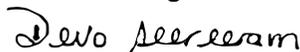
TABLE A.1: AUTHORIZATION OF OFFER
<p>This offer is authorized only when signed below otherwise it should be considered a draft.</p> <p>Authorization signature:  Devo Seereeram, Ph.D., P.E. Owner</p> <p>To authorize this work, please complete the information below and return a copy of the executed authorization to:</p> <p style="text-align: center;">Devo Seereeram, Ph.D., P.E. LLC 5500 Alhambra Drive Orlando, FL 32808 Phone: 407-290-2371; devo@devoeng.com</p>

TABLE A.2: AUTHORIZATION BY CLIENT		
Proposal Authorized on this	..... <u>day of</u> .....	..... 2017
Authorized Signature .....	.....
Print Name & Title .....	.....
Company name .....	.....
Company address .....	.....
Company phone # .....	.....
Company fax # .....	.....
Cellular/mobile phone # .....	.....
E-mail address .....	.....

TERMS & CONDITIONS OF AGREEMENT

Special terms and conditions (if any) and general conditions of this agreement are contained in the following tables.

TABLE A.3: SPECIAL TERMS AND CONDITIONS OF AGREEMENT	
1	
2	

TABLE A.4: GENERAL CONDITIONS OF AGREEMENT	
1	PARTIES AND SCOPE OF WORK: Devo Seereeram Ph.D., P.E. (hereinafter referred to as "Devo") shall be performing the work. "Work" means the specific geotechnical investigations, testing, and engineering or other service performed by Devo as set forth above. "Client" refers to the person or business entity ordering the work to be done by Devo. If the Client is ordering the work on behalf of another, the Client represents and warrants that the Client is the duly authorized agent of said party for the purpose of ordering and directing said work. The ordering of work from Devo shall constitute acceptance of the terms of Devo's proposal and these General Conditions.
2	PAYMENT: Invoices will be submitted upon completion of work or at monthly intervals for continuing projects. Payment terms are Net 30 Days, unless alternative arrangements are stated under the Specific Conditions. Charges at 1½% per month will be levied on invoices not paid within 30 days from invoice date. Client agrees to pay Devo's cost of collection of all amounts due and unpaid after 60 days, including court costs, reasonable attorney's fees, filing fees, and certified mail postage. Failure to make payment within 30 days of invoice shall constitute a release of Devo from any and all claims which Client may have, either in tort, or contract, and whether known or unknown at the time.
3	OBLIGATION TO PAY: Devo will perform services under this agreement with professional skill and care. Devo does not guarantee Governmental or Regulatory Agency approval of Client's project. Client's obligation to pay for Devo's services is in no way dependent upon Client's ability to obtain financing, payment from third parties, approval of Government or Regulatory Agencies, or upon Client's successful completion of project.

TABLE A.4: GENERAL CONDITIONS OF AGREEMENT

4	<p>ACCESS TO SITE: Client grants Devo the right of entry to the project by Devo, his employees, agents, and subcontractors in order to perform the services under this agreement. If the Client does not own the project, Client warrants and represents to Devo that Client has the authority and permission of the owner and occupant of the project site to grant this right of entry to Devo.</p> <p>Devo shall take reasonable measures and precautions to minimize damage to the project site from Devo's activities and use of equipment. Client recognizes that the performance of the services included in this Agreement may cause alteration or damage to the site. Client accepts the fact that this is inherent in the work and will not look to Devo for reimbursement or hold Devo liable or responsible for any alteration or damage required to perform our scope of work. Should the Client not be the owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and to indemnify, and defend Devo against any claims by the owner or persons having possession of the site through the owner which are related to such alteration or damage.</p> <p>Devo has not included in his fee the cost of restoration of damage which may occur. If Client desires or requires Devo to restore the site to its former condition, Devo will, upon written request, perform additional work as is necessary to do so and the Client agrees to pay Devo the cost thereof.</p>
5	DAMAGE TO EXISTING MAN-MADE OBJECTS: deleted.
6	SAMPLE DISPOSAL: Unless otherwise agreed, laboratory test specimens or samples will be disposed immediately upon completion of the test. All samples or specimens collected from soil borings will be disposed sixty (60) days after submission of Devo's report.
7	WARRANTY AND LIMITATION OF LIABILITY: Devo's geotechnical engineering services will be performed in accordance with his proposal and with generally accepted principles and practices. In performing his professional services, Devo will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of his profession. This warranty is in lieu of all other warranties and representations, either express or implied. Statements made in Devo's reports are opinions based on engineering judgement and are not to be construed as representations of fact.
8	INDEMNITY: Subject to the foregoing limitations, Devo agrees to indemnify and hold Client harmless from and against any and all claims, suits, costs, and expenses, including reasonable attorney's fees and court costs arising out of Devo's negligence to the extent of Devo's negligence. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against Devo, the party initiating such action shall pay to Devo the costs and expenses incurred by Devo to investigate, answer and defend it, including reasonable attorney's fees, witness fees, and court costs to the extent that Devo shall prevail in such a suit.
9	THIRD PARTY RELIANCE: The services under this Agreement are being performed for and on behalf of the Client for the Client's exclusive use. Devo assumes no responsibility for third party use of or reliance on Devo's findings, opinions, conclusions, or recommendations unless such use or reliance by Third Parties is authorized in writing by Devo.
10	ENTIRE AGREEMENT: This Agreement constitutes the entire understanding of the parties, and there are no representations, warranties, undertakings made other than as set forth herein. This agreement may be modified only in writing, signed by each of the parties hereto.
11	CANCELLATION: This contract is cancellable by either party at anytime for any reason. Work performed to the time of notice shall be paid as interpolated within and defined by the contract. All such work shall become the property of the Client upon such payment.



MYRTLE CREEK IMPROVEMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

Project Name: Horizontal Utility Locating - Performance Dr. Ph. 3

Brief Description: 2D Ground Penetrating Radar (GPR) and Electromagnetic Method

Name of Consultant /Vendor: CFL Geoligal Solutions

Is this work pursuant to an existing Agreement? ✓ Yes NO

If so, name and date of Agreement: Service Agreement / Funding Agreement

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

Are the services required contemplated in the Capital Improvement Plan? ✓ Yes NO

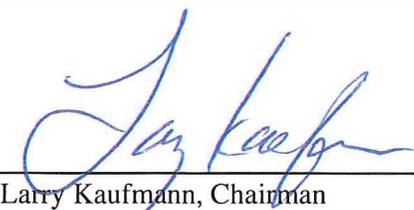
Is this a continuation of previously authorized work? ✓ Yes NO

Proposal attached: ✓ Yes _____ No

Form of Agreement Utilized: _____

Amount of Services: \$ 8,735.00

Recommendation: ✓ Approve _____ Deny

By: 
Larry Kaufmann, Chairman
Myrtle Creek Improvement District Construction Committee

Date 12/18/17

- c: Joe MacLaren
Jennifer Walden
Tucker Mackie
John Florio



Services Proposal

Date: 12/8/17
 Client: Myrtle Creek Improvement District, 12051 Corporate Blvd, Orlando, FL 32817
 Attn: Mr. Jeff Macre, Chairman
 E-Mail: Scott Grossman, Donald W. McIntosh Associates, Inc. sgrossman@dwma.com
 Project: Lake Nona – Performance Drive Phase 3, Lake Nona Blvd, Orlando, FL

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

SCOPE OF SERVICES:

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

- CFL will horizontally locate underground utilities from 20’ west of the west right-of-way line to the east edge of pavement on the northbound lanes of Lake Nona Blvd. The locate area is outlined in red on the attached Orange County Property Appraiser’s Map provided by Scott Grossman. The length of the project is approximately 1,300 feet.
- CFL’s scope of services does not include the locating of vacant conduits, gravity sewer, storm lines, or irrigation lines.
- CFL will provide a technician’s field drawing of the located utilities. *See Item C for Field Drawing Information.*
- Upon project approval, D.W. McIntosh will provide CFL with a copy of the engineering plans.

Vertical Excavations – Dirt Soft Digs

- CFL will vertically expose (dirt soft digs) horizontally located utilities within sites to be designated by D.W. McIntosh. *See Item E for Soft Dig Information/Limitations.*

COSTS: Weekday Daytime Rates

Horizontal Locating: -----\$6,235.00
 Vertical Excavations – Up to 10 Dirt Soft Digs -----\$2,500.00*

**Soft Digs over 10 will be invoiced at \$250.00 per hole.*

Executed Proposal or Issued Purchase Order/Contract by client authorizes CFL to perform the number of soft digs requested by D.W. McIntosh Associates.

PAYMENT:

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

SCHEDULE: A work start date will be provided upon receiving the executed Services Proposal or Purchase Order.

AUTHORIZATION:

- *Signature below or issued Purchase Order/Contract:* Client legally authorizes CFL to proceed with the project.
- *Signature below or issued Purchase Order/Contract:* Client acknowledges that scope of services, compensation, payment terms, and terms and conditions provided in this Services Proposal are accepted.

AUTHORIZATION TO PROCEED:	
E-Mail Executed Services Proposal or Purchase Order/Contract to: sandy@cfl-inc.com and contracts@cfl-inc.com	
Myrtle Creek Improvement District	Date: _____
By: _____ Authorized Agent’s Signature	Printed Name: _____ Printed Name of Authorized Agent
PROJECT NUMBER: _____	
E-MAIL ADDRESS FOR INVOICE: _____	





Terms and Conditions of Services Proposal

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

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

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

(B) DESIGN ENGINEER and CONTRACTORS

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

(C) FIELD DRAWINGS/PRINTS/REPORTS

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

(D) MACHINE DEPTHS: If Service is Provided

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

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

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

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

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

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

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

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

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

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

(H) CERTIFICATE OF INS (COI): New/Revised COI Requests – Billable Ins Endorsements Will Be Added to Project Cost

- CFL's SAMPLE COI is attached for Client's review. If requested, a COI will be issued to client.
- All additional endorsements must be requested in writing by client before contract is executed & work performed.



OCPA Web Map

	Major Roads		Proposed Road		Block Line		Commercial/Institutional		Hydro		Golf Course
	Florida Turnpike		Public Roads		Brick Road		Governmental/Institutional/Misc		Waste Land		Lakes and Rivers
	Interstate 4		Gated Roads		Lot Line		Commercial/Industrial/Vacant Land		County Boundary		Building
	Toll Road		Road Under Construction		Residential		Agriculture		Parks		Hospital
			Rail Road		Proposed SunRail						



LOCATE ALL UTILITIES FROM 20' WEST OF THE WEST R/W LINE TO THE EAST EDGE OF PAVEMENT ON THE NORTHBOUND LANES

Lake Nona Land Co LLC
37.0 acres +/-

City Of Orlando Fire Station #10

Lake Nona Land Co LLC