

ISSUE DATE: September 8, 2017

NOTICE

REQUEST FOR PROPOSALS

FOR

DESIGN SERVICES FOR UCF/ALAFAYA TRAIL PEDESTRIAN STUDY (FROM CHALLENGER PARKWAY TO MCCULLOCH ROAD AND UNIVERSITY BOULEVARD FROM QUADRANGLE BOULEVARD TO ALAFAYA TRAIL)

RFP #Y18-800-CH

The Board of County Commissioners, Orange County, Florida, is accepting sealed Proposals to be received **NO LATER THAN 2:00 P.M. (local time) on October 10, 2017**, for **DESIGN SERVICES FOR UCF/ALAFAYA TRAIL PEDESTRIAN STUDY (FROM CHALLENGER PARKWAY TO MCCULLOCH ROAD AND UNIVERSITY BOULEVARD FROM QUADRANGLE BOULEVARD TO ALAFAYA TRAIL)**.

A Non- Mandatory Pre-Proposal Conference will be held **September 22, 2017**, at **2:00 P.M.** at the **Public Works Complex, 1st Floor Main Conference Room, 4200 South John Young Parkway, Orlando, FL 32839**. Interested Proposers are encouraged to attend.

Proposals will be accepted at:

Orange County Procurement Division
Internal Operations Centre II
400 East South Street, Second Floor
Orlando, Florida 32801
(407) 836-5635

Copies of the Request for Proposals may be obtained from the Orange County Procurement Division at the above address. Copies may also be requested by phone (407) 836-5635 or faxing a request to (407) 836-5899.

NOTE: This Request for Proposals is available for downloading from the internet at orangecountyfl.net.

NOTICE TO PROPOSERS

To ensure that your Proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Carol Hewitt at (407) 836-5598. **You may contact Carol Hewitt Email Address: Carol.Hewitt@ocfl.net at any time during this process, including during the blackout period.**

RFP # Y18-800-CH
TABLE OF CONTENTS

NOTICE

	PAGE
PURPOSE	1
INSTRUCTION TO PROPOSERS	1
TERMS AND CONDITIONS	3
MINORITY/WOMEN OWNED BUSINESS ENTERPRISE	4
SHORTLISTS, PROTESTS AND LOBBYING	6
ETHICS COMPLIANCE	6
PUBLIC ENTITY CRIME STATEMENT (FS 287.133)	7
SUBCONSULTANTS	7
BONUS POINTS FOR HIRING OF DISPLACED WORKERS	8
BOUNDS POINTS FOR HIRING SERVICE DISABLED VETERANS (SDV)	9
CONTRACT AWARD CRITERIA	9
REFERENCE CHECKS	9
VERIFICATION OF EMPLOYMENT STATUS	10
WEIGHTED CRITERIA	11
SIMILAR PROJECTS	12
EXPERIENCE OF PROJECT TEAM	12
VOLUME OF WORK	12
ORAL PRESENTATIONS	13
PROCEDURES AFTER RECEIPT OF PROPOSALS	13
COST AND PRICING DATA	13
SUPPORTING DOCUMENTATION	14
DEBRIEFING OF PROPOSERS	14
PROPRIETARY INFORMATION	15
EXHIBIT A	SCOPE OF SERVICES
EXHIBIT B	MEMORANDUM OF AGREEMENT FOR UCF AREA PEDESTRIAN SAFETY STUDY
EXHIBIT C	CAMPUS DEVELOPMENT AGREEMENT
EXHIBIT D	UCF/ALAFAYA TRAIL PEDESTRIAN SAFETY STUDY

CONTRACT

PROPOSER INFORMATION	FORM A
PROJECT TEAM	FORM B
LOCATION	FORM C
SIMILAR PROJECTS (PROJECT MANAGER)	FORM D
SIMILAR PROJECTS (PROJECT ENGINEER)	FORM E
SKILLS & EXPERIENCE OF PROJECT TEAM	FORM F
NOT USED	FORM G
PROJECT SCOPE, APPROACH & UNDERSTANDING	FORM H
CONFLICT/NON-CONFLICT OF INTEREST STATEMENT	FORM I
EMPLOYMENT DATA	FORM J
JOINT VENTURE INFORMATION	FORM K
DRUG-FREE WORKPLACE FORM	FORM L
LETTER OF INTENT	FORM M
SPECIFIC PROJECT EXPENDITURE REPORT	FORM N
RELATIONSHIP DISCLOSURE FORM	FORM O
E-VERIFICATION CERTIFICATION	FORM P
DISPLACED WORKERS	FORM WR
INSURANCE SAMPLE ENDORSEMENTS	

REQUEST FOR PROPOSALS
FOR
DESIGN SERVICES FOR UCF/ALAFAYA TRAIL PEDESTRIAN STUDY (FROM
CHALLENGER PARKWAY TO MCCULLOCH ROAD AND UNIVERSITY BOULEVARD
FROM QUADRANGLE BOULEVARD TO ALAFAYA TRAIL)
RFP # Y18-800-CH

PURPOSE:

The Board of County Commissioners, Orange County, Florida, is soliciting Proposals to provide DESIGN SERVICES FOR UCF/ALAFAYA TRAIL PEDESTRIAN STUDY (FROM CHALLENGER PARKWAY TO MCCULLOCH ROAD AND UNIVERSITY BOULEVARD FROM QUADRANGLE BOULEVARD TO ALAFAYA TRAIL).

INSTRUCTIONS TO PROPOSERS:

Firms or companies desiring to provide services, as described herein, shall submit one (1) Proposal (clearly marked), nine (9) copies (a total of 10 Proposals) and one (1) electronic copy on a CD or USB drive for document management purposes not later than 2:00 P.M. local time, October 10, 2017, to:

Orange County Procurement Division
Internal Operations Centre II
400 E. South Street, 2nd Floor
Orlando, Florida 32801

If your response contains any information deemed confidential, in accordance with Chapter 119 of the Florida Statutes, provide an additional CD or USB drive with a redacted version of your response labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your Proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

A Pre-Proposal Conference will be conducted on September 22, 2017, at 2:00 P.M., Public Works Complex, 1st Floor Main Conference Room, 4200 South John Young Parkway, Orlando, FL 32839. All interested parties are urged to attend.

1. The time and date for receipt of Proposals will be strictly observed. The County shall not be responsible for late deliveries or mail delays. The time/date stamp clock in the Procurement Division shall serve as the official authority to determine timeliness of the Proposal.
2. **The decision to refuse to consider a bid or proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County (Procurement Ordinance).**

3. Proposals received after the specified time and date shall be returned unopened. The decision to refuse to consider a bid or proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County (Procurement Ordinance). All Proposals will be opened publicly and the names of all Proposers shall be read aloud.
4. Proposers must submit ONLY the attached forms, lettered A through P, in the same order as presented herein. Failure to submit all forms may result in disqualification of your Proposal. **However, failure to submit forms B, C, D, E, F, H and J may negatively impact the evaluation of the Proposal.** This shall also apply to Form K if the Proposer is submitting as a Joint Venture.

The County shall not be responsible for re-calculation or interpretations of information provided on any form.

NOTE: These forms are periodically edited. Proposers must use the forms as they appear herein for this project. Form G is not used.

5. Modification or alteration of the documents contained in this solicitation or the contract resulting from this solicitation shall only be made upon receipt of prior written consent of the County.
6. The submission of GSA Forms 254 or 255 are not acceptable. The submission of these forms shall result in disqualification of your Proposal as non-responsive.
7. Proposers are instructed NOT to include pictures, drawings, graphs, dividers or table of contents. Submittal of pictures, drawings, graphs, dividers and/or table of contents may result in disqualification of your Proposal as non-responsive. Do not use a cover or binder. Use one (1) staple in UPPER left-hand corner only.
8. With respect to Forms D, E, F and H, no sideways printing on pages will be permitted. Also with respect to Forms D, E, F and H, print must be no smaller than 12 point when using a computer, or must be 10 pitch when using a typewriter.
9. Faxed Proposals shall be rejected as non-responsive, regardless of where the fax is received.
10. Proposers must indicate on their Proposal envelope the following:
Request for Proposal Number Y18-800-CH
Date of Opening - October 10, 2017
Name of Proposer
Return Address of the Proposer
11. Proposers shall not contact any member of the Orange County Procurement Committee or any staff (except as provided below) regarding this Proposal until such time as a contract is awarded. All inquiries pertaining to this Request for Proposal must be directed through the Procurement Division.
12. Questions concerning this Request for Proposals must be directed to Carol Hewitt, Senior Contract Administrator by email at: Carol.Hewitt@ocfl.net or by phone: (407) 836-5598. Any Proposer who initiates any discussions with staff in any manner other than that described above is subject to disqualification from this procurement.

13. Information regarding Procurement Committee scheduling and Board approvals are available by calling the Procurement Division Reception Desk at (407) 836-5635 or by accessing the Procurement Committee schedule at <http://apps.ocfl.net/OrangeBids/Procurement/default.asp>. Also, an email notice of the Procurement Committee meeting will be sent to all Proposers.

14. Technical concerns/questions shall be submitted in writing, no later than 4:00 p.m. on September 27, 2017 to:

Carol Hewitt, Senior Contract Administrator
Procurement Division
400 E. South Street, 2nd Floor
Orlando, Florida 32801
Email: Carol.Hewitt@ocfl.net

You may contact Carol Hewitt at any time during this process, including during the black out period.

15. **ORAL INTERPRETATION**

No oral interpretation of this Request for Proposals shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Manager of the Procurement Division.

16. **DRUG FREE WORKPLACE**

The Drug Free Workplace Form (Form L) is attached and shall be completed and submitted with your proposal.

17. **DRAFT CONTRACT**

The contract that the County intends to use for award is enclosed for reference. Any exceptions to this standard contract must be clearly indicated by return of the standard contract with the Proposal, with exceptions clearly noted. The County has the right to require the selected Proposer to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its discretion.

18. **SOLICITATION CANCELLATIONS**

Orange County reserves the right, and the Manager of the Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

TERMS AND CONDITIONS:

1. A minimum coverage of Professional Liability Insurance in the amount of \$>pl (with a deductible permitted not in excess of \$>ded) will be required for this project.
2. Selection shall be in accordance with F.S. 287.055 and the County's adopted

selection procedures.

3. The County reserves the right to accept or reject any or all Proposals that it may in its sole discretion deem non responsive, to waive technicalities, or to accept the Proposal which, in its sole judgment, is most advantageous and best serves the over-all interests of the County.
4. The County reserves the right to request clarification of information submitted and to request additional information of one or more Proposers after the deadline for receipt of Proposals.
5. Any Proposal may be withdrawn until the date and time set above for the submission of the Proposals.
6. By submission of a Proposal, the Proposer agrees that all costs associated with the preparation of his/her Proposal will be the sole responsibility of the Proposer. The Proposer also agrees that the County bears no responsibility for any costs associated with the preparation of the Proposal and/or any administrative or judicial proceedings resulting from the solicitation process.
7. Proposers must not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.
8. **MINORITY/WOMEN OWNED BUSINESS ENTERPRISE:**
 - A. Proposers must address how they intend to comply with the Orange County M/WBE Ordinance, No. 94-02 and amended by Ordinance No. 2009-21. The goal of 27% utilization of certified minority/women business enterprise is applicable to this project. The Ordinance also addresses minority/women group employment levels setting goals to encourage each Proposer to maintain 24% minority and women employee workforce levels in specific categories.
 - B. All participating M/WBE firms must be **currently certified by Orange County**. The Business Development Division's most recent M/WBE directory is available by e-mail or through the Orange County web site at OrangeCountyfl.net. **Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola Counties) are eligible for Orange County certification. All firms must be Orange County certified at time of submittal of the Proposal and must be certified in the area(s) for which they will be used.** If a firm claims to be certified, but is not listed in the Directory the Proposer should obtain a copy of their Orange County Certificate and/or contact the Business Development Division at (407) 836-7317 for verification of certification.
 - C. The County has program whereby M/WBE firms designated as graduates can participate in the M/WBE program only on specified projects. All professional service solicitations for which the County has estimated the overall contractual fees to be awarded to the prime in excess of \$500,000 are eligible for graduate M/WBE participation. The prime consultant will receive full M/WBE credit for the use of graduate MWBE's that meet all other requirements. The contract solicited through this RFP is estimated to be valued over \$500,000 and therefore, graduate M/WBE's are eligible to participate. It is the proposing firm's

responsibility to ensure that graduate M/WBE's are not listed in proposals to meet M/WBE participation requirements on projects in which they are not eligible to participate.

- D. The County has established a **credit program** whereby Proposers are awarded credits to be applied toward meeting the M/WBE goals on certain County projects. Emphasis will be placed on credits for non-County utilization and first-time M/WBE utilization. Proposers are encouraged to contact the Business Development Division for information on acquiring and applying the credits.
- E. Proposers **must submit signed Letter of Intent** (Form M) with their Proposal for all **current Orange County certified M/WBE subconsultants** identified on Form B. These Letters of Intent must indicate the scope of work to be performed by every M/WBE plus the percentage of the contract fees to be contracted to the listed subconsultant.

The Consultant must include in the subcontract agreement:

- i. Prompt Payment Clause to the M/WBE subconsultant
- ii. Payment schedule in all subcontracts and purchase orders (including those with non-M/WBEs) stating that payment will be made to the subconsultant/suppliers within 72 hours of receipt of payment from the County.
- iii. **The following statement: "It is the M/WBE responsibility to submit the required Monthly M/WBE utilization reports to the prime and Final M/WBE payment verification form to Business Development Division."**

The M/WBE's failure to submit the required documents could negatively impact their M/WBE certification.

- F. The awarded prime consultant's responsibilities and requirements are itemized below:
 - i. File copies of **all executed subconsultant agreement/contracts** between the **prime and all M/WBE subconsultants on the project** to Orange County Business Development Division.
 - ii. The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to each subconsultant utilized by the prime consultant on the project. This includes, but is not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime consultant prior to the issuance of final payment.
 - iii. The Prime Consultant shall submit an updated quarterly MWBE utilization report and the Employment Data, Schedule of Minorities And Women report for all professional service contracts. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period. Payment applications, task authorizations

and contract renewals may be delayed if these reports are not submitted every quarter in a timely manner until completion of project indicating final report.

- iv. The awarded prime consultant shall not substitute, replace or terminate any M/WBE firm without prior written authorization from the Business Development Manager, nor shall the prime reduce the scope of work or monetary value of a subconsultant without written authorization of the county. The prime consultant shall notify the Business Development Division of any additional awards to the M/WBE firm on the prime consultant's team and the addition of any new M/WBE firm to the prime consultant's team on that project.
- v. The prime consultant shall expeditiously advise all M/WBE's and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the M/WBE firm on their team.

Execution of the contract between Orange County and the Proposer shall be contingent upon the filing of executed contracts between the Proposer and the M/WBE subs listed on Form B with the Business Development Division.

- 9. The Proposer understands that this RFP does not constitute an agreement or contract with the Proposer.
- 10. Any Proposer who submits in its Proposal to the County any information that is determined by the County, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect may be disqualified from consideration.
- 11. **SHORTLISTS, PROTESTS AND LOBBYING:** The recommended short list of firms, rank by score, highest to lowest, will be posted for review by interested parties at the Procurement Division and at <http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain for a period of five full business days. Failure to file a protest to the Procurement Division Manager by 5:00 PM on the fifth full business day after the posting date shall constitute a waiver of protest proceedings. Additional information relative to protests can be found at the following site:
<http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx>

Orange County Lobbyist Regulations General Information

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the successful Proposer. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon Contract award. Additional information relative to lobbying can be found at:

<http://www.orangecountyfl.net/OpenGovernment/LobbyingAtOrangeCounty.aspx>

The Board of County Commissioners may void any Contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the blackout period restrictions of Ordinance No. 2002-15.

12. **ETHICS COMPLIANCE**

The following forms are included in this solicitation and shall be completed and submitted as indicated below:

a. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in Section 2-351, Orange County Code. This form shall be completed and submitted with any bid, proposal or other response to an Orange County solicitation.

The bidder, proposer or responder to the solicitation shall not be awarded a contract unless this form has been completed and submitted. Any questions concerning this form shall be addressed to the purchasing agent or contract administrator identified in the applicable solicitation. Also, a listing of the most frequently asked questions concerning this form is attached for your information.

b. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with the applicable bid, proposal or response to an Orange County solicitation. No contract award will be made unless this form has been completed and submitted. Any questions concerning this form shall be addressed to the purchasing agent or contract administrator identified in the applicable solicitation. Also, a listing of the most frequently asked questions concerning this form is attached for your information.

13. Joint venture firms must complete and submit with their Proposal the form titled "Information for Determining Joint Venture Eligibility", (Form K) and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project. **If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.** Failure to timely submit a completed Form K along with an attached written copy of the joint venture agreement may result in disqualification of your Proposal.

14. Conflict/Non-Conflict of Interest and Litigation Statement shall be completed and signed. Additional requested information shall be attached, if applicable.

15. **PUBLIC ENTITY CRIME STATEMENT (FS 287.133)**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid or Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, subconsultant or Consultant under a contract with any public entity, and may not

transact business with any public entity in excess of the threshold amount provided in Florida State Statutes Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

16. **SUBCONSULTANTS**

Proposers shall list **all** proposed subconsultants to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work subcontracted (discipline, trade or commodity), proposed percentage of work, and the M/WBE or Majority designation (M/WBE or Non-M/WBE). Form B is provided for this information.

Proposers are expressly prohibited from substituting subconsultants projected to perform five percent (5%) or more of the over-all work as stated in the written Proposal. Such substitution, for any reason, after opening of the Proposal, and prior to award by the County shall result in disqualification of the Proposal from further consideration for award, except in extraordinary circumstances. Examples of such circumstances are the subconsultants' firm going out of business; death of the owner of the firm; or the inability of the subconsultant to perform the work specified. Should such an occurrence arise, it must be substantiated, and the subconsultant substitution approved, by the County prior to contract execution.

Requests for substitution of subconsultants who are cumulatively scheduled to perform less than five percent (5%) of the over-all scope of services may be considered only prior to final scoring of Proposals by the Procurement Committee. Such requests for substitution must be in writing accompanied by a written withdrawal from the originally listed subconsultant. Failure to comply with these requirements shall result in disqualification of the Proposal from further consideration for award. The Procurement Committee shall be the sole determinant regarding acceptance/rejection of requested substitutions.

17. Failure of any Proposer to comply with the INSTRUCTIONS TO PROPOSERS and TERMS AND CONDITIONS of this Request for Proposal, unless specifically identified as a mandatory requirement by the word "shall", may render the Proposal non-responsive and ineligible from further consideration.

19. The Proposer warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Proposer any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract. For the breach or violation of this provision, the County shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

20.

19. **BONUS POINTS FOR HIRING OF DISPLACED WORKERS**

Proposers may be awarded a maximum of five (5) bonus points for a commitment to hire displaced workers residing in Orange County, Florida as full-

time employees for the duration of the contract. One point will be awarded for each new full-time hire up to and including a maximum of five (5) points.

To be eligible for bonus points, Proposers must complete Form WR – Section I (attached) listing the number of displaced workers to be hired full-time and submit with the Proposal. Bonus points shall only be awarded once for any one individual hired. Individuals hired may be employed in any position within the firm but must be hired on a full-time basis.

Within five (5) days after the contract award, the Proposer shall contact the Business Development Division Liaison, at (407) 836-5485 to assist with meeting this requirement.

The failure of the CONSULTANT to comply with these hiring commitments after contract award shall be grounds for termination of the contract for default.

During performance of the contract, the Consultant will take appropriate steps to ensure that individuals hired under this program are retained. However, if it becomes necessary to replace an employee, the Consultant shall contact the Business Development Division (BDD) Liaison. At its discretion, the County may periodically request submission of certified payrolls to confirm the employment status of program participants.

20. **BONUS POINTS FOR HIRING REGISTERED SERVICE-DISABLED VETERANS**

Additional point consideration will be available for those proposing to hire certified registered service-disabled veteran business enterprises. Proposers will receive the following point allocation:

A. Registered service-disabled veteran business enterprise proposers competing as a prime consultant shall receive five (5) points;

B. Registered service-disabled veteran business enterprise proposers with registered service-disabled veteran business enterprise sub-consultants on their team shall receive two points for each sub-consultant up to a maximum of ten (10) points;

C. Proposers with registered service-disabled veteran business enterprise sub-consultants on their team shall receive two points for each sub-consultant up to a maximum of ten (10) points.

D. All SDV firms must be Orange County registered at the time of submittal of the proposal and must be registered in the area(s) for which they will be used.

If a firm claims to be registered, but is not listed on the County's website, ocfl.net, the Proposer should obtain a copy of their Orange County registration and/or contact the Business Development Division at 407-836-7317 for

verification of registration. Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola counties) are eligible for Orange County registration.

E. Proposers shall submit signed Letters of Intent with their proposal. Proposers for all current Orange County registered subconsultants identified on the SCHEDULE OF SUBCONTRACTING – SDV PARTICIPATION FORM. These letters of Intent must indicate the scope of work to be performed by every registered SDV plus the percentage of the contract fees to be contracted to the listed subcontractor.

F. The Consultant's responsibilities and requirements are itemized below:

1. Incorporate a 72-hour prompt payment assurance provision and payment schedule in all contracts between the prime and sub-Consultant.
2. File copies of all executed subcontractor agreement/contracts between the prime and all SDV subconsultants on the project to Orange County Business Development Division.
3. The Consultant shall furnish written documentation evidencing actual dollars paid to each subconsultant utilized by the prime Consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime Consultant prior to the issuance of final payment.
4. The Consultant shall submit an updated quarterly SDV utilization report and the "Employment Data, Schedule of Minorities and Women" report for all professional service contracts. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period.
5. The Consultant shall not substitute, replace or terminate any SDV firm without prior written authorization of the County, nor shall the Consultant reduce the scope of work or monetary value of a subconsultant without written authorization of the County. The Consultant shall notify the Business Development Division of any additional awards to the SDV firm on the Consultant's team and the addition of any new SDV firm to the Consultant's team on that project.
6. The Consultant shall expeditiously advise all SDV's and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the SDV firm(s) on their team.

Execution of the contract between Orange County and the Proposer shall be

contingent upon the filing of executed contracts between the Proposer and the SDV subs listed on the SCHEDULE OF SUBCONTRACTING - SDV PARTICIPATION FORM with the Business Development Division.

Proposers are expressly prohibited from substituting subconsultants projected to perform five percent (5%) or more of the overall work as stated in the written Proposal. Such substitution, for any reason, after opening of the Proposal, and prior to award by the County, shall result in disqualification of the Proposal from further consideration for award, except in extraordinary circumstances. Examples of such circumstances are the subconsultants' firm going out of business; death of the owner of the firm; or the inability of the sub-Consultant to perform the work specified. Should such an occurrence arise, it must be substantiated, and the sub- substitution approved, by the County prior to contact execution.

Requests for substitution of subconsultants who are cumulatively scheduled to perform less than five percent (5%) of the over-all scope of services may be considered only prior to final scoring of Proposals by the Procurement Committee. Such requests for substitution must be in writing accompanied by a written withdrawal from the originally listed subconsultant. Failure to comply with these requirements shall result in disqualification of the Proposal from further consideration for award. The Procurement Committee shall be the sole determinant regarding acceptance/rejection of requested substitutions.

The proposer understands that this RFP does not constitute an agreement or contract with the Proposers.

Any Proposers who submits a Proposal to the County with any information that is determined by the County, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect may be disqualified from consideration.

When considering two (2) or more proposals, or replies for the procurement of commodities or contractual services, where at least one is from a registered service-disabled veteran business enterprise but which are otherwise equal with respect to all relevant considerations, including price, quality, and service, the Procurement Division Manager shall award such procurement or contract to the registered service-disabled veteran business enterprise.

If a registered SDV, entitled to the vendor preference and one (1) or more other M/WBE businesses also entitled to this preference, or another vendor preference provided by the Orange County Code, submits bids, proposals, or replies for the procurement of goods or services which are otherwise equal with respect to all relevant considerations, including price, quality and service, then the Procurement Division Manager will award the procurement or contract to the business having the smallest net worth.

The Proposer shall contact the Business Development Division Liaison at 407-836-8363 for any questions and/or concerns as it relates to Registered Service-Disabled Veterans.

21. **CONTRACT AWARD CRITERIA**

The County will award a single contract for this requirement.

22. **KEY PERSONNEL**

The Project Manager and Project Engineer must be two different individuals, both currently employed by the Prime Consultant, and both the Project Manager and Project Engineer shall be Professional Engineers registered in the State of Florida.

23. **REFERENCE CHECKS**

The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced project. Contact persons must have been informed that they are being used as a reference and that the County may be calling or emailing them. More than one person can be listed but all must have knowledge of the project.

DO NOT list principals or officers who will not be able to answer specific questions regarding the project. Failure of references listed to respond to the County's inquiries may negatively impact the rating of the Proposal. The reference shall be the owner or a representative of the owner. An owner's representative is defined as a firm or individual hired by the owner to oversee the design or construction oversight services performed by the prime consultant. Consultants or Consultants who provided services under the referenced project (contract) shall not be accepted as references unless they were hired as the owner's representative for the referenced project (contract).

24. **VERIFICATION OF EMPLOYMENT STATUS**

Prior to the employment of any person under this contract, the Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the contract term, and an express requirement that Consultant include in such subcontracts the requirement that subconsultants performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

<http://www.uscis.gov/portal/site/uscis>.

Only those employees determined eligible to work within the United States shall be employed under this contract.

By submission of a bid in response to this solicitation, the Consultant affirms that all employees in the above categories shall undergo e-verification before placement on this contract. The Consultant shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

25. **WEIGHTED CRITERIA**

The following criteria and weights shall be utilized in the evaluation of the Proposals:

<u>Criteria</u>	<u>Weight</u>
Similar Projects Completed by the Proposed Project Manager (Form D)	15
Similar Projects Completed by the Proposed Project Engineer (Form E)	10
Skills and Experience of the Project Team (Form F)	15
M/WBE Participation (Form B, J, K, M)	15
Location (Form C)	10
Volume of Work Previously Awarded by the County	5
Approach, Understanding, Scope Response (Form H)	30
TOTAL	100

26. **SIMILAR PROJECTS**

“Similar Projects” for the purposes of this Request for Proposals has been defined as:

A road project for which the design and permitting has been successfully completed within the past fifteen (15) years immediately preceding the submittal date of this Request for Proposals and contain the following elements:

1. **Design of a multi-lane urban roadway having a minimum length of 0.7 miles and a design fee equal to or greater than three hundred thousand dollars (\$300,000). For purposes of this Request for Proposal, “urban” is defined as projects with either open or closed drainage or a combination thereof, which traverse an urbanized area with multiple intersecting streets and connecting driveways. Multi-lane is defined as having four or more lanes. Resurfacing, Restoration and Rehabilitation (RRR) projects shall be considered to be similar projects. Limited access roads and Design-Build projects shall not be considered for this element.**
2. **Preparation of maintenance of traffic plans.**
3. **Preparation of bid documents (must include both final construction plans and technical specifications for credit)**
4. Obtained permit for the design of storm water management facilities and storm sewer conveyance system.
5. Preparation of a design survey.
6. Preparation of signalization plans.
7. Utility coordination and preparation of utility adjustment plans.
8. Preparation of landscaping plans.
9. Preparation of lighting plans

Work elements provided by the Owner or by individuals not employed by the Consultant or their Sub-Consultants are not acceptable and will result in no points being awarded for those elements.

The Consultant shall not submit more than three (3) similar projects for the proposed Project Manager and shall not submit more than three (3) similar projects for the proposed Project Engineer.

The proposed Project Manager and the proposed Project Engineer may submit the same similar projects.

For a similar project to be considered for one half (1/2) point for both the proposed Project Manager and the proposed Project Engineer, a project must contain the mandatory elements, Element one (1), Element two (2), and Element three (3). For a similar project to be considered for one (1) full point both the proposed Project Manager and the proposed Project Engineer, a project must contain the mandatory elements, Element One (1), Element Two (2), and Element Three (3) **PLUS** at least three (3) of the remaining elements.

Projects not containing at the mandatory elements, Element One (1), Element Two (2), and Element Three (3) will receive zero points.

To be credited as similar projects for the proposed Project Manager the individual must have served as either the Project Manager or Project Engineer on one (1) of the similar projects listed for a substantial majority of the project activities and duration. To be credited as similar projects for the remaining two (2) similar projects listed the individual must have served as the Project Manager for a substantial majority of the project activities and duration. The individual may have served as the Project Manager on all projects listed.

To be credited as similar projects for the proposed Project Engineer the individual must have served as the Project Manager, Project Engineer or Design Engineer on one (1) of the similar projects listed for a substantial majority of the project activities and duration. To be credited as similar projects for each of the remaining two (2) similar projects listed the individual must have served as the Project Manager or the Project Engineer for a substantial majority of the project activities and duration. The individual may have served as the Project Manager or the Project Engineer on all projects listed.

Definitions:

Substantial majority shall be defined as 70% of the work.

Project Manager - Defined as the individual who managed the administrative elements of the project, was the primary point of contact for the client, and directed the production of the work products. The Project Manager must be a registered professional engineer in the State of Florida.

Project Engineer - Defined as the individual who assisted the Project Manager as the lead technical supervisor of project design activities as described in the similar project criteria. This position also serves as the point of contact for the client in the Project Manager's absence. The Project Engineer must be a registered professional engineer in the State of Florida.

Resurfacing, Restoration and Rehabilitation (RRR) projects are described by the Florida Department of Transportation, (FDOT) Plans Preparation Manual (PPM), January 2016, Volume I – English, as to the purpose and general nature by the following:

25.3.1.1 *Principle Reason(s) for the RRR Project*

The following list indicates some, but not all, of the principle reasons that can generate a RRR project:

- a. *To preserve or extend the life of the existing pavement.*
- b. *Improve capacity (without adding continuous through lanes).*
- c. *Improve operating characteristics.*
- d. *Site specific crash reduction.*
- e. *Section wide crash reduction.*
- f. *General safety modifications*

Limited Access (LA) projects are defined as a major divided highway designed for high speed travel, having few or no intersections.

The Proposer shall ensure that the basic description of the similar project, including all required performance requirements and/or dimensions are *identified* and that the elements are adequately explained in the text. The description shall document how the particular element was performed in conjunction with the overall project. The mere listing of elements without specific details in the body of the description will negatively impact the scoring for the project.

Failure to identify the specific performance requirements and/or dimensions of the project to ensure it meets the similar project description shall negatively impact that project's score.

Individuals listed as references for each project must be knowledgeable about the design elements included in the project and of the nature and duration of the involvement of the Project Manager or Project Engineer, as applicable. All references will be contacted. No credit will be given for projects where the reference cannot be contacted or where the reference does not support the project elements and/or length and nature of the Project Manager or Project Engineer's involvement in the project (as listed in the proposal).

Note: Determination of a project as similar shall be at the sole discretion of the County.

27. **EXPERIENCE OF THE PROJECT TEAM**

It is the responsibility of the Proposer to verify sub consultants and/or other team member's satisfactory performance on previous Orange County projects

28. **VOLUME OF WORK**

The county shall evaluate information in its "Volume of Work" database to determine the Proposers' scores for the Volume of Work criteria. This information is available on-line at:

<http://www.orangecountyfl.net/VendorServices/VolumeofWorkReport.aspx>

This database includes only the award amounts specifically attributable to the consultant, either as a prime or as a sub-consultant or as a member of a joint venture under previously awarded contracts, contract amendments, purchase orders, task authorizations, and change orders to those purchase orders and task authorizations. In the case of mergers between two or more firms or a parent subsidiary relationship the combined fee for all companies involved will be considered. Fees will be counted towards the Volume of Work at the time of award (not invoices paid). Total fees under negotiation are based on the budget amount for professional services. The end date for volume of work calculation is the date set for receipt of proposals.

Volume of Work is calculated using the following formula:

CONTRACT PERIOD	TOTAL FEE AWARDED TO PRIME CONSULTANT		FACTOR		ADJUSTED FEE AMOUNT
(1) From October 1, 2016 to April 1, 2018	\$	X	1.0	=	\$
(2) First Year Past: 10/01/15- 9/30/16	\$	X	0.75	=	\$
(3) Second Year Past: 10/01/14- 09/30/15	\$	X	0.50	=	\$
(4) Third Year Past: 10/01/13-09/30/14	\$	X	0.25	=	\$
(5) Total Fees Under Negotiation	\$	X	0.90	=	\$
TOTAL FEE CONSIDERED					\$

Proposers are cautioned that they are responsible for confirming the accuracy of their volume of work data prior to the time and date set for receipt of proposals.

Points will be awarded as follows:

- Firms with no previous work with the County as a prime consultant or sub-consultant during the current fiscal year and previous fiscal years **5 Points**
- Firms with adjusted fees of \$1 through \$2,000,000 **4 Points**
- Firms with adjusted fees of \$2,000,001 through \$3,000,000 **3 Points**
- Firms with adjusted fees of \$3,000,001 through \$4,000,000 **2 Points**
- Firms with adjusted fees of \$4,000,001 through \$5,000,000 **1 Point**
- Firms with adjusted fees exceeding \$5,000,000 **0 Points**

When a Joint Venture submits a proposal, the volume of work awarded by the County to each Joint Venture firm will be multiplied by the percentage of participation in the Joint Venture by that firm and those adjusted figures totaled to determine the total dollar amount to be used in the category.

19. **ORAL PRESENTATIONS**

At this time, oral presentations are not contemplated for this procurement.

30. **PROCEDURES AFTER RECEIPT OF PROPOSALS**

- a. Proposals will be evaluated, scored and short-listed by a Procurement Committee based on the weighted criteria described herein.
- b. After the Procurement Committee completes its evaluation, the evaluation results and the short-listed firms will be posted at the Public Notice Board at the Procurement Division office, 400 E. South St., Second Floor, Orlando, FL 32801 and at <http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp>. Upon expiration of the period allowed for protests, the item will be scheduled for the consideration at an upcoming Board of County Commissioners' meeting. If oral presentations are required, the short-listed firms will be notified of

the presentation procedures and schedule. If oral presentations are not required, the short-list will be provided to the Board for discussion and approval.

31. **COST AND PRICING DATA**

The County shall require the selected Consultant to provide the following documentation to support the negotiated fee Proposal as a condition precedent to the execution of the Contract:

- a. A current statement for the most recently completed fiscal year clearly showing the costs (not percentage) of direct labor, indirect labor, fringe benefits, general administrative and overhead costs and a statement of profit or operating margin requested. **A detailed general ledger that is reconciled to the statement of direct labor, indirect labor, fringe benefits, general administrative and overhead costs shall be furnished upon request of the County.**

All indirect costs shall be computed in accordance with 48 CFR Federal Acquisition Regulations.

- b. A detailed summary of any transactions between organizations under common control that are included in the indirect costs reported in paragraph "a." above.
- c. Raw labor rates by labor classification certified as accurate by an officer of the company.
- d. Breakdown of the fee by task/labor classification and raw or billable hourly rate/number of hours.
- e. Summary of fees for services to be provided by subconsultants.
- f. Scope of work and fee Proposal from each sub supporting the above summary, on the subconsultants' letterhead. The scope of work for each sub must support the scope of work of the prime Consultant's contract.
- g. Breakeven multiplier statement from each subconsultant (breakeven multiplier includes direct and indirect labor, general administrative and overhead costs) and the profit or operating margin clearly indicated.
- h. Project schedule.
- i. Breakdown of all out-of-pocket and/or direct expenses.
- j. If any costs for local travel are included, there must be compelling reasons for such costs that must be adequately supported by specific justifications.

32. **SUPPORTING DOCUMENTATION**

The County shall require the selected Consultant to provide the following documentation to support the negotiated Proposal.

- a. Scope of service as revised during contract negotiations. Note that changes should serve to clarify the scope and not add or delete from the scope of work as contained in the Request for Proposals.
- b. Billable hourly rates for each proposed sub-consultant developed by multiplying the raw labor rates by the breakeven multiplier. This information must be certified by an officer of the firm. Breakeven multiplier

- includes direct and indirect labor, general administrative and overhead costs. The profit or operating margin must be clearly indicated
- c. Valid insurance certificate(s) evidencing contractually required coverage.

33. **DEBRIEFING OF PROPOSERS**

Not later than thirty (30) days after Board approval of a selection or shortlist, a Proposer may submit a written request to the applicable contract administrator or purchasing agent for a debriefing on the evaluation of their proposal. The contract administrator/purchasing agent will schedule a meeting with the Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone conference. The debriefing shall include the following minimum information:

- a. Key requirements of the solicitation.
- b. The overall ranking of all proposals. The significant weaknesses or deficiencies in the proposal in response to the requirements of the solicitation.
- c. If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.
- d. If applicable, a summary of the rationale for award.
- e. Responses to any relevant questions of the proposer.

Untimely debriefing requests will also be considered.

34. **PROPRIETARY INFORMATION**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all proposers should be aware that Request for Proposals or Invitation for Bids and the responses thereto are in the public domain. **Proposers must identify specifically** any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law.**

Exhibit A
UCF/Alafaya Trail Pedestrian Safety
(Alafaya Trail from Challenger Parkway to McCulloch Road;
University Boulevard from Quadrangle Boulevard to Alafaya Trail)
(Approximately 3.1 miles)

Final Engineering Design
Scope of Services

The Consultant shall provide final engineering design and construction plan preparation for the above referenced project. The Consultant shall perform those engineering services required to prepare a complete set of contract documents (construction plans and specifications) as described elsewhere herein.

The Consultant shall use the Recommended Improvements Implementation Plan provided in the UCF/Alafaya Trail Pedestrian Safety Study Final Report as approved by the Board of County Commissioners on November 29, 2016. The Consultant shall perform the required engineering services utilizing all the applicable materials and data collected and provided in the UCF/Alafaya Trail Pedestrian Safety Study, the Memorandum of Agreement between Orange County and the State of Florida Department of Transportation and the Campus Development Agreement between The University of Central Florida Board of Trustees and Orange County.

The design shall be prepared in two phases. Phase I shall include items outlined in this scope. Phase II will include remaining items in the Recommended Improvements Implementation Plan. The scope and fee for Phase II will be negotiated at a later date.

The Consultant's Engineer-of-Record shall sign and seal his/her certification on the plans stating that the design has been prepared in accordance with the State of Florida Manual of Uniform Standards for Design, Construction, and Maintenance for Streets and Highways. Plans shall be accurate, legible and completed in accordance with the Florida Department of Transportation (FDOT) Roadway Plans Preparation Manual and the Florida Department of Transportation Roadway and Traffic Design Standards latest English Units edition in effect at the time of the Notice to Proceed, as modified herein. The Consultant shall utilize engineering judgment, best practices and acceptable principles in performing the work.

The Consultant shall prepare plans for the construction of Phase I pedestrian safety improvements along the project corridors: Alafaya Trail/State Road 434 from Challenger Parkway to McCulloch Road (approximately 2.6 miles) and University Boulevard from Quadrangle Boulevard to Alafaya Trail (approximately 0.5 mile), with a total of approximately 3.1 miles. The work to be completed under this scope of services shall include the development of construction plans for the Recommended Improvements Implementation Plan Phase I. The recommended improvements of Phase I consist of signage, pedestrian channelization, landscaping, intersection improvements, pedestrian-scale lighting, pedestrian/bicycle path, and signalized mid-block crossings.

The Consultant shall also be responsible for ensuring, as part of the construction plans set, that the improvements can be accommodated within the existing right-of-way or that the amount and location of additional right-of-way needed for the construction of the improvements are identified and mapped in the plans set.

The lump sum fee and man-hour requirements shall be presented utilizing forms in Exhibit B. A general Project Schedule shall be attached to the fee proposal as Exhibit D.

The tasks included in this Scope of Services can be generally grouped into the following eight primary Tasks:

1. Administration
2. Public Information
3. Design and Plans Preparation
4. Permitting
5. Right-of-Way Engineering
6. Design Surveys
7. Geotechnical Services
8. Post Design Services

This Scope of Services addresses each task and serves to further define specific requirements. The Consultant shall submit all required deliverables and provide specific services (with the exception of Post Design Services) within 365 days (inclusive of four-week review periods by County for review of progress submittals) upon written authorization from the COUNTY.

1.0 Administration

1.1 Notice to Proceed Meeting

The Consultant shall prepare for and attend a Notice to Proceed Meeting with the Orange County Project Manager and staff. At this meeting, Orange County staff and key members of the Consulting team shall set the final parameters for the project and formally initiate design.

1.2 Project Meetings

The appropriate members of the Consulting team shall attend periodic meetings (up to four (4)) with the Orange County Project Manager and staff to discuss project progress and status, technical issues, and upcoming events and activities. The purpose of these meetings is to maintain clear communication between the County and the Consultant Project Team. The Consultant shall prepare and distribute meeting minutes within three (3) days following each of these meetings.

1.3 Project Management and Supervision

Project Management and Supervision shall be included as a percentage of man-hours for each Task listed above except for Administration and Post Design Services.

1.4 Final Design Project Schedule

The Consultant shall prepare and submit a detailed project schedule prior to the Notice to Proceed Meeting for completion of final design and plans preparation. The schedule will identify major tasks, their duration and tasks relationships. All deliverables shall be identified as milestones on the schedule. This schedule will utilize the Orange County Standard Roadway Project Schedule format on MS Project. The Consultant shall submit an updated design project schedule as directed by the Orange County Project Manager.

1.5 Cost Estimates and Construction Schedule

The Consultant shall prepare and submit a detailed engineer's cost estimate for project construction at each 60%, 90%, and final submittal. The Consultant shall also provide an estimate of construction time at the 90% and final submittals.

Note: If no bid is within +/- 10 % of the Engineer's estimate, the Consultant shall prepare a revised estimate, re-evaluate the construction plans, evaluate the bids and submit a report that summarizes this information. This report will include recommendations for revisions to the construction documents, if needed. This report shall be prepared at no cost to the County.

1.6 Utility Coordination

The Consultant shall coordinate with all utility providers within the project limits by furnishing plans at the 30%, 60%, 90%, 100% and final review stages to each provider for review, confirmation of utility location and identification of any needed relocation. Development of the pedestrian safety plans shall consider and incorporate the input provided by each utility. The Consultant shall coordinate with all utilities to ensure that the final design considers all existing, proposed or relocated utilities. As part of each progress submittal, the Consultant shall provide a list of all utilities that have been provided copies of the construction plans, including points of contact and the dates the plans were delivered to each utility. Consultant shall also provide a summary of the responses received from each utility, including responder's name and date the response was received.

The Consultant shall conduct timely on-going utility coordination efforts to ensure timely receipt of design information from the various utilities. The Consultant shall hold utility coordination meetings at Orange County Public Works at 60%, 90% and at 100% plans as necessary, and shall furnish the most recent project schedule to the utility companies. The Consultant shall prepare and distribute the meeting minutes within three (3) days following each of these meetings.

The Consultant shall prepare a Utilities Conflict Matrix and resolve all utility conflicts prior to submitting final plans. No utilities shall be in conflict with any proposed improvements.

The Consultant shall coordinate with appropriate utility providers to identify any unrecorded or prescriptive easements. Said information shall be communicated to Orange County appraisal/right-of-way acquisition staff.

1.7 Progress Review Meetings

The Consultant shall conduct a progress review workshop at the request of Orange County at the 60%, 90% and bid package review stages. The County Project Manager shall ensure that relevant County divisions, FDOT and UCF are represented at each of the workshops. The purpose of the workshops is for the Consultant, County, FDOT and UCF staff to discuss project design issues, including constructability, utility coordination, right-of-way requirements, and any other applicable issues.

1.8 Coordination with project stakeholders

The Consultant shall coordinate the 60%, 90%, and 100% plans review submittals and obtain comments directly from the Florida Department of Transportation, University of

Central Florida, and the following Orange County Divisions: Engineering, Traffic Engineering, Roads and Drainage, Highway Construction, Stormwater, and any other required coordination with any other Department and/or Division of Orange County. Also, any required coordination related to the design with any other city or county shall be handled by the Consultant in coordination with the County Project Manager.

1.9 Quality Assurance/Quality Control

The Consultant shall designate appropriate staff to conduct Quality Assurance/Quality Control (QA/QC) reviews of all work products. These reviews shall be performed for all work products prior to their being submitted to the County for review or use. Work effort for QA/QC reviews shall be addressed as part of the work effort for each Pay Item as identified elsewhere herein.

1.10 Deliverables

Work to be completed under this Task by the Consultant shall require the following items to be delivered and accepted by the County:

- Notice to Proceed Meeting Summary
- Final design project Schedule
- Construction Time Estimate
- Cost Estimate
- Utility Conflict Matrix

1.11 Pay Item

Work to be completed under this Task by the Consultant shall be paid for under the following pay items as listed on the Activity and Fee Summary:

- Administration

2.0 Public Information

The purpose of the public information task is to keep the community advised of the project status. Therefore, the Consultant shall conduct the following public information activities throughout the project.

2.1 Small Group Meetings

The Consultant shall be available to conduct up to three (3) small group meetings with organizations interested in the final design. These meetings/presentations may be made to informal or formal homeowners groups/associations or other formal organizations. The Consultant shall be responsible for all presentations, handout materials and displays, if needed, as identified in the Table of Deliverables.

2.2 Newsletters

The Consultant shall prepare and distribute project newsletters at the three (3) milestones during Design:

1. Within two weeks of the Notice to Proceed
2. At the start of the right-of-way acquisition process (if applicable)
3. When the project is advertised for bids

The newsletters shall include a Spanish point of contact and shall be printed in color on 8½ inch x 11 inch sheets in a format acceptable to the County. Sufficient copies of each edition shall be printed by the Consultant and shall provide 110% of the addressees on the mailing list at each mailing. The newsletters will be sent to each entry included in the data base mailing list. Newsletters shall be mailed as First Class mail. Those newsletters not mailed will be distributed as appropriate through small group meetings and workshops. The Project Manager, the Chief Engineer of the Engineering Design Section, the Manager of the Transportation Planning Division and Communications Office must approve all final newsletter proofs prior to final printing.

2.3 Project Web Page Development/Update/Maintenance

The Consultant shall provide project information to the County Project Manager within three (3) weeks of the Notice to Proceed being issued to the Consultant, and the County shall use this information to develop the Orange County project website. The information shall be in Microsoft word or PDF format. The information shall be consistent with the County template.

The Consultant shall provide updated information as necessary or as they become available for placement on the project website throughout the Design process, but at a minimum, concurrently with the issuance of project newsletters. The website shall also be updated to reflect the results of the bid process and at the issuance of the Notice to Proceed to the Contractor.

2.4 Mailing List

The County shall provide the Consultant with a current mailing list of property owners and their addresses. The list shall include all properties located within 500-feet from the centerline of each project corridor. The County shall provide the Consultant with an updated mailing list prior to the mailing of each newsletter. The Consultant shall also expand the mailing list throughout the duration of the project to include any person or institution expressing an interest in the project, potential permitting or review agencies, elected and appointed officials in the area, community leaders, and media representatives. The Consultant shall utilize the most up-to-date mailing list for each newsletter distribution/ mailing.

2.5 Deliverables

Work to be completed under this Task by the Consultant shall require the following items to be delivered and accepted by the County:

- Small group meetings (including presentations, display materials, handouts and summaries)
- Newsletters (up to 3 editions)
- Initial web site information and periodic updates

2.6 Pay Item

Work to be completed under this Task by the Consultant shall be paid for under the following pay items as listed on the Activity and Fee Summary:

- Public Information

3.0 Design and Plans Preparation

The Consultant shall prepare the Final Pedestrian/Bicycle Safety Improvements Plans Package. This work effort shall include the roadway design needed to provide complete construction plans and specifications for the project with sufficient information to allow for constructing, permitting and right-of-way acquisitions. These plans are for the use of the Contractor to bid and build the project and for Orange County to ensure that the project is built as designed and in accordance to specifications. The Consultant shall provide 30%, 60%, 90% and 100% progress review submittals, in half size (11 inches x 17 inches) format. The Consultant shall provide final plans in half size (11 inches x 17 inches) format and full size (22 inches x 34 inches) format. All text shall be clear and legible on both the full size and half size plans. Full size and half size plans shall identify the scale of the drawing in both numerical and graphic formats. All references to scale hereafter refer to the scale on the full size (22 inches x 34 inches) format. Each submittal shall contain the information items listed in the appropriate Orange County Progress Review Submittal checklist. A copy of the appropriate checklist shall accompany each submittal with a certification signed by the Consultant's Project Manager certifying that the submittal completely addresses the required items as listed on the check list. Each review submittal shall include documentation of the internal Quality Assurance and Quality Control review conducted by the Consultant. The Consultant shall complete designs required for all aspects of the project as specifically described herein.

Final bid documents shall be submitted in both hard copy, as specified elsewhere herein, and electronic format in accordance with the standards established by the Orange County Purchasing and Contracts Division.

3.1 Roadway Design

The Consultant shall complete all design analysis, studies, and geotechnical investigations as required to complete the pedestrian/bicycle safety improvements recommended in the UCF/Alafaya Trail Pedestrian Safety Study along the project corridors. This effort shall include, but not be limited to, the following areas.

3.1.1 Design Analysis

The Consultant shall design the geometrics for the project using the design standards that are most appropriate and best practices that place an emphasis on pedestrian/bicycle accommodations with the proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, access management, to be consistent with the alignment and typical sections, the type of construction and other design parameters identified and described in the UCF/Alafaya Trail Pedestrian Safety Study.

Key components of the Design Parameters include, but are not limited to, the Design Elements listed herein:

- Horizontal and vertical alignments
- Sight distance (particular in areas where pedestrian fencing is contemplated within the medians)
- Lane widths
- Sidewalks (widths and placement) – Consideration shall be given to the installation of wide sidewalks set as far from the edge of curb as feasible

- Medians,
- Pedestrian channelization/fencing within the median of Alafaya Trail and University Boulevard
- Pedestrian-scale lighting (location and type of illumination)
- Roadside clear zones
- Curb ramps and cross and side slopes
- Features/design of intersections (including major intersections and the minor roadway/driveway intersections) – including signalization, pedestrian landings, pedestrian fencing within the medians approaching the intersection, turning radii at each approach, sight distance and crosswalk treatments
- Bus stop location/relocation
- Signalized mid-block crossings

Based on the evaluation of the Design Elements, the geometric design developed by the Consultant shall accomplish the improvements recommended in the UCF/Alafaya Trail Pedestrian Safety Study and as reiterated in this scope of services. It shall be intended to address pedestrian/bicycle safety challenges in the project corridors and not merely an adherence to minimum County, AASHTO and FDOT standards.

The Consultant shall prepare a Typical Section Package that shall include information sufficient for the County to approve overall elements of the roadway improvements related to the typical section. Significant variations along a single corridor or multiple affected corridors may require multiple typical sections. Information to be included in the Typical Section Package shall include the following elements with dimensions as appropriate: lanes, medians, profile grade point(s), cross-slopes (all elements as appropriate), curb type, shoulders, sidewalk placement relative to curb (or edge of pavement), centerline of construction, right of way, easements, clearing and grubbing limits, and side slopes or retaining walls as appropriate. Other elements to be provided in the package include: type of (but not necessarily thickness of) subgrade stabilization, base course, structural course and friction course (for concrete pavement the concrete is shown in lieu of the latter two items); design speed, recommended posted speed, and traffic volumes (opening and design year).

The Consultant shall prepare a Roadway Design Criteria Package utilizing the Design Parameters and Elements. This Criteria Package shall address such items as Roadway Classification, Design Vehicle, Design Year, Design Speed, Horizontal Alignment, Vertical Alignment, Cross Section elements, MOT concept etc.

The Typical Section and Roadway Design Criteria Packages shall be submitted to the County, FDOT and UCF for review and approval prior to commencing any work for the 30% design and plans packages. Any roadway widening or pavement widening shall match existing pavement structure.

3.1.2 Roadway Design Documentation and Computation Book

The Consultant shall submit all design notes; design calculations and computations in book form to document the decisions and conclusions reached during the development of the construction plans. The Consultant shall also submit a quantity computation book that provides a breakdown of the quantity calculations and pay items necessary to construct the project.

3.2 Drainage Design

The Consultant shall develop and finalize the design of the drainage and stormwater management systems to support the construction and installation of the pedestrian/bicycle safety improvements in accordance with the Design Packages from Sub-task 3.1. The Consultant shall verify the number and location of pond sites if needed to appropriately meet the needs of the improvements.

3.2.1 Drainage Analysis

The Consultant shall finalize the drainage design for the project including underdrain as necessary using the design standards that are applicable for the appropriate water management district and County standards. The final drainage design shall consider and address property impacts in accordance with Sub-task 5.4 of this scope of work.

3.2.2 Drainage Design Documentation and Drainage Calculations

The Consultant shall submit a Drainage Design Documentation Report containing all design notes and computations to document the decisions and conclusions reached during the development of the stormwater management systems including geotechnical investigations and reports. The Consultant shall also submit signed and sealed drainage calculations for the project.

3.2.3 Bridge Hydraulics Report (BHR) – N/A

3.3 Structural Design

3.3.1 Bridge Concept Report (BCR) – N/A

3.3.1 Bridge Design – N/A

3.3.3 Retaining Wall Design (if applicable)

The Consultant shall provide all necessary design effort required to produce a complete set of construction documents for a conventional retaining wall system. The Consultant shall also determine appropriate Proprietary Wall types from the FDOT proprietary wall standards to the extent necessary to finalize the wall plans as described herein for proprietary wall systems. Retaining walls locations to be determined.

At the County's option, the Consultant shall obtain project specific retaining wall drawings from proprietary wall companies and incorporate these drawings into the contract document.

3.3.4 Critical Temporary Retaining Wall Design – N/A

3.3.5 Miscellaneous Highway Related Structures

The Consultant shall design miscellaneous Highway Related Structures. This work effort includes the design analysis and associated plan preparation needed to prepare a complete set of contract plans and other necessary documents pursuant to the County criteria and the FDOT Plans Preparation Manuals.

3.3.5.1 Box Culverts – N/A

3.3.5.2 Overhead Sign Structures – For purposes of designing and installing/constructing the two (2) signalized mid-block crossings, the Consultant shall provide the design of sign structures for overhead cantilever and overhead truss sign assemblies and the associated foundation design sufficient to support a pedestrian signal (pedestrian hybrid beacon or Rectangular Rapid Flashing Beacon) and associated signage. Applicable FDOT Overhead Sign Structure standards shall be evaluated and incorporated to the extent possible.

Overhead Sign Structures are anticipated at the following two (2) mid-block crossing locations:

- On Alafaya Trail near Salon Drive
- On University Boulevard near Turbine Drive

3.3.5.3 Traffic Mast Arms/Mono Tubes/Trusses – Based on the operational improvements evaluated as part of the UCF/Alafaya Trail Pedestrian Safety Study, there is one (1) intersection within the project corridor in Phase 1 which has dedicated right-turn lane. The intersection may require new mast arms in order to accommodate an additional signal head or display modifications. If required, the Consultant shall provide the design of traffic mast arms/mono tube/trusses and the associated foundation design for signalized intersections. Applicable FDOT Standard pole and arm configurations shall be evaluated and incorporated to the extent possible.

Improvements to Mast Arms/Mono Tube/ Trusses are anticipated at the following intersection with dedicated right-turn lane:

- Alafaya Trail at University Boulevard

3.4 Roadway Construction Plans

The Consultant shall prepare final construction plan sheets, notes and details to include all sheets necessary to convey the intent and scope of the project for the purposes of construction. The plan sheets shall be assembled in the following order:

1. Cover Sheet
2. General Notes
3. Standard Drawings and Details

4. Summary of Pay Items
5. Drainage Map
6. Typical Sections
7. Summary of Quantities
8. Summary of Drainage Structures
9. Survey Control Sheets
10. Plan and Profile Sheets
11. Intersection Details
12. Drainage Structure Cross Section
13. Box Culvert Plans (N/A)
14. Pond Details and Cross Sections
15. Flood Plain Compensation Area Details
16. Environmental Consideration Plans
17. Geotechnical Soil Survey
18. Cross Sections
19. Erosion Control Plans
20. Miscellaneous Details
21. Screen Wall Plans (N/A)
22. Maintenance of Traffic Plans
23. Utility Adjustment Plans
24. Signing and Pavement Marking Plans
25. Signalization Plans
26. Landscape Plans
27. Structure Plans

3.4.1 Cover Sheet

The County will provide a standard County cover sheet in AutoCAD format to the Consultant. The Consultant shall complete the cover sheet with the information applicable to the project.

3.4.2 General Notes

The County shall provide a standard general notes sheet in AutoCAD format to the Consultant. The Consultant shall review and modify the general notes as required for this project.

3.4.3 Standard Drawings and Details

The Consultant shall include standard drawings and details as required for this project, including:

1. Supplementary details shall be provided for superelevation transitions. Profiles shall be shown for the profile grade line and the outside edge of each driving lane. Elevations shall be shown at 25 foot intervals, at grade breaks for the profile grade line, each lane profile on the graphical profile and on a superelevation table.
2. Details for all non-standard structures not covered elsewhere.
3. Standard details provided by Orange County, e.g., driveways, manhole rim and cover, etc.

3.4.4 Summary of Pay Items

The Consultant shall include all pay items and quantities that are required for this project. Pay items shall be based on FDOT pay items but may be amended by the County. The necessary pay items and quantities shall be shown on the summary of pay items sheet. The summary of pay items with quantities shall be submitted no later than the 60% plans.

3.4.5 Drainage Map

Drainage maps shall be developed at 1" = _____ (200)' scale on current black and white aerial photography provided by the Consultant for the entire length of the project. Ponds should be shown in their entirety.

3.4.6 Typical Sections

Upon approval of the Typical Section Package, the Consultant shall prepare the typical section sheets including the project corridors (Alafaya Trail and University Boulevard) and side (minor) streets with all applicable details added to the sections. These sheets shall also include other miscellaneous details necessary to construct the recommended pedestrian/bicycle safety improvements, including the interaction and design of the project corridors with the driveways identified in the UCF Pedestrian Safety Study. The details shall include, but are not limited to, milling and resurfacing, non-standard superelevation transitions, texturized/colored crosswalks over minor roadways and driveways, etc.

3.4.7 Summary of Quantities

The Consultant shall prepare a summary of quantities sheet in accordance with FDOT Basis of Estimates Manual showing individual summaries including, but not limited to, guardrail, fence, pedestrian fencing, turnouts, sodding, landscape/plantings, ditch pavement, side drains, underdrains, and earthwork.

3.4.8 Summary of Drainage Structures

The Consultant shall prepare a table listing all proposed or modified drainage structures on the project. The structures shall be listed by structure number in numerical order. Cross drains and storm sewer structures shall be tabulated by structure number, providing the station, side (left/right), size, type, length and incidental quantities appropriate for the pipe material contained in the plans.

3.4.9 Survey Control Sheets

See Section 6.3.

3.4.10 Plan and Profile Sheets

Plan and profile sheets shall be developed for Alafaya Trail and University Boulevard and shall conform to the following requirements:

1. Plan and profile sheets shall be prepared at a scale of 1"=20' horizontal and 1"=2' vertical and oriented such that north is shown to the top or right side of each sheet.
2. All stationing shall be positive and shall proceed from south to north or from west to east.
3. Existing features, including existing utilities, shall be shown with dashed lines and proposed or design features, including relocated

utilities, shall be shown with solid lines. Vertical utility locations verified in the field shall be shown on the profile.

4. Locations, dimensions and types of existing and proposed driveways shall be shown.
5. The plans shall show the names of all intersecting streets and shall identify the station and angle of the intersection of the centerlines.
6. Each plan and profile sheet shall show two readily accessible benchmarks to establish vertical control.
7. Horizontal control points shall be shown at all Points of Curvature, Points of Tangency, and Points of Intersection. Horizontal control points shall also be shown for Points on Curve or Points on Line such that the maximum spacing between control points is 600 feet or less.
8. All property lines and improvements located within 25 feet of the right-of-way or limits of construction, whichever extent is greater, shall be shown on the plan view.
9. Existing and proposed elevations shall be shown on the profile at even 100-foot stations and at all Points of Vertical Intersection on the Profile Grade Line. Proposed elevations shall be shown at 25-foot intervals along vertical curves and at Points of Vertical Curvature and Points of Vertical Tangency.
10. The following information shall be given for each horizontal curve on the centerline of construction and the center line of right-of-way:
 1. Curve Number
 2. P.I. Station
 3. Delta in degrees, minutes and seconds
 4. Degree of Curve
 5. Tangent length
 6. Arc length
 7. Radius
 8. P.C. Station
 9. P.T. Station
 10. Superelevation rate
11. Percent of slope for profile grade lines, ditch flow lines and all drainage pipes where not shown on the drainage details.
12. Plan and profile sheets shall be provided for all side street improvements extending more than 50 feet from the right-of-way of the main project alignments.
13. Plan and profile sheets shall be provided for all drainage outfalls extending more than 50 feet from the right-of-way of the main project alignment.
14. No separate profile sheets will be allowed unless approved by the County.
15. Driveway horizontal geometry shall conform to County standards. Profiles shall be shown for all driveways.
16. Submittal of 60% construction plans and 90% right-of-way maps shall only show the centerline of construction. Baseline of survey shall not be shown. All locations and offsets shall be based on centerline of construction.

3.4.11 Intersection Details

The Consultant shall prepare intersection detail sheets for:

- Alafaya Trail at University Boulevard

Intersection sheets shall show all necessary details and geometric controls/access management features, including reduced curb radii, pedestrian landings, turn lanes, pedestrian lighting, pedestrian fencing, landscaping, enhanced (textured/colored) crosswalks, special drainage and grading. Intersection details show or allow for phasing of construction and shall be drawn at a scale of 1" = 10'. Spot elevations shall be shown along pavement lane lines and curb returns at 10 foot intervals and at all grade breaks. Profiles for all radius returns shall be included with the detail of each intersection.

3.4.12 Drainage Structure Cross Sections

The Consultant shall prepare drainage structure cross sections for all pipes crossing under the roadway. Drainage structure sheets shall show the drainage structures, location, offsets not covered by template/standard index sheets, cross section, flow line elevations of all weirs or slots, top of grates, culverts and top of manhole elevations, pipe slopes and similar data.

3.4.13 Box Culverts – N/A

3.4.14 Pond Details and Cross Sections (if needed)

Pond detail sheets shall be provided showing a plan view of each pond at a scale acceptable to the County. Typical sections of each pond shall be shown for at least two axes of the pond. Each pond shall have cross sections to accurately depict the pond configuration. Details shall be provided for all control structures. Boring locations shall be shown on the plan view and soil boring logs shall be plotted on the pond cross sections.

3.4.15 Flood Plain Compensation Area Details and Cross Sections

Detail sheets shall be provided showing a plan view of each flood plain compensation area at a scale acceptable to the County. Typical sections of each area shall be shown for at least two axes of the area. Each flood plain compensation area shall have cross sections to accurately depict the compensation area configuration. Boring locations shall be shown on the plan view and soil boring logs shall be plotted on the cross sections.

3.4.16 Environmental Consideration Plans

The consultant shall develop Environmental Consideration Plans, at a scale acceptable to the County, including necessary notes and details, as part of the contract plans necessary to secure applicable permits. The objectives of the plans are to depict wetland and upland buffer locations and impacts. The plans shall provide, at a minimum, wetland and upland buffer locations, impact areas, limits of construction, and limits of the project. The objective of the plans are to provide unencumbered details of wetland and buffer impacts including remaining wetland and upland buffers that would be preserved throughout construction.

3.4.16.1 Mitigation Plans (If Applicable)

Once a mitigation plan has been reviewed and approved by the County, the Consultant shall be responsible for coordinating the proposed mitigation plan with the environmental agencies and for preparing the wetland mitigation plan to be included as a part of the Environmental Resource Permit application and to be included in the final construction documents.

Wetland mitigation area detail sheets shall be provided showing a plan view of each mitigation area at a scale acceptable to the County. Typical sections of each mitigation area shall be shown for at least two axes of each mitigation area. Planting zones shall be shown and dimensioned on the plan view with elevations shown on both the plan view and the cross sections. Each wetland mitigation area shall have cross sections to accurately depict the configuration of the mitigation area suitable for construction purposes. Plantings shall be listed in a table giving the common and scientific name of each species, the size of the plantings, and the number of each size of each species to be planted in each zone. Planting details, as necessary, shall also be provided. Soil boring locations shall be plotted on the plan views. Soil boring logs shall be plotted on mitigation area cross-sections or other acceptable location.

3.4.17 Geotechnical Soil Survey

The Consultant shall prepare soil survey sheets, which depicts the various types of soils encountered within the project corridors and the classification, mechanical properties, and recommended usage of those soils. The soil survey sheets shall include the following information at a minimum:

- Narrative description of each soil type with its engineering characteristics
- Supplemental soils investigations, such as muck probes

3.4.18 Cross Sections

Cross sections sheets shall include the following information, at a minimum, for roadways, lateral ditches, ponds, flood compensation areas and mitigation areas.

1. Unless otherwise approved by the County, the horizontal scale shall be 1" = 10' and the vertical scale shall be 1" = 5'.
2. The elevation grid shall be labeled on both left and right sides of each section.
3. The station shall be shown to the right of each section.
4. Existing ground, structures, drainage conduits and utilities shall be shown as dashed lines and designed or proposed features shall be shown as solid lines.
5. End areas in square feet for earthwork cut and fill shall be shown. End areas for unsuitable materials shall be identified.
6. Existing ground shall be shown at least 25 feet outside the proposed rights-of-way lines, easements or limits of construction, whichever is further.
7. Existing buildings, structures, or drainage facilities shall be shown within the limits of the cross section as described in Item 6 above.
8. Section stationing shall increase from the bottom of the sheet to the top. When more than one row of sections are placed on a sheet, the stationing shall increase from bottom to top and from left to right.

9. The existing ground elevation at the centerline, design profiles and ditches shall be shown on each section.
10. Cross sections shall be shown at intervals not exceeding 100 feet. Additional intermediate cross sections shall be shown as necessary to provide supplementary information at intersections, side streets, driveways, etc. Additional cross sections as negotiated on a project-by-project basis may be necessary as a basis to support right-of-way acquisition.
11. Cross section sheets shall be provided for all side street and driveway improvements extending more than 50 feet from the right-of-way line of the main project alignments.
12. Soil boring information, including encountered and estimated seasonal high groundwater levels shall be shown on all applicable cross sections.
13. Horizontal and vertical location of unsuitable soils.
14. The Consultant shall prepare driveway profiles for each driveway within the limits of construction, including side streets (minor roadways). Driveway profiles shall be drawn on the cross section sheets at the stations where they occur. These profiles shall show existing and proposed grade lines. Grades of proposed driveways shall conform to Orange County policies and procedures and Florida Department of Transportation Standard Indexes

3.4.19 Erosion Control Plans

The Consultant shall develop Erosion Control details, at a scale acceptable to the County and FDOT, including necessary notes and details, as part of the contract plans necessary to secure applicable permits. The objectives of the erosion control plans are to prevent erosion where construction activities are occurring, prevent pollutants from mixing with storm water and prevent pollutants from being discharged by trapping them on-site. The construction documents shall provide for a stormwater pollution prevention plan (SWPPP) and control, which will be paid for as a lump sum item.

3.4.20 Miscellaneous Details

Any details not included elsewhere in the plan set shall be shown here.

3.4.21 Screen Wall Plans – N/A

3.4.22 Maintenance of Traffic (MOT) Plans

The Consultant shall prepare plan sheets, notes and details to safely direct the movement of vehicular, bicycle and pedestrian traffic during all phases of construction. The MOT plans shall include construction phasing of mainlines, side streets, ingress and egress (driveways) to existing properties, temporary signing and pavement markings, temporary signals, and detour routes. Additional sheets, such as cross sections, profiles, drainage structures, retaining wall details and sheet piling, may be necessary to ensure implementation of the MOT plans and will be provided by the Consultant. The plan sheets will be developed at 1" = ___' scale. The construction documents shall provide for Maintenance of Traffic Plans to be paid for as a lump sum item.

3.4.22 Utility Adjustment Plans/Roadway Lighting Coordination

The Consultant shall prepare separate plan and profile sheets showing proposed new or relocated facilities by others, including pedestrian-scale lighting. These plans shall be prepared based on information provided by the utility companies.

The Consultant shall coordinate with applicable utility companies to arrange for a vehicular and pedestrian-scale lighting design prepared in accordance with agreements between the County, FDOT, UCF and the utility providers and consistent with or in accordance with applicable County and FDOT standards and requirements. The Consultant shall coordinate the design and placement of the lighting (performed by the utility provider) with the design of the roadway and intersection improvements, bus stop placement, mid-block crossings, pedestrian channelization features, sidewalk placement and landscaping. The Consultant shall show the location of the street lights and pedestrian-scale lights provided by the utility provider on the Utility Adjustment Plans.

3.4.24 Signing and Pavement Marking Plans

The Consultant shall prepare Signing and Marking Plan sheets at a scale of 1"=___' for the entire length of the project corridors, including side streets and driveways, showing pavement markings and signage to be installed on the project.

In addition to the standard roadway pavement markings and signage, the Signing and Marking Plan sheets shall show the UCF gateway at the University Boulevard and Alafaya Trail intersection, University branding signage along the UCF frontage on Alafaya Trail and University Boulevard from Alafaya Trail to Quadrangle Boulevard, and pedestrian-oriented way-finding signage to be installed on the project corridors. Pavement markings and signs shall conform to the *Manual on Uniform Traffic Control Devices*. Signing and Marking Plans shall include, but not be limited to, the following: General Note sheet(s), summary of Pay Items sheets, Plan sheet(s), and Special Marking Detail sheet(s), as needed.

3.4.25 Signalization Plans

The Consultant shall prepare plan sheets, notes and details to include, but not be limited to, the following: Intersection Signalization Plan sheets at 1" = 20' scale, General Note sheet(s), Summary of Pay Items sheet(s), Pole Mast Arm Detail sheet(s), Foundation Details sheet(s) and special detail sheet(s) and soil boring data, as needed. The signalization plans will include overhead and pole mounted lighted street signs and signal support structures and required foundations. Florida Department of Transportation standard foundation designs shall be used where applicable. The sign support structures will be aesthetically compatible with the County's current lighted sign standards. This project will involve one (1) intersection signal: at the University Boulevard and Alafaya Trail in addition to two (2) signalized mid-block pedestrian crossings: one (1) on Alafaya Trail near Salon Drive and one (1) on University Boulevard near Turbine Drive. The County will provide all available traffic data. The Consultant shall provide additional traffic data as necessary for these intersections. Span wire signal designs are not acceptable. All signals shall be mast arm/mono tube/truss design as appropriate and approved by the County.

3.4.26 Landscape Plans

The Consultant shall provide Landscape Plans prepared by a registered Landscape Architect. The Landscape Plans shall identify the location and type of plant materials to be installed. Unless otherwise directed by the County, plantings shall be limited to trees of a species that will not require irrigation after maturity. Species and location shall be coordinated with clear zone requirements, sight distance requirements, proposed signage, ground conditions, pedestrian-scale and street light locations, pedestrian fencing, billboard locations, and utility conflicts and clearance. The location of the pedestrian-scale and street lights shall also be shown on the landscaping plans to ensure that there are no conflicts between the lighting and existing trees to remain or proposed trees. The landscape plans shall also include General Notes and Details and a summary of Pay Items sheet (s).

3.4.27 Structural Plans

The Consultant shall prepare plan sheets, notes and details to include all drawings referenced in the submittal checklist.

3.4.27.1 Bridge Structure Plans Package – N/A

3.4.27.2 Wall Control Drawings – N/A

3.4.27.3 Bridge Hydraulic Recommendation Sheet – N/A

3.4.27.4 Retaining Wall Plans – (if applicable)

This task includes the effort necessary for the preparation of a complete set of Retaining Wall Drawings to include Plan and Elevation, Reinforcement Details (if required) and Special Details. The Plans shall be prepared pursuant to the County standards and the FDOT Plans Preparation Manuals.

3.4.27.5 Critical Temporary Retaining Wall Plans – N/A

3.4.27.6 Miscellaneous Highway Related Structures

This task includes the effort necessary for the preparation of a complete set of Drawings to include Plan and Elevation, Reinforcement Details (if required) and Special Details for any miscellaneous highway related structures not covered elsewhere herein, including box culverts, overhead sign structures traffic signal mast arms, mono tubes and trusses. The Plans shall be prepared pursuant to the County standards and the FDOT Plans Preparation Manuals.

3.5 Progress Review Submittals

All submittals shall be accompanied by documentation of the Quality Assurance/Quality Control reviews in accordance with Sub-task 1.7 herein. Submittals shall conform to the requirements outlined in the Orange County Progress Review Submittal checklist incorporated herein by reference. A copy of the checklist certified by the Consultant's Project Manager shall be provided in accordance with

Sub-task 1.7 herein. Submittals shall conform to the requirements outlined in the Orange County Progress Submittal checklist. A copy of the checklist certified by the Consultant's Project Manager prepared in accordance with Task 3.0 herein shall accompany each submittal.

The Consultant shall submit Construction Plans to the County, FDOT and UCF for review at the 30%, 60%, 90%, 100% and final completion stages. All County, FDOT, and UCF comments or questions on previous submittals and any additional direction received from County must be addressed with each submittal. Responses to the comments submitted by the reviewers should be addressed in writing and distributed to all reviewers. Cost estimates are required per Sub-task 1.5.

3.6 Specifications

The Consultant shall provide a complete bid package that includes: Schedule of Prices and complete set of Technical Provisions and Special Provisions for the project. The Schedule of Prices, Technical and Special Provisions shall be provided in MS Word format, which meet County requirements, as well as in any other electronic format required in accordance with the standards established by the Orange County Purchasing and Contracts Division. The Special Provisions shall clearly identify the responsible entity for each permit condition in each regulatory permit.

3.7 Electronic Design and Topography

The Consultant shall provide electronic Design and Topography files to the County in MicroStation DGN format and Autodesk DWG file format at each review submittal and as requested by the County. Orange County recommends using the MicroStation SAVEAS command available in MicroStation V8 software when converting DGN files to DWG file format.

3.8 Bid Package

The Consultant shall prepare a draft and a final bid package for construction. Orange County will provide the Consultant with a master reference document. The bid package shall include, but is not limited to, the following documents:

- Project Information Sheet
- Location Map
- Scope of Work
- Engineer's Estimate
- Index of Plan Sheets
- Part D Schedule of prices (In Word Format)
- Part G Special provisions
- Index of Technical Provisions
- Part H Technical Provisions
- Permits
- Construction Plans
- Bid Check List
-

3.9 Deliverables

Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by the County:

- Drainage Design Documentation Report

- Roadway Design Criteria Package
- Typical Section Package
- Pavement Design Package
- 30%, 60%, 90%, and 100% Construction Plans and Engineer's Cost Estimate
- Final Construction Plans and Engineer's Cost Estimate
- Roadway Design Documents and Computation Book
- Quantity Computation Book
- Draft Schedule of Prices Technical and Special Provisions
- Final Schedule of Prices Technical and Special Provisions
- Final Electronic Design and Topography Files
- Electronic Bid Document Package
- Draft Bid Package
- Final Bid Package

3.10 Pay Items

Work to be completed under this section by the Consultant shall be paid for under the following pay items as listed on the Activity and Fee Summary.

- Drainage Design Documentation Report
- Roadway Design Criteria, Typical Section and Pavement Design Packages
- 30%, 60%, 90%, 100% Construction Plans
- Final Construction Plans
- Design Notes and Computations Book
- Quantity Computation Book
- Draft Technical and Special Provisions
- Final Technical and Special Provisions
- 30%, 60%, 90%, 100% and Final Engineer's Cost Estimate
- Electronic Bid Document Package
- Final Electronic Design and Topography Files
- Draft Bid Package
- Final Bid Package

4.0 Permitting

The Consultant shall prepare all applications and other submittals and provide all services necessary to obtain all permits including Environmental Resource Permits, Army Corps of Engineers Permits, FDOT connection permits, N.P.D.E.S. permit package, Florida Fish and Wildlife Conservation Commission, dewatering permits, and any other permits that may be necessary for the construction of the proposed improvements. The County shall be responsible for all permit application fees. The Construction Plans package shall not be considered complete until all required permits have been received.

4.1 Environmental Permitting

4.1.1 Agency Coordination

The Consultant shall coordinate the environmental permitting effort with the Orange County Public Works Environmental Project Manager. The Consultant shall notify the County Project Manager and Orange County Public Works Environmental Project Manager of all meetings with regulatory agencies to coordinate attendance by County staff. The Consultant shall submit meeting

minutes and provide copies of all permit-related correspondence. In addition, the Consultant shall coordinate with County staff for any information, which may be relevant to the project design. This coordination shall take place prior to any regulatory meetings.

4.1.2 Wetland Delineation and Agency Field Review

The Consultant shall conduct and identify any wetlands in accordance with all applicable State and Federal Regulations. The Consultant shall coordinate field investigations as necessary with County staff and with the appropriate regulatory agencies. The consultant shall provide meeting minutes and field notes to County Environmental Project Manager.

4.1.3 Wetland Mitigation (Limiting Amount)

If wetland impacts cannot be avoided, the Consultant shall coordinate with the County and investigate mitigation alternatives including the following, as appropriate:

- Payment to DEP/WMD per acre of wetlands impacted as defined in CH 373.4137 FS
- Monetary participation in regional offsite mitigation area (ROMA) and/or a permitted mitigation bank
- Creation/restoration/preservation on private or County owned lands

The Consultant shall coordinate with County personnel prior to approaching any environmental permitting or review agency. In the event that physical creation, restoration or preservation is the only feasible alternative to offset wetland impacts, the Consultant shall collect all of the data and information necessary to prepare alternative mitigation concepts. The alternative mitigation concepts may be presented to the permitting agencies and commenting agencies that are processing or reviewing a permit application for this project.

Prior to selection of a final mitigation site, the Consultant shall provide, as necessary, and evaluate the following, in the development of alternative mitigation concepts:

- Wetland jurisdictional determination for each proposed site
- Preliminary geotechnical and survey data to substantiate each design alternative
- Construction and ROW cost estimations for each proposed site
- Contamination Screening Evaluation for each site
- Coordination of alternative sites with the County and affected environmental agencies

The Consultant shall prepare and submit a written Alternative Wetland Mitigation Concepts Report, listing potential sites with justifications for those recommended and non-recommended. The County shall review this report and make the final determination as to the recommended mitigation alternative.

4.1.4 Threatened and Endangered Species (Limiting Amount)

The Consultant shall familiarize himself with the location and extent of any protected species (plant and animal species listed by state and federal agencies as threatened, endangered or species of special concern).

The Consultant shall also:

- Review occurrence records, GIS Data Bases, and other records from the U.S. Fish and Wildlife Service (USFWS), Florida Fish and Wildlife Conservation Commission (FFWCC) and any other generally accepted source for the potential presence of protected species.
- Conduct qualitative site reviews of the project area to verify the presence of protected species and/or critical habitats.
- Conduct quantitative population surveys for those protected species confirmed within the project area following methodologies approved by the USFWS, FFWCC, or other regulatory agencies having jurisdiction.
- Prepare a Protected Species Management Alternatives Report which shall discuss the results of preliminary species evaluations and population surveys, regulations affecting each species, potential effect of the project upon each species, potential impacts to the project and a discussion of available and acceptable management alternatives.
- Prepare a final Protected Species Management Plan, which shall be suitable for submittal to the appropriate State and Federal review agencies. This shall address specific Management approaches to be used to address unavoidable impacts. It shall include all additional investigations, maps or other documentation needed to support permitting of the unavoidable impacts.
- Update the Threatened and Endangered Species survey which shall be performed 90 days prior to the start of construction
- Gopher Tortoise Live Capture and Off-Site Relocation
The Consultant shall provide a Registered Gopher Tortoise agent certified to survey, permit, and relocate by both mechanical and bucket trapping.

The Consultant shall perform the following:

- Coordination with the FFWCC, backhoe operator, recipient site representative, and the County to schedule excavation, relocation Of gopher tortoises.
- Provide personnel and equipment (including a hydraulic backhoe and operator) necessary to excavate gopher tortoises burrows and live capture gopher tortoises from the area proposed for development.
- Transport the gopher tortoises to an approved long-term protected, off-site location (recipient site) for release. Payment of the recipient site fees will be responsibility of the County.
- Prepare and submit to the FFWCC an Off-Site Gopher Tortoise Relocation After Action Report.

4.2 Other Permitting Agencies

The Consultant shall be responsible for obtaining all other permits required to construct the proposed improvements. These permits may include FDOT, OCX, SHPPO, FAA,

GOAA, dewatering permits, etc. The Consultant shall be responsible for coordination with these agencies early on to confirm the permitting process and the agency's criteria. This shall also include preparation of all necessary documents to secure the permit.

4.3 Permit Preparation and Submittal

The Consultant shall prepare and submit all necessary permits. Copies of all permit packages shall be provided to the County for review and comment prior to submittal. It is anticipated that permit preparation shall include one or more Requests for Additional Information (RAI) from the permitting agencies. The Consultant shall prepare an N.P.D.E.S. Stormwater Pollution Prevention Plan which will satisfy the requirements in effect at the time the permit application is submitted to the Florida Department of Environmental Protection (FDEP). The Stormwater Pollution Prevention Plan shall be included in the Bid Documents.

4.4 Renewals and Extensions

Permit fee renewals and extensions, as necessary, shall be paid for out of pocket expenses.

4.5 Additional Permit Requirements (Limiting Amount)

Consultant shall conduct surveys and prepare legal descriptions and sketches and survey drawings as necessary to address permit conditions. These shall include the following as necessary:

- Conservation/mitigation easements
- Sovereign/submerged lands leases/easements

4.5.1 Site Evaluation Report

The report shall include a search of all applicable databases to determine if a contaminated site is adjacent to the project, results from water and soil testing, and potential impacts to the project and a recommendation of how to handle any possible contamination that may affect the project.

4.6 Deliverables

Work to be completed under this Task by the Consultant shall require the following items to be delivered and accepted by the County:

- Water Management District/ACOE Permit Package
- Alternative Wetland Mitigation Concepts Report
- FDOT Permit Application Package(s)
- N.P.D.E.S. Stormwater Pollution Prevention Plan Package
- Special Permit Documents (Surveys)
- Threatened and Endangered Species Reports and After Action Report (if applicable)
- Site Evaluation Report and FDEP Contaminated Groundwater Permit (if applicable)

4.7 Pay Items

Work to be completed under this section by the Consultant shall be paid for under the following pay items as listed on the Activity and Fee Summary:

- Water Management District/ACOE Permit Package

- Alternative Wetland Mitigation Concepts Report (if applicable)
- FDOT Permit Application Package(s)
- N.P.D.E.S. Stormwater Pollution Prevention Plan Package
- Permit(s) Issuance
- Special Permit Documents (Survey) Limiting Amount
 - Threatened and Endangered Species Reports and After Action Report (if applicable)
 - Site Evaluation Report and FDEP Contaminated Groundwater Permit (if applicable)

5.0 Right-of-Way Engineering for Survey Projects (if applicable)

Right-of-Way Engineering services shall begin immediately upon issuance of the Notice to Proceed by the County and shall be conducted on an expedited schedule. The County will provide the Consultant with title searches on each parcel identified on the Parcel Identification Map as furnished by the County. The title work will be provided to the Consultant at the Notice to Proceed meeting. All survey work shall meet the requirements of Chapter 472, Florida Statutes and Chapter 5J-17, Florida Administrative Code.

The Consultant shall not deviate from the alignment and right-of-way limits from the Scope of Services as provided by the County. Any deviations must be justified by the Consultant and approved by the County Project Manager.

5.1 Right-of-Way Mapping

The Consultant shall prepare right-of-way maps/miscellaneous surveys for the project corridors at a scale of 1" = 40' on half size (11 inches x 17 inches) or at a scale approved by the Project Manager. Right-of-way mapping services shall conform to the most current version (at the time of the Notice to Proceed) of the Orange County Procedures for Right-of-Way Engineering, a copy of which will be provided to the Consultant. The Consultant shall analyze each proposed acquisition to identify the appropriate property interest to be acquired (fee simple right-of-way, drainage easement, fill slope easement, temporary construction easement, temporary demolition easement, etc.). The Consultant shall submit to the County, FDOT and UCF the 30%, 60%, 90% and 100% progress review submittals of the right-of-way maps in 11 inches x 17 inches formats, as well as electronic copies in AutoCAD and PDF format as requested by the County.

Each submittal of right-of-way maps/miscellaneous surveys, legal descriptions and parcel sketches shall implement the information items listed in the appropriate Orange County Procedures for Right-of-Way Engineering checklist. A copy of the appropriate checklist shall accompany each submittal with a certification signed by the Consultant's Project Manager and the Surveyor of Record certifying that the submittal completely addresses the required items as listed on the checklist.

Prior to submittal of the 60% right-of-way maps, the baseline of survey and/or the centerline of construction shall be the same line and approved by the Project Manager. From that time on, only the centerline of construction shall be shown on the right-of-way maps/miscellaneous surveys and construction plans, if required.

The Consultant shall update and modify legal descriptions and parcel sketches, right-of-way maps/miscellaneous surveys and construction plans in a timely manner to reflect changes in proposed acquisitions resulting from right-of-way acquisitions, negotiations and litigation. After approval of the 100% right-of-way maps/miscellaneous surveys, modifications shall be addressed in accordance with Section 5.5.

5.2 Parcels

5.2.1 Review of Title Work

The Consultant shall review the title work provided by the County, supplemental surveys and investigations performed by the Consultant and/or other record information. The size, location, and dimensions of each parent tract, parcel and property interests and encumbrances (easements, leases, etc.) shall be determined by the Consultant from this review. This information shall be shown on the right-of-way maps/miscellaneous surveys and parcel sketches, as appropriate. Recorded and Unrecorded easements shall be shown to the extent they can be identified and located on the right-of-way maps/miscellaneous surveys and parcel sketches.

5.2.2 Legal Descriptions and Parcel Sketches

Consultant shall have a licensed Professional Surveyor and Mapper prepare legal descriptions and parcel sketches for each parcel as necessary in accordance with the previously described Orange County Procedures for Right-of-Way Engineering. A draft of each legal description and parcel sketch for every parcel shall be submitted prior to the 90% right-of-way maps, if required. If any parcels are added or modified prior to the 100% right-of-way map submittal, the Consultant shall submit the legal descriptions and sketches of the modified parcels with revisions to the right-of-way maps showing the modifications. The signed and sealed final Parcel Sketches and Legal Descriptions shall be submitted upon request by the County for use in parcel acquisitions, but not later than with the submittal of the 100% Right-of-Way Map.

5.2.3 Parcel Staking for Appraisal

The Consultant shall have a licensed Professional Surveyor and Mapper stake the limits of acquisition on each parcel in preparation for appraisals. The timing and method of marking the acquisition limits shall be as directed by the Project Manager.

5.3 Right-of-Way Surveys, Alignment and Monumentation

The Consultant shall have a licensed Professional Surveyor and Mapper conduct field surveys to supplement the field survey data obtained during the UCF/Alafaya Trail Pedestrian Safety study and provided to the Consultant. All survey information shall conform to the most current version of the Orange County Procedures for Right-of-Way Engineering, and shall be recorded in a cross section field book that has 10 columns by 10 rows per inch on both pages supplied by the Consultant. The field book remains the property of the County and must be submitted with the Final Right-of-Way Map/miscellaneous surveys and be Signed and Sealed. When a data collector is used, the Consultant shall submit a paper copy of the raw data files and coordinate data files bound in a book, together with the electronic copy on a disk. All Right-of-Way computations shall be documented in a Right-of-Way Computation Book, which shall be submitted to the Project Manager with the Survey Field Notes, State Plane Coordinate file, adjusted bench run and Final Right-of-Way Maps/miscellaneous surveys.

The Consultant shall have a licensed Professional Surveyor and Mapper monument the center line of construction at stations that are not more than 600 feet apart and at all P.C.'s, P.T.'s, side street intersections, and changes in direction. Stationing shall be marked in the field. Similar monumentation and markings shall be provided at all side streets to 150 feet beyond the limits of the topographic survey or at other locations as approved by the Project Manager. The centerlines of construction shall be referenced to permanent monumentation located outside the limits of construction at the beginning and end of project, all P.C.'s and P.T.'s, all changes in direction, and intermediate points such that referenced points are spaced not more than 600 feet apart. Horizontal control, as stated above shall be tied to the Florida State Plane Coordinate System, North American Datum of 1983/1990 Adjustment East Zone and shall be shown on the final right-of-way maps/miscellaneous surveys.

5.4 Minimization of Compensable Impacts

The Consultant shall coordinate with Orange County Right of Way Acquisition Section as early as possible in the design phase of the project to review the design corridor and make the necessary revisions to the design to minimize compensable impacts to private properties. The Consultant shall also identify and evaluate alternatives to right-of-way acquisition (e.g., retaining walls instead of fill slope easements, closed drainage system instead of ditch systems, etc.) to determine the most cost effective way to meet the project needs.

The Consultant shall perform the following services during this phase:

- Meet as necessary with the Orange County Right of Way Acquisition Section and property owners.
- Perform site inspections of properties together with the Orange County Right of Way Acquisition Section as may be necessary to evaluate the potential for minimization of compensable impacts. Coordinate with the Orange County Right of Way Acquisition Section to identify compensable impacts and evaluate cost effective ways to reduce compensable impacts to the greatest extent possible.
- Consult with the Orange County Right of Way Acquisition Section during the design process and fully address any right-of-way review comments provided.

During this phase the Consultant and the County shall inspect affected properties in the field to determine the extent of compensable impacts on each parcel, and whether such impacts can be reduced in a cost-effective manner. The Consultant shall at a minimum consider site access, onsite drainage, onsite parking, onsite utilities, including septic systems, and any other existing facilities impacted by the proposed improvements. This effort shall include meetings with property owners to obtain their input on the configuration of the proposed improvements in those cases where various options exist. The Consultant shall modify the design, where possible, to minimize the number and extent of such compensable impacts, and to accommodate the property owner preferences where appropriate.

The Consultant shall document the above-described investigations and their findings and recommendations. This work should occur early in the design process and prior to completion of 60% plans.

Consultant shall meet with all property owners where the proposed right-of-way exceeds the limits shown on the Right-of-Way Identification Maps prepared during Phase I.

5.5 Changes to Documents during Right-of-Way Acquisition

There shall be a limiting amount in this contract to cover work required due to right-of-way acquisition or other developments. This work shall include, but not limited to changes to construction plans (beyond the normal design process as agreed to by the County), right-of-way maps, legal descriptions and parcel sketches. It will also include staking parcels at the County's request (in addition to the parcel staking for appraisals), attendance at Order of Taking Hearings, Mediations and Settlement Conferences, and responding to questions posed by the County from property owners and property owners' representatives and experts. This work may be required at any time during the contract at the request of the County. It will be billed on an hourly basis, as approved by the Project Manager. The limiting amount shall include hourly rates for the Consultant and all applicable Sub-Consultants including, but not limited to, surveyor, drainage engineer and environmental staff.

5.6 Deliverables

Work to be completed under this section shall require the following items to be delivered and accepted by the County:

- Right-of-Way Maps (30%,60%, 90%, 100%, and Final)/miscellaneous surveys
- Parcel Legal Descriptions and Sketches (Draft and Final) (If Required)

- Right-of-Way Survey Field Books and electronic AutoCAD and PDF files
- Right-of-Way Computation Book (Raw Data Files, Coordinate data files, Benchmarks, etc.)
- Parcels staked for appraisal
- Updated/Modified documents during right-of-way acquisition
- Book and Page number where the final Right-of-Way Maps were recorded in the Orange County Comptroller Office Public Records (Required, to be Recorded and paid by Consultant)
- All of the above items must be in an acceptable Orange County format approved by the Project Manager. Hardcopies and electronic submittals will be certified where required and approved by the Project Manager

5.7 Pay Items

Work to be completed under this section by the Consultant shall be paid for under the following pay items as listed on the Activity and Fee Summary:

- Right-of-Way Maps (30%, 60%, 90%, 100%, and Final)/miscellaneous surveys.
- Parcel Legal Descriptions and Sketches (Draft and Final) (If Required).
- Right-of-Way Survey Field Books and electronic AutoCAD files.
- Right-of-Way Computation Book (Raw Data Files, Coordinate Data Files, benchmarks, Etc.)
- Parcels staked for appraisal
- Changes to documents during right-of-way acquisition (Limiting Amount)
- Subsurface Utility Locations
- Boring Locations
- Recordation of Right-of-Way Maps with the Orange County Comptroller Office
(Required, to be Recorded and paid by Consultant)

6.0 Design Survey Services for Major Survey Projects

The Consultant shall have a licensed Professional Surveyor and Mapper conduct field surveys as necessary to support the design of the project. These surveys shall include, but not be limited to, horizontal and vertical control surveys and topographic surveys of the roadway alignment and adjacent areas and retention ponds, mitigation areas, wetland, jurisdictional limits, environmentally sensitive areas, flood plain compensation areas, or other areas where information is needed to support the design and permitting of the project.

Controlled aerial photography or other data collection methods may be used to collect topographic information as approved by the Project Manager. When aerial photography is used the Consultant shall provide all necessary control and shall document the setting of targets and collection of other control information as required above.

All such survey information will be recorded in a cross section field book that has 10 columns by 10 rows per inch on both pages supplied by the Consultant. The field book remains the property of the County, and must be submitted with the Final Construction Plans, if required. When a data collector is used, the Consultant shall submit a paper copy of the raw data files and coordinate data files bound in a book, together with an electronic copy on a disk.

All survey work shall meet the requirements of Chapter 472, Florida Statutes, and Chapter 5J-17, Florida Administrative Code, and shall provide sufficiently detailed information to meet the design requirements of the project. Survey data shall be sufficient to establish drainage basins, address localized drainage

issues within and adjacent to the project limits, and include all areas as necessary to address project design considerations.

6.1 Horizontal Control and Monumentation

Consultant shall monument the center line of construction at each 600-foot station and at all P.C.'s, P.T.'s, side street intersections, and changes in direction. Stationing shall be marked in the field. Similar monumentation and markings shall be provided at all side streets to one hundred fifty (150) feet beyond the limits of the topographic survey. The center line of construction shall be referenced to permanent monumentation located outside the limits of construction at the beginning and end of project, all P.C.'s and P.T.'s, all changes in direction, and intermediate points such that referenced points are spaced not more than six hundred (600) feet apart. Horizontal control shall be tied to the Florida State Plane Coordinate System, North American Datum of 1983/1990 Adjustment East Zone and either shown graphically or in tabulation format on the Right of Way Maps/miscellaneous surveys and Survey Control Sheet(s).

6.2 Vertical Control and Monumentation

All vertical control shall be based on NAVD 1988 datum, and shall be established from at least two (2) Orange County benchmarks. Permanent benchmarks shall be set outside the limits of construction. The location of benchmarks shall be approximately 600 feet apart and coordinated with the design such that a minimum of two benchmarks are identified on each sheet of the construction plans. Features that may be moved/adjusted in the future (e.g., utility poles, fire hydrants, etc.) shall not be used for benchmarks. Preferred locations include, but not limited to concrete drop inlets, concrete curb inlets, concrete headwalls, etc. or other permanent structures as approved by the County Surveyor or his/her agent.

6.3 Survey Control Sheet(s)

Consultant shall prepare Survey Control Sheet(s) for inclusion in the Construction plans. The survey control sheet(s) shall identify and show the location and type of all horizontal control points, reference points (three (3) outside of proposed right-of-way limits) and benchmarks. Details shall be included as necessary to clarify the relationship of monumentation and project control lines. The survey control sheet(s) shall be signed and sealed by a Professional Surveyor and Mapper registered in the State of Florida, and shall conform to the requirements of Chapter 5J-17 of the Florida Administrative Code. The Survey Control Sheet(s) shall also include, but not limited to the following:

- The complete centerline alignment data, including beginning of survey station, all curve data, P.C.'s, P.T.'s, side street intersections, changes of directions, all intermediate control point stations, and end of survey station must be shown. All control points must be identified as to type of material set and/or found at each respective point.
- All section lines, all quarter section lines, (and all quarter-quarter section lines when pertinent) must be shown with the station where their intersection with the centerline or baseline of survey occurs, a distance from the nearest corner to the centerline, and bearings and distances to all corners. The type of corner, found or set, shall be spelled out or identified by a legend.
- Centerline data will be referenced to State Plane Coordinate System, and labeled on the Survey Control Sheet(s) using North American Datum of 1983/1990 adjustment (NAD83/90) East Zone and shown on the Survey Control Sheet(s) either in tabular format or placed on the survey alignment.
- All Centerline Control points shall have a minimum of 3 reference points outside the limits of construction and shall be shown on the Survey Control Sheet(s).
- All Benchmarks shall be shown both in graphic and note form on the Survey Control Sheet(s).

6.4 Vertical Data

Vertical data shall be of sufficient accuracy to support the development of profiles and/or cross sections at intervals not exceeding 50 feet, including, but not limited to the main line roadway, side streets, drainage ways, retention ponds, etc. Check cross sections shall be measured at appropriate intervals, but no less than every 1000 feet.

6.5 Pay Items

- Design Survey
- Design Survey Field Books and/or raw data files hard copies and electronic copies
- Design survey Computation Book
- Subsurface utility locations
- Boring locations

6.6 Deliverables

- Design Survey
- Design Survey Field Books and/or raw data files hard copies and electronic copies
- Design Survey Computation Book
- Subsurface utility locations
- Boring locations

7.0 Geotechnical Services

The Consultant shall be responsible for a complete geotechnical investigation. All work performed by the Consultant shall be in general accordance with the Florida Department of Transportation Soils and Foundation Handbook and other applicable standards, or as otherwise described in this scope of services. Any changes regarding geotechnical standards, policies and procedures shall be discussed on a project-by-project basis. The Consultant shall be responsible for obtaining any permits needed to perform the work. The County will assist in obtaining property owner permission to perform the necessary geotechnical fieldwork.

7.1 Data Collection

The Consultant shall review printed literature including topographic maps, county agricultural maps, aerial photographs (including historic photos), ground water resources, geology bulletins, potentiometric maps, pile driving records, historic construction records and other geotechnical related resources. Prior to field investigations, the Consultant shall review U.S.G.S., S.C.S and potentiometric maps to identify areas with problematic soil and groundwater conditions.

7.2 Roadway

The Consultant shall be responsible for coordination of all geotechnical related fieldwork activities. The Consultant shall retain all samples until Final Plans are submitted.

- 7.2.1 A preliminary roadway exploration shall be performed before the 30% plans submittal. The preliminary roadway exploration will be performed and results provided to assist in setting roadway grades and locating potential problem areas. Boring frequency shall be one every ____ feet. Borings shall be of sufficient depth to determine seasonal high water

elevation and other critical geotechnical features. The preliminary auger borings shall be surveyed for use in the final design.

Pavement cores shall be obtained in areas to be milled and resurfaced, and specifically at the following locations:

- To be determined during design

7.2.2 The final roadway exploration shall include one auger boring every 200 feet to a depth of 5 feet. The borings shall be extended to 20 feet every 600 feet along the roadway. Boring depths shall be adjusted to accommodate roadway cuts and utility excavations. Additional _____ borings or muck probes shall be performed in suspected muck areas to evaluate the extent of organic soils.

Standard Penetration Test (SPT) borings shall be performed every 400 feet in high fill embankment areas (i.e., fill greater than about 10 feet). SPT boring depths shall be to 1.5 times the fill height. Undisturbed samples of compressible materials such as muck, peat, clay or silt shall be obtained for use in consolidation testing for settlement analysis.

Routine soil classification shall be performed on representative samples obtained from the borings. These tests typically include grain size analysis, percent fines, Atterberg limits, organic content and moisture content. Additional bulk samples of representative soils encountered along the alignment shall be collected for Limerock Bearing Ratio (LBR) and corrosion testing. All laboratory testing and classification shall be performed in accordance with applicable AASHTO or ASTM standards.

7.3 Stormwater Systems

The Consultant shall evaluate subsurface conditions in proposed stormwater systems. For stormwater ponds, two auger borings to a depth of 20 feet below the bottom of the proposed pond elevation shall be performed per acre of pond. One field permeability test per acre of pond shall also be provided. One auger boring to a depth of 20 feet shall be performed every 500 feet for exfiltration trenches and treatment swales. One field permeability test or Double Ring Infiltrometer (DRI) test shall be performed every 500 feet.

Two auger borings per acre shall be performed in proposed floodplain compensation areas and mitigation areas to a depth below the proposed lowest elevation in those areas.

The Consultant shall provide an analysis of stormwater volume recovery through infiltration or background see page analysis as required.

7.4 Structures

SPT borings shall be performed at bridge structures to evaluate foundation alternatives. Borings shall be performed at end bent and intermediate bent locations. Borings for intermediate bents shall be no further apart than one every ___ feet. Borings shall be of sufficient depth to determine a bearing layer for pile foundations and are expected to be ___ feet deep. SPT borings shall be sampled on two-foot centers to 10 feet and at five-foot centers thereafter to the termination depth.

7.5 Special Geotechnical Investigations

This shall include box culverts, signals, overhead signs and retaining walls. A minimum of two SPT borings shall be performed to a depth of 30 feet at each box culvert location. Box culverts are anticipated at the locations listed in Section 3.3.5.1.

Borings shall also be drilled to a depth of 30 feet at the mast arm pole locations listed in Section 3.3.5.3.

SPT borings shall be performed 40 feet deep at each overhead cantilever or truss sign location. Overhead signs are anticipated at the locations listed in Section 3.3.5.2.

SPT borings shall be performed every 200 feet along retaining wall alignments to a depth equal to 2 times the wall height. The borings shall be sampled on two-foot centers to ten feet and at five-foot centers thereafter to the termination depth. Retaining walls are anticipated at the locations listed in Section 3.3.3 and 3.3.4.

7.6 Contamination Evaluation

The Consultant shall determine the location and extent of soil and groundwater contamination within the project limits, and shall avoid or minimize impacts to contaminated areas to the extent possible.

7.6.1 Contamination Screening Evaluation Report Update(CSER)

The Contamination Screening Evaluation Report prepared during the Roadway Conceptual Analysis shall be updated as requested by the County. The update is intended to obtain and review the most current information about potential contamination impact sites identified in the Roadway Conceptual Analysis Contamination Screening Evaluation Report and to identify any new sites not identified in the original report. The methodology to be used to update the report shall be compatible to that used in the Roadway Conceptual Analysis.

7.6.2 Preliminary Contamination Assessment (PCA)

The Consultant shall perform Preliminary Contamination Assessment on sites identified in the Contamination Screening Report as MEDIUM or HIGH risk for contamination impacts. Soil and groundwater samples shall be obtained from those sites and tested for the presence of contaminant of concern as identified in the report. Based on the Roadway Conceptual Analysis Contamination Screening Evaluation Report, the following sites shall be investigated:

- TBD

The Preliminary Contamination Assessment investigations shall be performed in such a manner as to detect the contaminants of concern identified in the Contamination Screening Evaluation Report. For petroleum-impacted sites, auger borings with Organic Vapor Analyzer soil screening shall be performed at locations where contamination is most likely. A laboratory shall test soil samples with high Organic Vapor Analyzer readings. Groundwater samples shall be obtained and analyzed for the contaminants of concern using testing protocols approved by the

Florida Department of Environmental Protection. If appropriate, geophysical methods such as Ground Penetrating Radar or Magnetometer surveys shall be performed to look for unknown buried fuel storage tanks or other buried objects of concern such as sumps, pits, etc. All field and sampling activities shall conform to Florida Department of Environmental Protection requirements. A Florida Department of Health approved laboratory shall perform all laboratory analyses. Prior to drilling any borings or installing/obtaining groundwater samples, the location of underground utilities shall be determined and sampling locations cleared in accordance with local regulations.

The County shall assist the Consultant in obtaining access onto private property as necessary to conduct the Preliminary Contamination Assessments.

The approximate area of potential construction contamination impacts shall be crosshatched on the plan view of the roadway and labeled as "Approximate Limits of Potential Contamination Area." The following issues shall be addressed in the plans, details and/or specifications:

- Type of contamination.
- Specific Contractor responsibilities (dewatering, disposal of contaminated soils, etc).
- Special permitting requirements and constraints.

7.7 Geotechnical Reports

7.7.1 Roadway Soil Survey Report

The Consultant shall submit a preliminary Roadway Soil Survey Report with the 60% plans and a final report with the 90% plans. The preliminary and final Roadway Soil Survey Reports shall include the following:

- Copies of U.S.C.G.S and S.C.S. maps with project limits shown.
- A report of tests sheet (i.e. Roadway Soil Survey sheet) that summarizes the laboratory test results, the soil stratification (i.e., soils grouped into layers of similar materials) and construction recommendations relative to FDOT Standard Indices 500 and 505.
- Data interpretation and analysis including a Design LBR, seasonal high groundwater levels for roadway base clearance, aquifer parameters for stormwater systems and volume recovery analysis, limits of unsuitable material and removal recommendations, magnitude and time rate of embankment settlement, calculation of factor of safety for embankment slope stability, and embankment construction recommendations.
- Determination of seasonal high water shall consider proposed improvements impacting existing hydrological features, and identifying impacts to adjacent properties, including existing septic systems.
- An Appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability

calculations, design LBR calculation/graphs, and other pertinent calculations.

7.7.2 Bridge Foundation Report (N/A)

7.7.3 Miscellaneous Structure Foundation Report

The Consultant shall prepare a Miscellaneous Structure Foundation Report to cover traffic signal and sign supports, box culverts and walls. The report shall include the following:

- Copies of U.S.C.G.S. and S.C.S maps with project limits shown.
- A summary of structure background data, U.S.G.S., S.C.S, geologic and potentiometric data.
- Data interpretation and analysis including design soil profiles(s) that include the soil model/type of each layer and all soil properties required for foundation design, lateral earth pressure coefficients, estimated differential and total (long term and short term) settlements, wing wall stability evaluation, external stability of conventional and retained earth wall systems, soil parameters used in analysis for retained earth wall systems and minimum soil reinforcement lengths versus wall heights, sheet pile wall analysis, and a review of the design for geotechnical compatibility and constructability.
- Recommendations for foundation installation, or other site preparation soils related construction considerations.
- An Appendix which includes SPT boring profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts, and any other pertinent information.

7.7.4 Contamination Screening Report

The updated Contamination Screening Report shall identify all potential contamination impact sites and shall rank them with their risk potential. A discussion of the available information about the contamination issues at each site shall be provided. Recommendations for further Preliminary Contamination Assessment evaluation shall be made. The report shall follow the format outlined in Chapter 22 of the FDOT Preliminary Design and Environment Manual.

7.7.5 Preliminary Contamination Assessment Report

The Preliminary Contamination Assessment Report shall fully describe the contamination concerns at each site, and shall discuss the sampling and testing methodologies used and the findings. The following information shall be presented in the report:

- Site location map on an aerial photo background
- Background information relative to known or suspect contamination issues (e.g., plume maps, groundwater flow direction maps, etc.)
- Sampling and testing locations map
- Sampling and testing results
- Conclusions relative to contamination impacts affecting the project, including potential costs during construction

7.8 Deliverables

- Roadway Soil Survey Report (Preliminary and Final)
- Miscellaneous Structures Foundation Report
- Updated Contamination Screening Evaluation Report
- Preliminary Contamination Assessment Report

7.9 Pay Items

- Fieldwork, lab analysis and engineering
- Roadway Soil Survey Report (Preliminary and Final)
- Miscellaneous Structures Foundations Report
- Updated Contamination Screening Evaluation Report
- Preliminary Contamination Assessment Report

8.0 Railroad Coordination (N/A)

9.0 Post Design Services

- **Shop Drawing Review**

The Consultant shall provide engineering services to complete a shop drawing review for bridge and structural component submittals.

- **Construction Administration**

The Consultant shall provide engineering services during the construction of the project as requested by the County. The Consultant may be required to attend a Pre-Bid Construction Meeting and the Pre-Construction Conference.

- **Modification of Final Construction Plans**

Consultant shall update and modify the final Construction Plans as may be necessary to reflect changes in proposed improvements identified after submittal of the 100% plans. The Consultant shall provide signed and sealed copies of the updated final construction plans. Additional signed and sealed copies of the final construction plans, or portions thereof, shall be provided during the completion of the right-of-way acquisition process, as requested by the County. Plans may require revisions until the completion of the right-of-way acquisition process.

- **Permit Renewals and Extensions**

Consultant shall be responsible for renewals and extensions of the permits as requested by the County.

- **Pay Items**

- Post Design Services

TABLE OF DELIVERABLES

1.0 Administration

<i>Final Design Project Schedule – Paper, Digital File & pdf File</i>	<i>3/1/1 Copies</i>
<i>Construction Time Estimate – Paper, Digital File & pdf File</i>	<i>3/1/1 Copies</i>
<i>Workshop Review Meeting Minutes Paper, pdf file</i>	<i>1/1 Copies</i>

2.0 Public Involvement

<i>Public Involvement Plan – Paper, Digital File & pdf File</i>	<i>3/1/1 Copies</i>
<i>Small Group Meeting Materials</i>	<i>As required</i>

3.0 Design and Plans Preparation

<i>Preliminary Drainage Calculations – Paper & Digital pdf File</i>	<i>3/1 Copies</i>
<i>Final Drainage Calculations (Signed & Sealed& pdf File)</i>	<i>3/1 Copies</i>
<i>Roadway Design Criteria Package (Paper & pdf File)</i>	<i>3/1 Copies</i>
<i>Typical Section Package (Paper & pdf File)</i>	<i>3/1 Copies</i>
<i>Pavement Design Package (paper & pdf File)</i>	<i>3/1 Copies</i>
<i>30%, 60%, 90% & 100% Cost/Engineers Estimate – Paper</i>	<i>3 Copies</i>
<i>Final Cost/Engineers Estimate – Paper, Digital File& pdf File)</i>	<i>3/1/1 Copies</i>
<i>Design Notes and Computation Book</i>	<i>3 Copies</i>
<i>Quantity Computation Book</i>	<i>3 Copies</i>
<i>Draft Schedule of Prices and Technical and Special Provisions – Paper & MS Word File</i>	<i>3/1 Copies</i>
<i>Final Schedule of Prices Technical and Special Provisions – Paper & MS Word File</i>	<i>3/1 Copies</i>
<i>Electronic Bid Document Package</i>	<i>1 Copy</i>
<i>Final Electronic Design and Topography files (ACAD 2010 & Microstation)</i>	<i>1 Copy</i>
<i>Environmental Consideration Plans -Paper, Digital & pdf File</i>	<i>3/1/1 Copies</i>
<i>Draft Bid Package – Paper, Digital file,</i>	<i>3/1 Copies</i>
<i>Final Bid Package – Paper, Digital File, pdf File</i>	<i>3/1/1 Copies</i>

3.0 A - Construction Plans

<i>30% Submittal – Paper, Full and Half Sized</i>	<i>1/10 Copies</i>
<i>60% Submittal – Paper, Full and Half Sized</i>	<i>4/19 Copies</i>
<i>90% Submittal – Paper, Full and Half Sized</i>	<i>4/18 Copies</i>
<i>100% Submittal – Paper, Full and Half Sized</i>	<i>4/18 Copies</i>

3.0 B - Final Construction Plans

<i>Hard Copy – Paper, Half Sized</i>	<i>25 Copies</i>
<i>Hard Copy – Paper, Full Sized (Signed and Sealed)</i>	<i>3 Copies</i>
<i>Reproducible – Mylar, Full Sized</i>	<i>1 Copy</i>
<i>Reproducible – Mylar, Half Sized</i>	<i>1 Copy</i>
<i>Digital Files – AutoCAD 2010, Microstation & pdf Files</i>	<i>1 Copy each</i>

4.0 Permitting

<i>Water Management District/ACOE Permit Package</i>	<i>1 Copy</i>
<i>Alternatives Wetland Mitigation Concepts Report (Paper & pdf File)</i>	<i>1/1 Copy</i>
<i>FDOT Permit Application Package(s)</i>	<i>1 Copy</i>
<i>N.P.D.E.S. Pollution Prevention Plan (Paper & pdf Files)</i>	<i>3/1 Copies</i>
<i>Special Permit Documents (signed and scaled surveys). If required</i>	<i>3 Copies</i>
<i>Site Evaluation Report (Paper & pdf File)</i>	<i>1/1 Copy</i>

5.0 Right-of-Way Engineering

<i>Sample Format (with list of parcels for each)</i>	<i>1 Copy/Format</i>
<i>Draft Sketches and Legal Descriptions</i>	<i>3 Copies</i>
<i>Final Sketches and Legal Descriptions (Signed and Sealed)</i>	<i>7 Copies/Parcel</i> <i>(Hard copy, Digital)</i>
<i>Right-of-Way Survey Field Books</i>	<i>Original Books</i>
<i>Raw Data Files – Paper & Digital File</i>	<i>3/1 Copies</i>
<i>Right-of-Way Computation Book</i>	<i>1 Copies</i>
<i>Parcels Staked in Field for Appraisal</i>	<i>2 Time/Parcel</i>
<i>Minimization Of Compensable Impacts Report (Paper & pdf File)</i>	<i>3/1 Copies</i>
<i>Updated/Modified Sketches and Legal Descriptions</i>	<i>7 Copies/Parcel</i>

5.0 A - Preliminary Right-of-Way Maps

<i>30% Submittal – Paper, 11” X 17” Sized</i>	<i>1/3 Copies</i>
<i>60% Submittal – Paper, 11” X 17” Sized</i>	<i>1/3 Copies</i>
<i>90% Submittal – Paper, 11” X 17” Sized</i>	<i>1/3 Copies</i>
<i>100% Submittal – Paper, 11” X 17” Sized</i>	<i>1/3 Copies</i>

5.0 B - Final Right-of-Way Maps

<i>Hard Copy – Paper, 11” X 17” Sized (Signed and Sealed)</i>	<i>3 Copies</i>
<i>Digital Files – AutoCAD 2016 & pdf Files</i>	<i>1 Copy each</i>

5.0 - Updated/Modified Right-of-Way Maps (Each Modification Cycle)

<i>Hard Copy – Paper, 11” X 17” Sized</i>	<i>3 Copies</i>
<i>Hard Copy – Paper, 11” X 17” Sized (Signed & Sealed)</i>	<i>3 Copies</i>

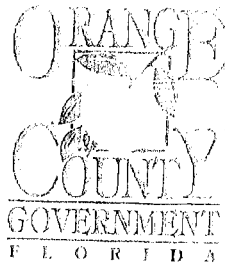
6.0 Design Survey Services

<i>Design Survey Field Books (Signed and Sealed)</i>	<i>All Books</i>
<i>Raw Data Files – Paper & Digital File</i>	<i>1/1 Copy</i>
<i>Design Survey Computation Book</i>	<i>1 Copy</i>

7.0 Geotechnical Services

<i>Final Preliminary Roadway Soil Survey Report (including ponds and swales)</i>	<i>3 Copies</i>
----------------------------------------------------------------------------------	-----------------

<i>Roadway Soil Survey Report (including ponds and swales)(S & S)</i>	3
<i>Copies</i>	
<i>Miscellaneous Structure Foundation Report</i>	3
<i>Copies</i>	
<i>Updates Contamination Screening Report</i>	3
<i>Copies</i>	
<i>Preliminary Contamination Assessment Report</i>	3
<i>Copies</i>	
<i>Box Culvert Report (If Required) (Signed & Sealed)</i>	3
<i>Copies</i>	
<i>Mast Arm Signal Pole Report (Signed & Sealed)</i>	3
<i>Copies</i>	
<i>Retaining Walls Report (Signed & Sealed)</i>	3
<i>Copies</i>	



February 15, 2017

Mr. Frank O'Dea, P.E.
Director of Transportation Development
Florida Department of Transportation
District 5
719 Woodland Boulevard
Deland, FL 32720

Subject: **Request for Execution of Document – Memorandum of Agreement for UCF Area Pedestrian Safety Study**

Dear Mr. O'Dea:

The attached agreement was approved by the Board of County Commissioners on February 7, 2017 and has been signed by Orange County. Please process the agreement and return two (2) originals to my attention.

Should you have any questions regarding this agreement, please contact me at (407) 836-8072.

Sincerely,

A handwritten signature in black ink that reads "Renzo Nastasi for".

Renzo Nastasi

RN/am

COMMUNITY, ENVIRONMENTAL AND DEVELOPMENT SERVICES DEPARTMENT
TRANSPORTATION PLANNING DIVISION
RENZO NASTASI, AICP, Manager
4200 S. John Young Parkway, 2nd Floor ■ Orlando FL 32839-9205
Telephone 407-836-8072 ■ FAX 407-836-8079 ■ Renzo.Nastasi@ocfl.net



OFFICE OF COMPTROLLER

ORANGE
COUNTY
FLORIDA

Phil Diamond, CPA
County Comptroller as
Clerk of the Board of County Commissioners
201 South Rosalind Avenue
Post Office Box 38
Orlando, FL 32802
Telephone: (407) 836-7300
Fax: (407) 836-5359

DATE: February 9, 2017
TO: Renzo Nastasi, Manager
Transportation Planning Division, BCC
FROM: Katie Smith, Deputy Clerk
Comptroller Clerk of BCC LC for KS
SUBJECT: Request for Execution of Document, Community, Environmental and
Development Services Department Consent Item 5, February 7, 2017



Enclosed is the Memorandum of Agreement for UCF Area Pedestrian Safety (3 originals) which was approved by the Board of County Commissioners (BCC) at its regular meeting held on February 7, 2017.

Please forward the document to all required parties for signature.

Email copies of the fully-executed document to ClerkofBCC@occompt.com and copy ruby.muniz@ocfl.net. Note: ClerkofBCC@occompt.com is used only for County staff submission of pending documents.

Please include in cover memo or subject line identification of the document by name, agenda item number, and date of BCC approval. Emailed copies must be in full-size PDF format. The document will be processed and filed for the record upon receipt.

If you are unable to return a copy of the fully-executed document before March 7, 2017, notify Katie Smith by email of the reason for the delay prior to that date.

If you have any questions, please do not hesitate to call.

ks:lc

Enclosures (3)

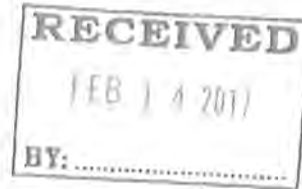
dl: Jon Weiss, Director, Community, Environmental and Development Services Department,
BCC [email]

Chris Testerman, Assistant County Administrator, BCC [email]

Elaine Parker, Executive Assistant, Community, Environmental and Development Services
Department, BCC [email]

Ruby Muniz, Executive Assistant, County Administrator's Office, BCC [email]

Pending File



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FLORIDA

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Clerk of the Board of County Commissioners
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Ruby Muniz, Executive Assistant, County Administrator's Office, BCC [email]

Pending File

BCC Mtg. Date: February 7, 2017

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MEMORANDUM OF AGREEMENT
ORANGE COUNTY, FLORIDA
and
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
(UCF Area Pedestrian Safety Study)

This Memorandum of Agreement (the "MOA"), effective as of the latest date of execution (the "Effective Date"), is entered into by and among the **State of Florida Department of Transportation**, an executive agency of the State of Florida having a business address located at 719 South Woodland Boulevard, DeLand, Florida, 32720 ("FDOT") and **Orange County**, a charter county and political subdivision of the State of Florida having a business address at P.O. Box 1393, Orlando, FL 32802-1393 ("Orange County").

WHEREAS, Orange County, in coordination with FDOT and The University of Central Florida ("UCF"), conducted that certain UCF Area Pedestrian Safety Study (the "Study") to evaluate bicycle and pedestrian safety within the UCF area; and

WHEREAS, the Study has been completed, and Orange County has accepted the final report (the "Study Report"), which is on file at the Orange County Transportation Planning Divisions and contains recommendations for various safety measures relative to intersections, mid-block crossings, driveways, and minor roadways as well as general pedestrian safety improvements along the corridors as are referred to herein; and

WHEREAS, the Study Area, as depicted on Figure 1-1, page 1-2 of the Study, attached and incorporated herein as Exhibit "A," is comprised of the following Study corridors: (i) that 2.6-mile segment of Alafaya Trail (aka SR 434) from McCulloch Road to Challenger Parkway (the "Alafaya Trail Segment"), (ii) that 1-mile segment of University Boulevard from Rouse Road to Alafaya Trail (the "University Boulevard Segment"), and (iii) that 1-mile segment of McCulloch Road from Alafaya Trail to North Orion Boulevard (the "McCulloch Road Segment"); and

WHEREAS, the Alafaya Trail Segment, State Road 434, is a right-of-way under the jurisdiction of FDOT; the University Boulevard Segment is a right-of-way under the jurisdiction of Orange County; and the McCulloch Road Segment is a right-of-way under the jurisdictions of both Orange County and Seminole County, Florida ("Seminole County"), with maintenance being the responsibility of Seminole County pursuant to an interlocal agreement between Seminole County and Orange County; and

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MEMORANDUM OF AGREEMENT
ORANGE COUNTY, FLORIDA

and

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THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
(UCF Area Pedestrian Safety Study)

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40 WHEREAS, upon completion of preliminary design and final design plans, if sidewalks and
41 standard landscaping are to be installed and constructed within FDOT's right-of-way of State Road
42 434, the Department has committed, subject to conditions set forth herein, to maintaining or funding the
43 maintenance of the standard landscaping and sidewalk area within the Alafaya Segment; and
44

45 WHEREAS, UCF is willing to donate certain rights-of-way along Alafaya Trail, State Road 434
46 section, to the Department, free and clear of any and all other interests or encumbrances, for expansion
47 of the existing sidewalk, and, subject to conditions set forth herein, FDOT is willing to contribute funds
48 toward installation of such expanded sidewalk and to maintain the completed sidewalk; and
49

50 WHEREAS, the parties, subject to the terms and conditions set forth herein and subject to
51 availability of funding now and in the future, and desire to establish a common understanding and
52 approach to accomplishing these improvements and establish an understanding of future maintenance
53 responsibilities.
54

55 NOW THEREFORE, in consideration of the mutual covenants and agreements herein
56 contained, and other valuable consideration, the receipt and sufficiency of which are hereby
57 acknowledged, the parties agree as follows:
58

59 **Section 1. Recitals.** The foregoing recitals are true and correct and are hereby incorporated
60 herein as a material part of this MOA.
61

62 **Section 2. Recommendations recognized by the parties.** The parties hereby recognize the
63 following pedestrian/bicycle safety improvements were identified in the Study Report:
64

65 A. Intersection Improvements at five (5) major intersections ("Major Intersections")
66 as listed herein:

- 67 1) Alafaya Trail at Research Parkway
- 68 2) Alafaya Trail at Central Florida Boulevard
- 69 3) Alafaya Trail at University Boulevard
- 70 4) Alafaya Trail at Gemini Boulevard
- 71 5) University Boulevard at Quadrangle Boulevard

72
73 B. Mid-block crossings at two (2) locations within the Study Area as listed herein:

- 74 1) Alafaya Trail near Salon Drive
- 75 2) University Boulevard near Turbine Drive

76
77 C. Pedestrian safety enhancements and treatments along thirteen (13) minor
78 roadways and driveways as listed herein:

- 79 1) University Boulevard at Wawa Driveway

- 80 2) University Boulevard at 4Rivers Driveway
- 81 3) University Boulevard at Systems Way
- 82 4) University Boulevard at Plaza on University Driveway
- 83 5) University Boulevard at Driveway between Plaza on University and
- 84 Alafaya Trail
- 85 6) Alafaya Trail at Collegiate Way
- 86 7) Alafaya Trail at Driveway immediate after Collegiate Way
- 87 8) Alafaya Trail at Pasteur Drive
- 88 9) Alafaya Trail at Darwin Drive
- 89 10) Alafaya Trail at Mendel Drive
- 90 11) Alafaya Trail at Walden Woods Drive
- 91 12) Alafaya Trail at Alafaya Commons Circle
- 92 13) Alafaya Trail at MacKay Boulevard
- 93

94 D. General pedestrian safety improvements and enhancements throughout the Study
95 corridors, including pedestrian lighting, UCF/pedestrian-scale branding/way-finding
96 signage, and evaluation of possible expansions to the existing LYNX bus and UCF
97 shuttle services.

98
99 **Section 3. Commitments by Orange County.** County commits to the following
100 improvements as described herein:

101
102 A. County shall, utilizing County for the west side and UCF funding for the east
103 side, construct and install improvements at four Major Intersections along the Alafaya
104 Trail Segment as listed herein:

- 105 • Alafaya Trail at University Boulevard
- 106 • Alafaya Trail at Gemini Boulevard
- 107 • Alafaya Trail at Research Parkway
- 108 • Alafaya Trail at Central Florida Boulevard

109
110 Intersection improvements may include, but shall not be limited to, increased pedestrian
111 landing pads, pedestrian lighting, reduced curb radii, textured/colorized pavement
112 crosswalks, signalization upgrades (including new mast arms, if applicable, appropriate
113 and authorized), mobilization, maintenance of traffic, and milling and resurfacing of
114 roadway approaches.

115
116 B. Utilizing funding from UCF and subject to the Department's jurisdiction and
117 control over State Road 434, including the Department's review processes, the County,
118 shall consider, installation of two signalized mid-block crosswalks (which may include

119 pedestrian lighting and textured/colored crosswalks) within the Study Area as listed
120 herein:

- 121 • Alafaya Trail near Salon Drive
- 122 • University Boulevard near Turbine Drive

123

124 C. If the signalized mid-block crossings are requested by the County, and after
125 review by the Department the signalized mid-block crossings are permitted by the
126 Department, the County shall, subject to permit conditions and approval, construct two
127 signalized mid-block crosswalks at County expense.

128

129 **Section 4. Commitments by FDOT.** FDOT commits to timely review all plans and work
130 requested to be performed on improvements within State Road 434 right of way. If the Department's
131 review process leads to the Department being willing to issue a permit, any such permits will be issued
132 at no cost to Orange County. Additionally, FDOT agrees to consider:

133

134 A. Installing and maintaining pedestrian scale lighting along the west side of the
135 State Road 434, Alafaya Trail Segment.

136

137 B. Maintaining and funding the installation of, sidewalks and standard traffic-
138 related signage within the FDOT right-of-way of State Road 434 along both the west
139 and east sides of the Alafaya Trail Segment. Any such sidewalk constructed by the
140 Department within State Road 434 right-of-way will be maintained by the Department.

141

142 Nothing herein shall be deemed to be a commitment by the Department to the payment of funds nor a
143 commitment to issue a permit or to otherwise allow changes, improvements, or modifications of State
144 Road 434. Said funding, permit issuance, or agreement to allow changes, improvements, or
145 modifications will require a binding, written agreement by the Department.

146

147 The Department's performance and obligation to pay under this agreement is contingent upon annual
148 appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated
149 to the Department for any of the commitments made herein or for the Project, this Agreement may be
150 terminated, which shall be effective upon the Department giving notice to the parties hereto to that
151 effect.

152

153 Additionally, pursuant to Section 339.135(6)(a), Florida Statutes, the Department, during any fiscal
154 year, shall not expend money, incur any liability, or enter into any contract which, by its terms,
155 involves the expenditure during such fiscal year. Any contract, verbal or written, made in violation of
156 this subsection is null and void, and no money may be paid on such contract. The Department shall
157 require a statement from the Comptroller of the Department that funds are available prior to entering
158 into any such contract or other binding commitment of funds. Nothing herein contained shall prevent

159 the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory
160 only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and
161 this paragraph shall be incorporated verbatim in all contracts of the Department which are for an
162 amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.

163
164 **Section 5. Mutual Cooperation regarding landscaping.** If necessary, the parties will
165 mutually amend that certain Master Agreement between County of Orange and the Florida Department
166 of Transportation for State Road Right-of-Way Landscape Maintenance (the “Landscaping
167 Agreement”), as amended, to address County’s additional responsibility along the Alafaya Trail
168 Segment between University Boulevard and McCulloch Road.

169
170 **Section 6. Validity.** Orange County and FDOT each represents to the other its authority
171 and power under Florida Law to enter into this MOA, acknowledges the validity and enforceability of
172 this MOA, and waives any future right of defense based on any claim of illegality, invalidity, or
173 unenforceability of any nature.

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177 **Section 7. Effective Date.** This MOA shall take effect upon the date of the last signature.

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179 [Signatures appear on following pages]
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181
182

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Agreement on dates set forth below.

ORANGE COUNTY
BY: BOARD OF ORANGE COUNTY COMMISSIONERS

By: *Teresa Jacobs*
Teresa Jacobs
for Orange County Mayor

Date: February 7, 2017

Attest: Phil Diamond, Orange County Comptroller
As Clerk of the Board of County Commissioners



By: *Lakela Christian*
for Deputy Clerk

Lakela Christian
Printed Name

Memorandum of Agreement
UCF Area Pedestrian Safety Study Improvements
Fla Dept of Transportation, 2017

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____

Name: Frank O'Dea

Title: Director of Transportation Production

Date: _____, 2017

Attest: _____

Executive Secretary

Legal Review: _____

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Exhibit A

Depiction of Study Area



APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

BCC Mtg. Date: November 29, 2016

CAMPUS DEVELOPMENT AGREEMENT
BETWEEN
THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES
AND ORANGE COUNTY

THIS AGREEMENT is made and entered into this _____ day of NOV 29 2016, 2016, by and between the ORANGE COUNTY, a political subdivision of the State of Florida (herein referred to as the "County"), and the UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES, a public body corporate of the State of Florida (herein referred to as "UCF").

WITNESSETH:

WHEREAS, the UCF campus is considered to be a vital public facility which provides research and educational benefits of statewide and national importance, and which further provides substantial educational, economic, and cultural benefits to Orange County; and

WHEREAS, in recognition of the unique relationship between campuses of the State University System and the local governments in which they are located, the Florida Legislature has established special provisions for campus planning and concurrency in Section 1013.30, Florida Statutes, which supersedes the requirements of Part II of Chapter 163, Florida Statutes, except when stated otherwise; and

WHEREAS, upon adoption of a campus master plan by the UCF Board of Trustees, and in accordance with the statutory requirements set forth in Section 1013.30, UCF and County are required to enter into a campus development agreement; and

WHEREAS, UCF has prepared, and its Board of Trustees adopted, the University of Central Florida 2015-2025 Campus Master Plan Update (herein referred to as Campus Master Plan) on November 20, 2014, in compliance with the requirements set forth in Subsections 1013.30 (3)-(6) and (9), Florida Statutes; and

WHEREAS, this Campus Development Agreement (CDA) shall determine the impacts of proposed campus development reasonably expected over the term of the CDA on public facilities and services, including stormwater management, potable water, sanitary sewer, solid waste, parks and recreation, roads, and public transportation; and

WHEREAS, this CDA shall identify any deficiencies in public facilities and services which the proposed campus development will create or to which it will contribute; and

WHEREAS, this CDA shall determine specific Partnership Projects between Orange County and the University of Central Florida that can reasonably be accomplished over the term of this CDA, to lessen or eliminate deficiencies identified in the Campus Master Plan; and

WHEREAS, this CDA shall identify UCF's "fair share" of the cost of all improvements to facilities or services which are necessary to eliminate the deficiencies identified in the Campus Master Plan.

NOW, THEREFORE, in consideration of the covenants contained herein and the performance thereof, the parties intending to be legally bound do hereby agree as follows:

1.0 RECITATIONS

The foregoing recitals are true and correct and are incorporated herein by reference.

2.0 DEFINITIONS OF TERMS USED IN THIS AGREEMENT

- 2.1 The term "aggrieved or adversely affected person" means any person or local government which will suffer an adverse effect to an interest protected or furthered by the local government comprehensive plan, including interests related to health and safety, police and fire protection service systems, densities or intensities of development, transportation facilities, health care facilities, equipment or services, or environmental or natural resources. The alleged adverse interest may be shared in common with other members of the community at large, but shall exceed in degree the general interest in community good shared by all persons.
- 2.2 The term "campus master plan" means a plan that meets the requirements of Subsections 1013.30 (3)-(6), Florida Statutes, specifically the plan approved by the UCF Board of Trustees on November 20, 2014.
- 2.3 The term "comprehensive plan" means a plan that meets the requirements of Subsections 163.3177 and 163.3178, Florida Statutes.
- 2.4 The term "concurrency" means that public facilities and services needed to support development are available when the impacts of such development occur.
- 2.5 The term "development" means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels.
- 2.6 The term "development order" means any order granting, denying, or granting with conditions an application for a development permit.
- 2.7 The term "development permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exemption, variance, or any other official action of local government having the effect of permitting the development of land.
- 2.8 The term "force majeure" means acts of God, earthquakes, blizzards, tornados,

hurricanes, fire, flood, sinkholes, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, landslides, explosions, epidemics, and compliance with any court order, ruling, or injunction.

- 2.9 The term "public facilities and services" means stormwater management, potable water, sanitary sewer, solid waste, parks and recreation, roads, and public transportation facilities.
- 2.10 The term "state land planning agency" means the Department of Environmental Protection.
- 2.11 The term "backlogged facility" means a roadway that is currently operating below its level of service standard, but is not programmed for improvement within three years in the Florida Department of Transportation's Work Program or three years in a local government Transportation Improvement Plan.

3.0 INTENT AND PURPOSE

- 3.1 This CDA is intended to determine specific Partnership Projects between Orange County and UCF to lessen deficiencies identified in the Campus Master Plan. It is the intent of UCF and Orange County to ensure that adequate public facilities and services, including stormwater management, potable water, sanitary sewer, solid waste, parks and recreation, roads, and public transportation facilities are available and consistent with the Orange County Comprehensive Plan and to address mitigation of proposed campus development reasonably expected over the term of this CDA on such.
- 3.2 This CDA is not intended to alter or limit the land uses, densities, intensities, or site development or environmental management standards to be applied to campus development.

4.0 GENERAL CONDITIONS

- 4.1 The conditions, terms, restrictions, and other requirements of this CDA shall be legally binding and strictly adhered to by UCF and the County.
- 4.2 UCF represents that it has full power and authority to enter into and perform this CDA, in accordance with its terms and conditions without the consent or approval of any third parties, and this CDA constitutes the valid, binding and enforceable contract of UCF.
- 4.3 The County represents that it has full power and authority to enter into and perform this CDA, in accordance with its terms and conditions without the consent or approval of any third parties. Further, the County represents that this CDA has been duly authorized by the Board of County Commissioners after the public hearings required by Chapter 1013 of the Florida Statutes have been held, and constitutes a valid, binding and enforceable contract of the County.

- 4.4 State and regional environmental program requirements shall remain applicable.
- 4.5 In the event that all or a portion of a project reserving capacity pursuant to this CDA should be destroyed by a fire, storm, or other force majeure, UCF, its grantees, successors and assigns, shall have the right to rebuild and/or repair, and the time periods for performance by UCF shall be automatically extended so long as there is strict compliance with this CDA.
- 4.6 This CDA incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this CDA that are not contained in or incorporated into this CDA. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 4.7 Upon execution of this CDA, all campus development identified in **Exhibit "A"** attached hereto and incorporated herein by reference may proceed without further review by the County if it is consistent with the terms of this CDA and UCF's adopted Campus Master Plan.
- 4.8 If any part of this CDA is contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid. The remainder of this CDA shall not be invalidated thereby and shall be given full force and effect provided that removal of the inapplicable provision(s) does not frustrate or defeat the intent or purpose of any of the remaining provisions.
- 4.9 The funding of the Partnership Projects listed in this CDA is contingent upon the approval of funds by the Florida Legislature per statutory requirements.

5.0 DURATION OF AGREEMENT

This CDA shall become effective upon execution by both parties and shall remain in effect for five years, unless extended by the mutual consent of UCF and the County, or amended, in accordance with Section 15.0 herein. Upon becoming effective, this CDA shall supersede and replace any previous campus development agreement between UCF and the County.

6.0 GEOGRAPHIC AREA COVERED BY THIS AGREEMENT

The real property subject to this CDA and included within is identified in **EXHIBIT "B,"** attached hereto, and incorporated herein by this reference.

7.0 DESCRIPTION OF PUBLIC FACILITIES AND SERVICES

The following public facilities and services are available to support development authorized under the terms of this CDA.

7.1 The UCF campus is comprised of four stormwater management basins:

- Basin #1 consists of approximately 165 acres located within the northwest portion of the campus. Surface water runoff from this basin flows in a northwest direction into Lake Claire, located approximately on the northwest campus boundary. Excess runoff from Lake Claire is directed across McCulloch Road toward the Little Econlockhatchee River.
- Basin #2 consists of approximately 315 acres located within the northeast portion of the campus. Surface water runoff is conveyed in a northeasterly direction across McCulloch Road toward the Little Econlockhatchee River.
- Basin #3 consists of approximately 149 acres located within the southwest portion of the campus, and approximately 38 acres off-campus. A canal, which runs from the west portion of the basin, conveys surface water runoff southward toward an isolated wetland just north of Lake Lee. The remainder of the basin drains in a southerly direction to Lake Lee.
- Basin #4 consists of approximately 568 acres located within the southeast portion of the campus, and approximately 833 acres off-campus. Three stormwater pipe systems and one canal system convey and discharge surface water runoff directly into the large east wetland.

7.2 UCF owns and operates its own raw/potable water treatment and distribution system. UCF's existing well field consists of four wells, which obtain water from the Florida Aquifer. Each well is capable of processing approximately 500 gallons per minute (gpm). The wells pump into a storage tank, where hydrogen sulfide is removed and chlorine added. The distribution system consists of mains ranging from six inches to 12 inches in pipe diameter. The primary source main is a 16-inch diameter pipe running from the potable water treatment plant. Service lines and laterals of smaller sizes are connected from these mains to various buildings on campus. Orange County Utilities provide potable water service to a relatively small portion of the campus, but UCF, not Orange County Utilities, shall handle any future growth and development at UCF through UCF's on-site facilities.

7.3 UCF has deactivated its former on-site wastewater treatment plant and now pumps all campus effluent to the Iron Bridge Wastewater Treatment Plant in Seminole County. Additional gravity sewer lines will be required in the northeast quadrant of campus in the future. Existing lift stations will be analyzed as projects are implemented to determine the need to upgrade the pumps within the system.

- 7.4 UCF provides for the collection of solid waste and recycling through the strategic siting of service areas and solid waste dumpsters. Aluminum, cardboard, glass newspaper, mixed paper, plastics, metal, concrete and mixed construction and demolition debris are recycled. The non-recoverable (materials that are unable to be recycled and materials that people choose not to recycle) is carried by the solid waste contractor to the Orange County Landfill for the term of this CDA.
- 7.5 Recreation and open space facilities are provided by the University. Approximately 95 acres of activity-based recreational facilities (i.e., intramural fields, swimming pools, etc.) are available on campus, and approximately 390 acres of resource-based recreational facilities (i.e., open space, conservation areas, etc.) are available. UCF is responsible for the operation and maintenance of all recreation and open space facilities on campus.
- 7.6 The entrance roads - Gemini Boulevard North (4 lanes), Centaurus Drive (4 lanes), University Boulevard (6 lanes), Central Florida Boulevard (4 lanes), Orion Boulevard (4 lanes) and Libra Drive (4 lanes) - function as collectors. All other roads on campus function as local streets. Off-campus, Alafaya Trail functions as a state principal arterial and University Boulevard functions as a county principal arterial.
- 7.7 UCF is presently served by six (6) routes of the LYNX transit system:
- Link 13 - University of Central Florida
 - Link 104 - Colonial Drive Cross-town
 - Link 434 - UCF, Oviedo, Winter Springs
 - Knight Lynx Red (Link 212) - West Orlando
 - Knight Lynx Blue (Link 210) - East Orlando
 - Knight Lynx Green (Link 211) - Main Campus Area

8.0 LEVEL OF SERVICE STANDARDS ESTABLISHED BY THE COUNTY

8.1 The County has established the following level of service standard for stormwater management facilities:

(a) Design storm based on 24-hour minimum:

• Facility	Design Storm
• Bridges	50-year
• Canals, ditches, culverts for drainage external to the development	25-year

- Crossdrains, storm sewers 10-year
 - Roadside swales for drainage internal to the development 10-year
 - Detention basins 25-year
 - Retention basins (no positive outfall) 100-year
- (b) Stormwater management facilities shall be required to retain or detain with filtration the first one-half inch of rainfall on the site, or the runoff generated from the first inch of rainfall on developed sites, whichever is greater.
- (c) A detention/retention system shall be required which limits peak discharge of a developed site to the discharge from the site in an undeveloped condition during a 24 hour/25-year frequency storm event.
- (d) Prior to development approval, projects shall be required to receive appropriate permits from state agencies to comply with the rules and regulations for stormwater facility design, performance, and discharge.
- (e) Discharged stormwater runoff shall not degrade receiving surface water bodies below the minimum conditions established by state water quality standards (Rule Chapters 17-302 and 17-40.420, FAC).

8.2 The County has established a level of service standard for potable water of 350 gallons per day per equivalent residential unit, when central water service from the County public utilities is required for development. If the service provider is other than the County public utilities, then the service standard of the appropriate service provider shall be utilized.

8.3 The County has established a level of service standard for sanitary sewer (wastewater) of 300 gallons per day per equivalent residential unit, when central sewer service from the County public utilities is required for development. If the service provider is other than the County public utilities, then the service standard of the appropriate service provider shall be utilized.

8.4 The County has established a level of service standard for solid waste to maintain a landfill capacity to accommodate solid waste generated at a rate of six pounds per person per day.

8.5 The County has established the following level of service standards for parks and recreation facilities:

- (a) Publicly-owned, activity-based parks - 1.5 acres per 1000 population

(unincorporated area).

- (b) Publicly-owned, resource-based parks - 6.0 acres per 1000 population (unincorporated area).

8.6 The Orange County Comprehensive Plan establishes the following level of service standards for non-TRIP, non-SIS, and non-FIHS State facilities and County roads:

- (a) Roadway levels of service

<u>Type</u>	<u>Rural</u>	<u>Urban</u>
Principal Arterials	D	E
Minor Arterials	D	E
Collectors	D	E

- (b) Constrained Facilities

Maintain the operating conditions: the peak hour volume on State roads and County roads shall not increase more than an additional ten percent (10%) over the existing traffic volume.

- (c) Backlogged Facilities

Maintain and improve the operating conditions: the peak hour volume on State roads and County roads shall not increase more than an additional ten percent (10%) over the existing traffic volume.

8.7 The County has established a level of service standard for public transportation to maintain a person trip capacity of not less than 73,500 per weekday.

9.0 FINANCIAL ARRANGEMENTS BETWEEN UCF AND SERVICE PROVIDERS

UCF has entered into the following financial arrangements for the provision of public facilities and services necessary to support the continued growth and development of the campus:

9.1 There are no existing financial arrangements with the County or any other entity for the provision of stormwater management facilities or services to the campus.

9.2 UCF operates and maintains its own potable water distribution system that serves most of the main campus. UCF is also connected to the Orange County Utilities system for water supply that feeds the Academic Villages and the Recreation and Wellness Center.

9.3 The University pumps all campus effluent to the Iron Bridge Waste Water Treatment Plant.

- 9.4 There are no existing financial arrangements with the County or any other entity for the provision of solid waste facilities or services to the campus.
- 9.5 There are no existing financial arrangements with the County or any other entity for the provision of open space or recreation facilities or services to the campus.
- 9.6 There are no existing financial arrangements with the County or any other entity for the provision of transportation facilities or services to the campus.

10.0 IMPACTS OF CAMPUS DEVELOPMENT ON PUBLIC FACILITIES AND SERVICES

- 10.1 UCF and County concur with the data, analysis, and conclusions contained in the Campus Master Plan, with regard to the impacts of development proposed in the Campus Master Plan on public stormwater management facilities. UCF and County agree that development proposed in the adopted Campus Master Plan should not degrade the operating conditions for public stormwater management facilities below the level of service standards adopted by the County.
- 10.2 UCF and County concur with the data, analysis, and conclusions contained in the Campus Master Plan with regard to the impacts of development proposed in the Campus Master Plan on public potable water facilities. UCF and County agree that, since UCF owns and operates its own potable water treatment and distribution system, development proposed in the adopted Campus Master Plan should not degrade the operating conditions for public potable water facilities below the level of service standards adopted by the County.
- 10.3 UCF and County concur with the data, analysis, and conclusions contained in the Campus Master Plan with regard to the impacts of development proposed in the Campus Master Plan on public sanitary sewer facilities. UCF and County agree that, since UCF utilizes the Iron Bridge Wastewater Treatment Facility for all campus effluent treatment, development proposed in the adopted Campus Master Plan should not degrade the operating conditions for public sanitary sewer facilities below the level of service standards adopted by the County.
- 10.4 UCF and County concur with the data, analysis, and conclusions contained in the Campus Master Plan with regard to the impacts of development proposed in the Campus Master Plan on public solid waste facilities. UCF and County agree that development proposed in the adopted Campus Master Plan should not degrade the operating conditions for public solid waste facilities below the level of service standards adopted by the County.
- 10.5 UCF and County concur with the data, analysis, and conclusions contained in the Campus Master Plan with regard to the impacts of development proposed in the Campus Master Plan on public open space and recreation facilities. UCF and County agree that

development proposed in the adopted Campus Master Plan should not degrade the operating conditions for public open space and recreation facilities below the level of service standards adopted by the County.

10.6 UCF and County agree that the development identified in the adopted Campus Master Plan and in EXHIBIT "A" will further define backlog conditions. The transportation analysis period of Year 2015-25 roadways resulted in the following roadway segments operating below the level of service standards adopted by the County, with or without the development identified in the adopted Campus Master Plan:

- (a) Discovery Drive/Libra Drive from Research Parkway to Gemini Boulevard
- (b) Lake Pickett Road from Colonial Drive (SR50)/Percival Road to Percival Road/S. Tanner Road
- (c) McCulloch Road from State Road 434 (Alafaya Trail) to Old Lockwood Boulevard

Mitigation of the backlogged facilities identified immediately above can be addressed partially through the Partnership Projects agreed to herein.

10.7 UCF and County concur with the data, analysis, and conclusions contained in the Campus Master Plan with regards to the impacts of development proposed in the Campus Master Plan on public transportation facilities. UCF and County agree that development proposed in the adopted Campus Master Plan should not degrade the operating conditions for public transportation facilities below the level of service standards adopted by the County.

11.0 IMPROVEMENTS TO ELIMINATE DEFICIENCIES

In order to satisfy the requirements contained in Subsection 1013.30(13), Florida Statutes, the following are identified.

11.1 UCF and County agree that there is sufficient stormwater management facility capacity to accommodate the impacts of development proposed in the adopted Campus Master Plan and to meet the future needs of UCF for the duration of this CDA. UCF and County further agree that no stormwater management improvements need be provided by UCF.

11.2 UCF and County agree that there is sufficient potable water facility capacity to accommodate the impacts of development proposed in the adopted Campus Master Plan and to meet the future needs of UCF for the duration of this CDA. UCF and County further agree that no potable water improvements need be provided by UCF.

11.3 UCF and County agree that there is sufficient sanitary sewer facility capacity to accommodate the impacts of development proposed in the adopted Campus Master Plan

and to meet the future needs of UCF for the duration of this CDA. UCF and County further agree that no sanitary sewer improvements need be provided by UCF.

- 11.4 UCF and County agree that there is sufficient solid waste facility capacity to accommodate the impacts of development proposed in the adopted Campus Master Plan and to meet the future needs of UCF for the duration of this CDA. UCF and County further agree that no solid waste improvements need be provided by UCF.
- 11.5 UCF and County agree that there is sufficient open space and recreation facility capacity to accommodate the impacts of development proposed in the adopted Campus Master Plan and to meet the future needs of UCF for the duration of this CDA. UCF and County further agree that no open space and recreation improvements need be provided by UCF.
- 11.6 UCF and County agree that the following Partnership Projects will improve the road deficiencies outlined in the Campus Master Plan. All improvements will be funded and/or completed no later than the dates/phases/events indicated.
 - (a) Participating in a University Area Pedestrian Safety Study, with UCF undertaking the following:
 - 1) Providing an additional 5 feet of right-of-way beyond the FDOT right-of-way (Actual value, based on 8,606 linear feet, is \$286,867; agreement to be in place no later than completion of the County's capital improvement design);
 - 2) Designing and constructing the first phase of the Gateway Project - landing pad and entryway features at University Boulevard and Alafaya Trail, to improve signage, landscape, traffic movement, and pedestrian safety, in keeping with the County's plan to reduce the turn radii on the corners to approximately 25 feet, as appropriate, and to provide pedestrian landing areas (Actual, not to exceed \$1,900,000; to be designed and constructed by UCF concurrent to the County's capital improvement schedule, with appropriate phasing);
 - 3) Paying for installation of the two (2) recommended mid-block crossings, each controlled by a traffic signal, Pedestrian Hybrid Beacon, or Rectangular Rapid Flashing Beacon, as appropriate (subject to engineering and design review), one at Alafaya Trail near Salon Drive, and one at University Boulevard at Turbine Drive, (Actual, not to exceed \$517,000; to be funded upon completion of the County's capital improvement design);
 - 4) Installing pedestrian-scale lighting within the right-of-way on UCF property along the UCF side of Alafaya Trail, through Duke Energy (Actual, not to exceed \$75,000; to be funded upon completion of installation, as invoiced by Duke Energy);

- 5) Paying monthly rental to Duke Energy for maintenance and utilities of lighting along the UCF side of Alafaya Trail (Actual, not to exceed \$25,000/year; to be funded yearly, as invoiced by Duke Energy);
 - 6) Contributing to the signalization changes at University Boulevard and Alafaya Trail (Actual, not to exceed \$100,000; to be funded upon completion of the County's capital improvement design);
 - 7) Developing and providing Educational Programs related to pedestrian safety (Actual, not to exceed \$167,000/year; to be funded yearly, as needed); and
 - 8) Providing way-finding and signage on Alafaya Trail and University Boulevard that UCF determines to be desirable for branding and that the County and FDOT approve for content and stylization (Dollar amount to be determined, actual, not to exceed \$50,000; to be funded upon completion of the County's capital improvement design).
- (b) Developing and implementing a comprehensive Way Finding Signage Plan for the UCF Campus (\$750,000; currently funded);
 - (c) Developing an on-campus bicycle pathway through the UCF Campus, linking the existing trail systems of Orange and Seminole Counties (Dollar amount to be determined; to be requested by UCF in its Capital Improvement Plan and funded when approved by the State of Florida);
 - (d) Conducting a study to determine the desirability of providing on-campus housing or additional online courses for at least 80% of FTIC students by 2020 (Dollar amount to be determined; to be funded no later than one year from the effective date of this CDA);
 - (e) UCF and Orange County jointly evaluating the operability and compatibility of the County's traffic control system and UCF's SCOOT system (\$N/A; to be performed annually in January);
 - (f) Working in partnership to secure state funds for concurrency (\$N/A; to be completed prior to the next Campus Master Plan Update); and
 - (g) UCF and Orange County jointly performing annual traffic counts on the backlogged roads identified in Section 10.6 (\$N/A; to be performed annually in August).
- 11.7 UCF and County agree that the following Partnership Projects have already been completed by UCF, to improve previously identified road deficiencies:
- (a) Participating in a University Area Pedestrian Safety Study;
 - (b) Modifying the intersection at North Orion Boulevard and McCulloch Road to improve traffic flow and pedestrian safety (\$347,000); and

- (c) Developing and implementing a plan for the widening of Libra Drive from Gemini Boulevard South to the border of the Research Park and working with Research Park and other entities to promote widening of Discovery Drive to take some of the burden off of backlogged roads near UCF (\$4.8 million);

11.8 UCF and County agree to conduct an annual review of public transportation utilization and to work together to increase ridership.

12.0 "FAIR SHARE" OF COST FOR MEASURES TO ELIMINATE DEFICIENCIES

UCF'S fair share of the costs of off-campus improvements to public facilities and services necessary to support the development identified in **Exhibit "A"** are identified below. Funds provided by UCF are subject to appropriation by the Legislature, pursuant to Florida Statute 1013.30(13) (f).

12.1 UCF and County agree that no stormwater management improvements need be financially assured by UCF.

12.2 UCF and County agree that no potable water improvements need be financially assured by UCF.

12.3 UCF and County agree that no sanitary sewer improvements need be financially assured by UCF.

12.4 UCF and County agree that no solid waste improvements need be financially assured by UCF.

12.5 UCF and County agree that no parks and recreation improvements need be financially assured by UCF.

12.6 UCF and County agree that UCF shall bear the costs of the measures agreed upon in Section 11.6 of this CDA.

12.7 UCF and County agree that no public transportation improvements need be financially assured by UCF.

13.0 CAPACITY RESERVATION FOR DEVELOPMENT

13.1 UCF is reserving capacity pursuant to this CDA. The development for which capacity is reserved is identified in the Capital Improvements Element of the Campus Master Plan.

13.2 The uses, maximum densities, intensities and building heights for development reserving capacity shall be those established in the Future Land Use Element of the Campus Master Plan.

- 13.3 The County agrees to reserve present and planned capacity of the public facilities and services necessary to support the development identified in Section 11.0 and **Exhibit "A"** for the duration of this CDA. UCF shall comply with all the terms and conditions of this CDA and to provide financial assurances as set forth in Section 12.0 of this CDA.
- 13.4 The County acknowledges that subsequent development projects may reserve capacity of public facilities in the same geographic area identified in **Exhibit "B."** The County also acknowledges that this shall in no way necessitate the construction of additional capital facility improvements by UCF to meet concurrency requirements and/or to prevent development identified in the UCF adopted Campus Master Plan from going forward in accordance with its timetable of development.

14.0 APPLICABLE LAWS

- 14.1 The state law and policies regarding concurrency and concurrency implementation governing this CDA shall be those laws and policies in effect at the time of approval of this CDA.
- 14.2 If state or federal laws are enacted after approval of this CDA, which are applicable to or preclude either party's compliance with the terms and conditions of this CDA, this CDA shall be modified or revoked or amended, as is necessary, to comply with the relevant state or federal laws.

15.0 AMENDMENT

- 15.1 This CDA may be amended in conjunction with any amendment to the Campus Master Plan which, alone or in conjunction with other amendments: increases density or intensity of use of land on the campus by more than ten percent (10%); decreases the amount of natural areas, open spaces, or buffers on the campus by more than ten percent (10%); or rearranges land uses in a manner that will increase the impact of any proposed campus development by more than ten percent (10%) on a road or on another public facility or service provided or maintained by the state, the County, or any affected local government.
- 15.2 This CDA may be amended in conjunction with the five-year campus master plan update, as required by Subsection 1013.30 (3), Florida Statutes.
- 15.3 In the event of a dispute arising from the implementation of this CDA, both parties shall resolve the dispute in accordance with the dispute resolution requirements set forth in Section 18.0 herein.
- 15.4 Amendment of this Agreement shall be made in accordance with the notification requirements set forth in Section 22.0 herein.
- 15.5 It is further agreed that no modification, amendment, or alteration in the terms or conditions

contained in this CDA shall be effective unless contained in a written document approved and executed by all the parties hereto.

- 15.6 This CDA may be amended if either party delays, by more than 12 months, the construction of a capital improvement identified herein.

16.0 CONSISTENCY WITH ADOPTED COMPREHENSIVE PLANS

The County finds that this CDA and the proposed development and capacity reservations provided for herein are consistent with the Orange County Comprehensive Plan.

17.0 ENFORCEMENT

Any party to this CDA or aggrieved or adversely affected person may file an action for injunctive relief in the circuit court where the County is located to enforce the terms and conditions of this Agreement, or to challenge the compliance of this CDA with Section 1013.30, Florida Statutes. This action shall be the sole and exclusive remedy of an adversely affected person other than a party to the agreement to enforce any rights or obligations arising from this CDA.

18.0 DISPUTE RESOLUTION

- 18.1 In the event of a dispute arising from the implementation of this CDA, each party shall select one mediator and notify the other party in writing of the selection. Thereafter, within 15 days after their selection, the two mediators shall select a neutral third mediator to complete the mediation panel.
- 18.2 Each party shall be responsible for all costs and fees payable to the mediator selected by it and shall equally bear responsibility for the costs and fees payable to the third mediator for services rendered and costs expended in connection with resolving issues in dispute.
- 18.3 Within 10 days after the selection of the mediation panel, proceedings must be convened by the panel to resolve the issues in dispute. Within 60 days after the convening of the mediation panel, the panel shall issue a report containing a recommended resolution of the issues in dispute.
- 18.4 If either UCF or County rejects the recommended resolution of the issues in dispute, the matter shall be forwarded to the State Land Planning Agency which, pursuant to Subsection 1013.30 (16), Florida Statutes, has 60 days to hold informal hearings and resolve the matter by final order.

19.0 MONITORING AND OVERSIGHT

- 19.1 The County and UCF may jointly inspect related activity on the UCF campus to verify that the terms of this CDA are satisfied. Not less than once every 12 months, the County shall

review said activity to determine if there has been demonstrated good faith compliance with the terms of this CDA.

- 19.2 If either party finds that there has been a failure to comply with the terms of this CDA, the aggrieved party shall serve notice on the other that such failure to comply has occurred in accordance with the notification requirements set forth in Section 22.0 herein.
- 19.3 Disputes that arise in the implementation of this CDA shall be resolved in accordance with the provisions of Section 18.0 above.

20.0 SUCCESSORS AND ASSIGNS

This CDA shall be binding upon the parties hereto, their successors in interest, heirs, assigns and personal representatives.

21.0 FORWARDING COPY OF THIS AGREEMENT

Pursuant to Section 1013.30(14), Florida Statutes, a copy of the fully executed CDA shall be forwarded to the state land planning agency by UCF within 14 days after the effective date of this CDA.

22.0 NOTICES

22.1 All notices, demands, requests to replies provided for or permitted by this CDA shall be in writing and may be delivered by any of the following methods:

-By personal service or delivery;

-By registered or certified mail; or

-By deposit with an overnight express delivery service.

22.2 Notices by personal service or delivery shall be deemed effective at the time of personal delivery. Notices by registered or certified mail shall be deemed effective three business days after deposit with the United States Postal Service. Notices by overnight express delivery service shall be deemed effective one business day after deposit with the express delivery service.

For the purpose of notice, the address of the County shall be:

Teresa Jacobs, Orange County Mayor
201 South Rosalind Avenue
Orlando, Florida 32801

With copies to:

County Administrator
201 South Rosalind Avenue
Orlando, Florida 32801

Mr. Mark V. Massaro, Director
Public Works Department
4200 South John Young Parkway
Orlando, Florida 32939-9205

Mr. Renzo Nastasi, Division Manager
Transportation Planning Division
4200 South John Young Parkway
Orlando, Florida 32939-9205

The address of UCF shall be:

Mr. William F. Merck, II, Vice President
University of Central Florida
4365 Andromeda Loop North, Suite 384
Orlando, Florida 32816-0020

With a copy to:

Maria Yebra-Teimouri, Campus Master Plan Coordinator
University of Central Florida
P.O. Box 163020
Orlando, FL 32816-3020

23.0 EXHIBITS AND SCHEDULES

The Exhibits to this CDA consist of the following, all of which are incorporated into and form a part of this CDA:

Exhibit "A" - Development authorized by this CDA and for which capacity is reserved; and

Exhibit "B" - Geographic area covered by this CDA.


24.0 EFFECTIVE DATE

This CDA shall become effective upon the date of execution by UCF or by the County, whichever is later.

IN WITNESS THEREOF, the parties have set their hands and seals on the day and year indicated.

Signed, sealed and delivered in the presence of:

UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES



John C. Hitt

President, University of Central Florida

Date: 9-20, 2016

STATE OF FLORIDA COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the University of Central Florida aforesaid and in the County aforesaid to take acknowledgements, personally appeared Dr. John C. Hitt, President, University of Central Florida, to me known to be the person described herein and who executed the foregoing, and acknowledged the execution thereof to be his free act and deed, for the purposes therein mentioned.

WITNESS my hand and official seal in the County and State last aforesaid this 20 day of Sept, 2016.

Notary Public

My Commission expires:




On _____, the UCF Board of Trustees, at a regularly scheduled and noticed public meeting, approved and authorized the execution of this Agreement by the President of the University of Central Florida, Dr. John C. Hitt.



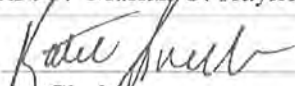
ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: 
for Teresa Jacobs, Orange County Mayor

Date: Dec. 2, 2016

ATTEST: Mariah O. Hayne, County Comptroller, as Clerk of the Board of County Commissioners

By: 
Deputy Clerk

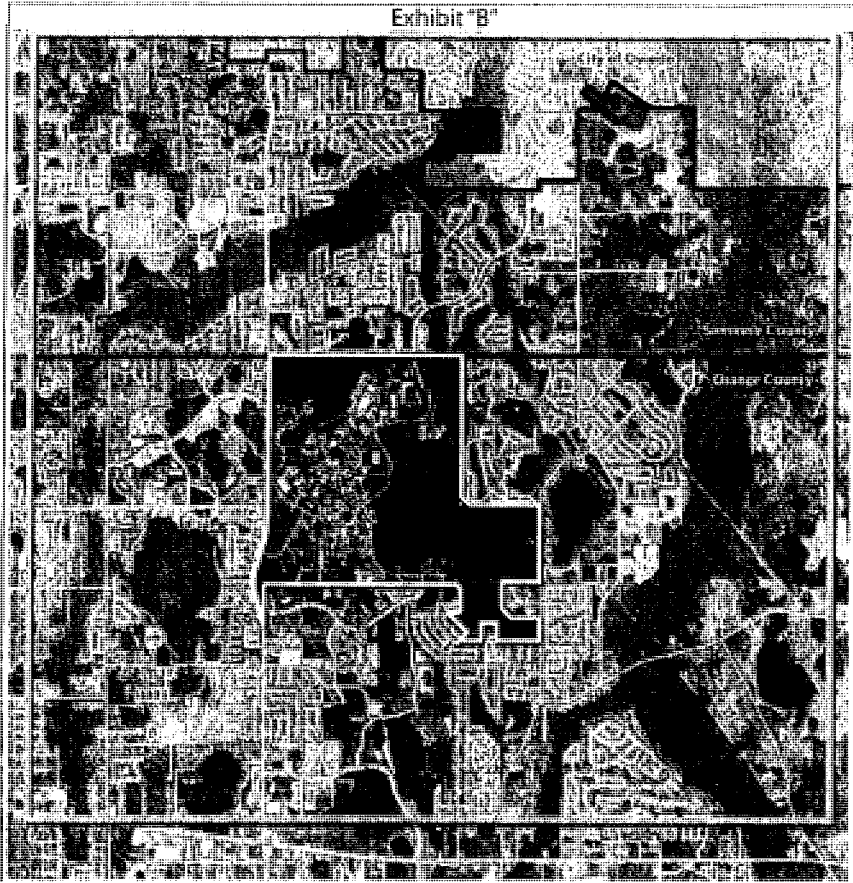


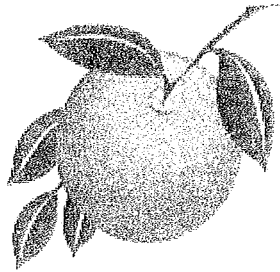
Figure 2.11-1
Context Area Map

Comprehensive Master Plan Update University of Central Florida Orlando, Florida
2010-2020

UCF/ALAFAYA TRAIL PEDESTRIAN SAFETY STUDY

February 2017

PREPARED FOR:



ORANGE COUNTY TRANSPORTATION PLANNING DIVISION
ORLANDO, FLORIDA

PREPARED BY:

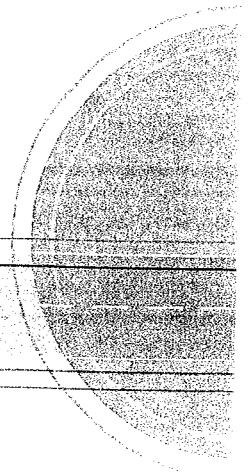
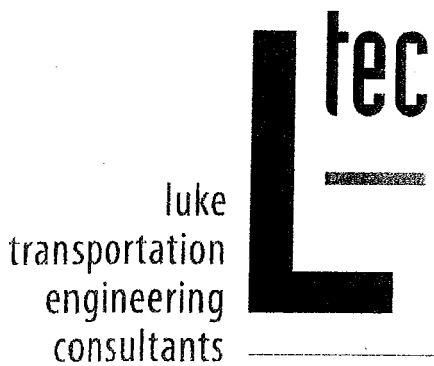




TABLE OF CONTENTS

TABLE OF CONTENTS..... 1-0

TABLE OF FIGURES..... 1-2

Chapter 1 Study Purpose and Scope..... 1-1

 Purpose 1-1

 Scope and Study Limits 1-1

 Study Limits..... 1-3

 Scope Description and Approach..... 1-3

 Review of Existing Studies & Development Plans..... 1-3

 Traffic Data Collection and Observations 1-4

 Roadway Characteristics, Recent Roadway Plans and Crash Data 1-4

 Evaluation of Data and Plans 1-4

 Coordination Meetings with County, Study Core Group and Stakeholders 1-4

 Potential Pedestrian Crossing Facilities and Strategies 1-5

 Recommendations and Report 1-5

Chapter 2 Public Outreach Activities 2-1

 Core Group..... 2-1

 Meeting 1 – October 6, 2014 2-2

 Meeting 2 – February 11, 2015..... 2-2

 Meeting 3 – August 17, 2015 2-2

 Meeting 4 – February 17, 2016..... 2-2

 Stakeholder Interviews 2-3

 Public Meetings and Hearings..... 2-4

Chapter 3 Data Collection and Existing Studies/Plans 3-1

 Existing Studies/Plans 3-1

 Additional Strategies..... 3-4

 Land Uses 3-5

 Existing Land Uses..... 3-5

 Future Land Uses..... 3-5

 Anticipated Future Developments..... 3-5

 Transit Service..... 3-11

 Existing Service..... 3-11

 Future Service 3-13

 Pedestrian and Bicycle Volumes Counts and Observations..... 3-15

 Pedestrian and Bicycle Volumes Counts and Observations..... 3-17

 Vehicular Speed Counts 3-26

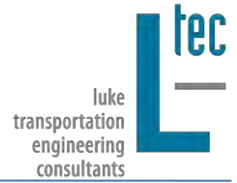
 Crash Data..... 3-27

Chapter 4 Evaluation of Existing Bicycle and Pedestrian Data 4-1

Chapter 5 Identification of Safety Issues and Options for Countermeasures 5-1



UCF/ALAFAYA TRAIL PEDESTRIAN SAFETY STUDY



Identification of Safety Focus Areas	5-1
“Toolbox” of Potential Improvement Strategies	5-1
Intersection Improvements Concepts.....	5-1
Minor Roads and Driveways Crossing Concept	5-8
UCF Area Branding and Pedestrian-Scale Environment	5-8
Safety Policy and Education	5-9
Phasing of Improvements	Error! Bookmark not defined.
Chapter 6 Identification of Recommended Improvement Plan	6-10
Recommended Improvements	6-10
Major Intersections.....	6-10
Major Mid-Block Crossings	6-18
Minor Cross Streets and Major Driveways	6-22
Other Recommendations.....	6-26
Improvement Not Moving Forward.....	6-30
Pedestrian Bridge Alternative	6-31
Consistency of Current Recommendations with Recommendations from Previous Studies.....	6-28
Cost Estimates for the Recommended Improvements Plan.....	6-32
Improvements at Major Intersections.....	6-32
Installation of Signalized Mid-block Crossings	6-33
Pedestrian Enhancements at Minor Cross-streets and Major Driveways	6-33
Pedestrian Safety Enhancements Along the Corridor	6-33
Other Safety Enhancements	6-34
Core Group Input to Recommended Plan.....	6-28
Chapter 7 Moving Towards Implementation.....	7-1
Appendix A – Public Involvement Summaries	1
Appendix B – Speed Data Summaries.....	25
Appendix C – Recommended Alafaya Trail Cross Sections – FDOT Study	27
Appendix D – Intersection Signalization Improvements Recommendations	29



TABLE OF FIGURES

Figure 1-1: Study Area..... 1-2

Figure 3-1: Major Land Uses South Area 3-6

Figure 3-2: Major Land Uses Central Area 3-7

Figure 3-3: Major Land Uses North Area 3-8

Figure 3-4: Future Land Use Map (Orange Co, 2010-2030)..... 3-9

Figure 3-5: UCF Urban Design Plan Map (UCF Master Plan, 2015-2025) 3-10

Figure 3-6: Existing LYNX Transit Service 3-12

Figure 3-7: SR 50 / UCF Connector Alternatives Analysis Recommendation 3-14

Figure 3-8: Existing Signalized Intersections & Volumes 3-16

Figure 3-9: Observation Zones North Area 3-18

Figure 3-10: Observation Zones Central Area..... 3-19

Figure 3-11: Observation Zones South Area 3-20

Figure 3-12: Observed Ped & Bike Volume Friday & Saturday Night 3-23

Figure 3-13: Observed Ped & Bike Volume Pre- and Post-Home Game 3-24

Figure 3-14: Observed Ped & Bike Volume Weekday (Observed Monday) 3-25

Figure 3-15: Speed Observation Point 3-28

Figure 3-16: Historic Crash Locations South Area..... 3-30

Figure 3-17: Historic Crash Locations Central Area 3-31

Figure 3-18: Historic Crash Locations North Area 3-32

Figure 3-19: Causes & Conditions - Statistics..... 3-33

Figure 4-1: Focus Areas..... 4-2

Figure 4-2: Crashes Involving Pedestrians or Bicyclists 4-3

Figure 5-1: Safe Crosswalks: Marked Pavement / Large Landings 5-4

Figure 5-2: Safe Crosswalks: Mid-block Crossings 5-5

Figure 5-3: Comfortable Sidewalk: Wide / Protected and Pedestrian-Scale..... 5-6

Figure 5-4: Comfortable Sidewalk: Materials / Public & Private Realm 5-7

Figure 6-1: Summary of All Improvement Treatments..... 6-13

Figure 6-2: Major Intersection Operational Treatments 6-14

Figure 6-3: Existing Conditions Alafaya Tr & University Bv..... 6-15

Figure 6-4: Original Intersection Concept - Alafaya Tr & University Bv..... 6-16

Figure 6-5: Revised Intersection Concept - Alafaya Tr & University Bv..... 6-17

Figure 6-6: Major Mid-block Crossing Improvement Locations 6-19

Figure 6-7: Existing Mid-block Crossing Conditions..... 6-20

Figure 6-8: Mid-block Crossing Concepts 6-21

Figure 6-9: Major Driveway Locations 6-22

Figure 6-10: Existing Driveway Crossing 6-244

Figure 6-11: Minor Street / Driveway Crossing Concept 6-24

Figure 6-12: Recommended Sidewalk Locations 6-16

Figure 6-13: Potential Corridors 6-17

Figure 6-14: Branding the UCF Area 6-18

Figure 6-15: Pedestrian Bridge Concept 6-321



TABLE OF TABLES

Table 3-1: Summary of Observed Pedestrians and Bicycles..... 3-22
Table 3-2: Summary of Pedestrians and Bicycles Crashes..... 3-29
Table 6-1: Cost Estimates for Improvements Concepts 6-354

Chapter 1 Study Purpose and Scope

Purpose

The University of Central Florida (UCF), located in east Orange County, currently has the highest number of enrolled students in the U.S., with about 63,000 students as of 2016. UCF has grown significantly since 1963. Recent growth at UCF has increased enrollment from about 34,000 students in year 2000 to its present level. This growth has included the addition of classroom facilities, student dormitories, a football stadium (approximately 45,000 seats), and many other enhancements. With this growth, residential developments serving the housing of the students have been constructed nearby the UCF campus. Also, a number of commercial developments (retail centers and restaurants) have been established that serve UCF and the surrounding residences. This has resulted in a continued increase in pedestrian and bicycle traffic along the State and County roads adjacent to the UCF campus.

As shown in **Figure 1-1**, UCF is located adjacent to a number of major roadways, including Alafaya Trail (SR 434), McCulloch Road, and University Boulevard. These major roadways serve high volumes of vehicular traffic, as well as pedestrian and bicycle traffic (many with origins or destinations within UCF). As the mixture of the vehicular, pedestrian and bicycle traffic has grown, a number of crashes involving pedestrians or bicycles with vehicles have occurred along the roadways around UCF. Between 2006 and 2014, 259 crashes involving pedestrians or bicycles have occurred along Alafaya Trail, University Boulevard, and McCulloch Road, of which, 11 were fatalities and 207 were injuries.

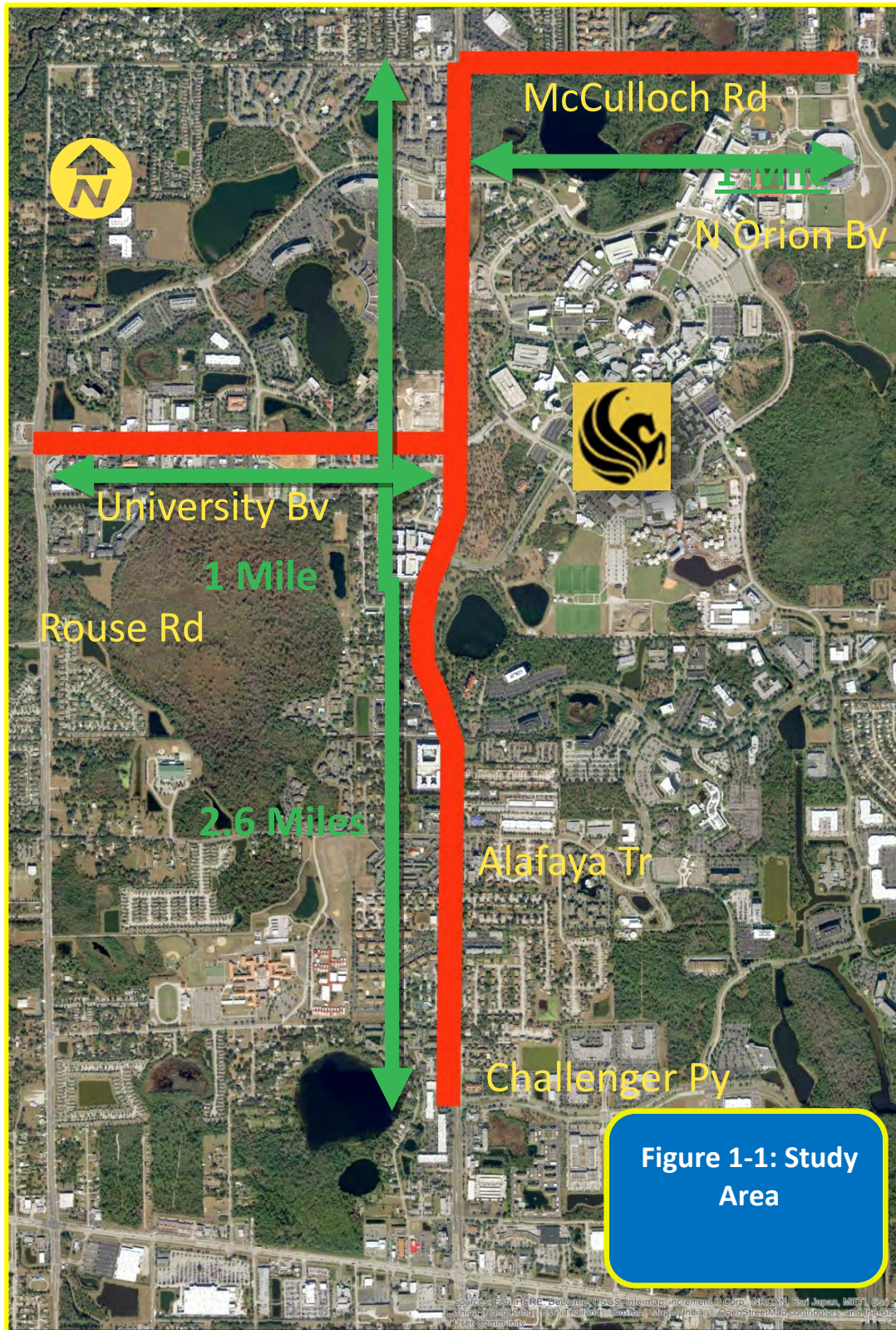
Recognizing the importance of safety surrounding the University, the leadership of Orange County, the Florida Department of Transportation (FDOT) and UCF formed an alliance to initiate a safety study with a strong determination to fund data-driven recommendations. Orange County commissioned this Pedestrian Safety Study to analyze the conditions and causes of the vehicular crashes with pedestrians and bicycles and develop a plan of countermeasures to reduce the crashes and improve safety for people walking and riding bicycles.

Scope and Study Limits

The Orange County staff, with its consultant team Luke Transportation Engineering Consultants, Inc. (LTEC), developed a scope of tasks to complete the UCF/Alafaya Trail Pedestrian Safety Study. The scope included the following tasks:

- 1: Review of Existing Studies and Development Plans
- 2: Traffic Data Collection and Observations
- 3: Roadway Characteristics, Recent Roadway Plans and Crash Data
- 4: Evaluation of Data and Plans
- 5: Coordination/Meetings with County, Study Core Group and Stakeholders
- 6: Potential Pedestrian Crossing Facilities and Strategies
- 7: Recommendations and Report





Study Limits

The initial scope of work developed for the UCF/Alafaya Trail Pedestrian Safety Study included approximately 2.7 miles of roadway, specifically:

- Alafaya Trail - between and including the intersections of Challenger Parkway and Gemini Boulevard
- University Boulevard - between and including the intersections of Systems Way and Alafaya Trail

After the initial coordination for the study, the study limits were expanded to include:

- Alafaya Trail- from Gemini Boulevard to and including McCulloch Road
- University Boulevard- from Systems Way to and including Rouse Road
- McCulloch Road- from Alafaya Trail to and including Orion Boulevard

This expansion added another 1.9 miles of roadway, resulting in a total study area of 4.6 miles. Figure 1-1 depicts the 4.6-mile study area limits.

The following summarizes the roadway characteristics within the study limits:

- Alafaya Trail is a six-lane principal arterial with sidewalks, has a posted speed limit of 45 mph and is served by nine (9) signalized intersections.
- University Boulevard is a six-lane minor arterial with sidewalks, has a posted speed limit of 45 mph and is currently served by two (2) additional signalized intersections.
- McCulloch Road, within the study limits, is a four-lane urban collector with a sidewalk on one side, has a posted speed limit of 45 mph and one (1) additional signalized intersection.

Scope Description and Approach

Review of Existing Studies & Development Plans

Reports completed previously for Alafaya Trail, University Boulevard, and McCulloch Road by Orange County and FDOT were obtained and reviewed. These included:

- Pedestrian and Bicycle Study for University Boulevard from SR 436 to SR 434 (Orange County- August 2013)
- SR 434 (Alafaya Trail) Access Management Study- From North of SR 50 to South Centaurus Dr/Westinghouse Dr (FDOT- July 2010)
- SR 434/Alafaya Trail Corridor Study (FDOT- February 2014)

The review focused on data, analysis and recommendations for the roadway corridors within the study area limits of the UCF/Alafaya Trail Pedestrian Safety Study. These studies contained counts of vehicle, and pedestrians at all of the study intersections along Alafaya Trail, University Boulevard, and McCulloch Road. In addition, representatives from UCF provided information from the UCF Master Plan pertinent to the UCF/Alafaya Trail Pedestrian Safety Study.



Traffic Data Collection and Observations

As part of the UCF/Alafaya Trail Pedestrian Safety Study, a field review of the study area roadways was completed to determine a plan to conduct counts of pedestrians and bicycles. The focus of the counts was the pedestrian and bicycle volumes and included the twelve (12) signalized intersections within the study limits. The counts were conducted to collect volumes and movements of all pedestrians and bicycles along the sidewalks and cross streets within the study limits of Alafaya Trail, University Boulevard, and McCulloch Road. The periods of the counts covered representative weekday and weekend conditions, including:

- Weekday morning, mid-day and afternoon peak periods
- Friday evening 8:00 pm to 2:00 a.m. Saturday
- Saturday in advance of a UCF football game (Homecoming October 24- 26), from 2:00 pm to 5:00 pm
- Saturday after the UCF football game, from 8:00 pm to 2:00 a.m. Sunday morning

In addition, 48-hour directional vehicle volume/speed counts were conducted for two (2) segments on Alafaya Trail and University Boulevard. Also, video cameras were placed at McCulloch Road and Orion Boulevard to collect observations of operations.

Roadway Characteristics, Recent Roadway Plans and Crash Data

Historic crash data for more than eight (8) years was obtained from the University of Florida's Signal 4 Analytics Statewide Crash Database. The crash data was reviewed, categorized and summarized. The crash data was evaluated to identify the crashes that involved pedestrians or bicycles. Detailed evaluation was completed of the pedestrian or bicycle crashes that involved fatalities. Also, through the field review and the review of the existing studies, an inventory of the critical elements of the cross-sections within the study limits was assembled.

Evaluation of Data and Plans

The study roadway limits were evaluated based on the information and data from existing studies, traffic data, crash data, and observations to identify critical roadway elements where operational issues occur. Based on this evaluation, a "toolbox" of potential countermeasures was developed.

Coordination Meetings with County, Study Core Group and Stakeholders

As part of the study effort, numerous meetings were held with County staff, a Core Group, and stakeholders. The Core Group was made up of representatives of the key agencies that were perceived by the County staff to have expert input into the identification of the issues and development of solutions for the UCF/Alafaya Trail Pedestrian Safety Study. The Core Group identified included representatives from FDOT, Orange County, UCF, Bike/Walk Central Florida, the Central Florida Research Park, Orange County Sheriff's Office, Seminole County, MetroPlan Orlando, and others. A series of presentations and meetings were held with the Core Group. Also, Stakeholders were identified that included representatives from the major residential and commercial developments and properties within the Study Area. Stakeholders were interviewed to provide, primarily, input to identification of the operational issues and safety concerns.



Potential Pedestrian Crossing Facilities and Strategies

Based on the evaluation of the toolbox of potential countermeasures, along with input from the Core Group and County staff and the analysis of the data collected, alternative improvement plans were developed. The alternative plans were evaluated to estimate:

- Effectiveness to address the pedestrian and bicycle safety needs within the Study Area
- Schedule and costs to implement
- General impacts to traffic operations
- General potential funding sources and strategies to implement the alternative improvement plans

Recommendations and Report

Using the data compiled and analysis completed, conceptual plans and strategies were developed from the initial counter measures identified. These conceptual plans and strategies were developed in both the short-range and long-range context. The plans and strategies were discussed and reviewed with the Core Group and County staff, with a focus on input from FDOT and UCF.

Preliminary cost estimates were also prepared for the short-term plans and strategies. The next phase of tasks was also determined to advance the conceptual plans and strategies.

The study and work effort is summarized in this report.



Chapter 2 Public Outreach Activities

The study team worked closely with the area's stakeholders, providing background information related to pedestrian and bicycle safety in the UCF area. The input received was used along with the collected data and the technical evaluations to make key decisions throughout the study. Outreach for this study focused on two activities: a Core Group of advisors and additional stakeholder interviews. The contributions of both activities are described here.

Core Group

The Core Group was created specifically for this study with the group serving as advisors to the study team. The group's membership reflected the range of area stakeholders.

- University of Central Florida
 - Neighborhood Relations and Safety – Student Affairs
 - Student Government Association
 - Administration and Finance
 - Police Department
 - University Relations
 - Facilities
 - Board of Trustees Chairman – Marcos Marchena
- Florida Department of Transportation
 - Traffic Operations
 - Planning and Corridor Development
 - Infrastructure – Safety
 - Bicycle/Pedestrian
- Agencies
 - Florida Highway Patrol – Motors Team
 - MetroPlan Orlando
 - LYNX
- Advocacy Groups
 - Florida Highway Patrol
 - Central Florida Research Park
 - LYNX
 - Bike/Walk Central Florida
 - Pointe at Central (major residential community)
 - University House (major residential community)
 - Sterling Apartments (major residential community)
- Orange County
 - Traffic Engineering (including School Safety Coordinator)
 - Community, Environmental & Development Services (CEDS)
 - Environmental Protection Division (CEDS)
 - Commissioner Ted Edwards (District 5)



- Sheriff's Office
- Assistant County Administrator

This group of advisors provided the study team with background corridor information, supplementing the other data collection activities. In addition, the group identified key safety issues, and proposed solutions. This group met four times throughout the study as key study decisions were being made. Meeting highlights are provided here with the meeting summaries located in Appendix A.

Meeting 1 – October 6, 2014

The purpose of this meeting was to introduce the study to the group and to listen to input. The study team provided a project overview and reviewed the study parameters. The Core Group discussion followed, providing additional background information and items for consideration as the study moved forward. It was noted that the University of Central Florida (UCF) was updating the campus master plan, crash data were available through MetroPlan Orlando, and LYNX has a super stop on the UCF campus. The group wanted the study team to consider: safety factors, design features, use of examples from other similar settings, and using this opportunity to create a sense of place as well as to integrate safety education with design elements.

Meeting 2 – February 11, 2015

This meeting focused on the data collection activities, which covered: stakeholder interview highlights; previous crash data analysis; data collection update; mitigation strategies/starter ideas; schedule; and next steps. The following design principles are to be used as a set of safety recommendations are developed: accessibility, connections, legibility, safety, and comfort. The group suggested that the following items be considered as solutions are being developed: account for new activity at UCF (including the proposed hotel/conference center along Alafaya Trail), complete the roadway network, expand the existing UCF night time shuttle, look at ways to create a gateway for the area and the UCF campus, and provide driveway signage due to the large number of crashes.

Meeting 3 – August 17, 2015

The purpose of this meeting was to: review the toolbox of approved countermeasures and solutions, review starter ideas and improvement concepts, and discuss recommendations and cost estimates. Starter ideas were shared, providing examples of how this area could transform into a safe, more balanced transportation corridor while also creating an identity for the UCF area. The implementation strategies and recommendations were vetted by UCF and FDOT before sharing with the Core Group and were generally accepted. The group wanted the study team to consider: east-west movement as well as north-south, look at short term and long term solutions and funding strategies, and include education as part of the recommendations.

Meeting 4 – February 17, 2016

At this final meeting of the Core Group, the following topics were covered: overview of public outreach, data analysis highlights, pedestrian channelization options, recommendations, review of capital and maintenance costs, and next steps.



Input from the Core Group included: 1) a Memorandum of Understanding (MOU) will need to be in place before moving forward into design, 2) need to have “bricks and mortar” projects among the short term solutions as visual cues that changes are underway, and 3) LYNX can only move bus shelters once every five years. Some short term solutions that were offered included: enhancing the UCF shuttle service, landscaping within the medians and edge of curb, pedestrian channelization (e.g. attractive fencing), pedestrian lighting, and enhanced or relocated bus shelters. Other improvements that can be made within three years would be signalization and median modifications. Intersection improvements would take longer to implement.

Stakeholder Interviews

To supplement the Core Group input and the data collection activities, the study team conducted six stakeholder interviews, from November 17, 2014 through November 21, 2014. The interviewed stakeholders were:

- Central Florida Research Park (research/office park located south of UCF);
- Knights Circle (largest single, off-site college residential complex in the US with 2500 residents);
- Northview (newer residential complex north of UCF with 600 residents, and home to two faith based community centers – Hillel and Catholic campus ministries);
- University Apartments (28-year old residential community not affiliated with UCF with 180 residents);
- Plaza on University (mixed use community with retail on the group level and 1,309 residents); and
- The Edge Orlando (930 residents with 100% occupancy).

The same questions were asked at each interview with discussion focusing on mobility issues and potential solutions. Individuals also provided additional observations for consideration as the study progresses. There was consensus on these issues:

- Alafaya Trail is dangerous for all modes, especially pedestrians; need for additional crosswalks with signals;
- Distracted pedestrians and drivers contribute to the dangerous traveling environment along Alafaya Trail;
- UCF shuttle is asset and is well used; would like expansion of service
- Need to fill in sidewalk gaps;
- Need to establish visual cues to convey that one is in a different setting (more pedestrians, less high speed vehicles);
- Mix of pedestrians trip purposes; recreational as well as travel to/from UCF;
- Need more lighting/reflective surfaces for safer night time environment; and
- Need broader education/awareness of setting as move through it (not a high speed raceway).



Public Meetings and Hearings

Community Public Meeting – May 18, 2016

The County hosted a public meeting on Wednesday, May 18, 2016 at the Union Park Middle School. The purpose of this public meeting was to present the findings of the data collection, along with observed challenges to pedestrians/bicyclists, and to engage the public to obtain their feedback on strategies for viable pedestrian safety countermeasures. Prior to the presentation, a two-part public questionnaire was conducted. Part A of the questionnaire gathered feedback on how the meeting participants traveled within the corridor and on what improvements or changes would be needed to encourage more drivers, bicyclists and pedestrians to adhere to traffic laws and the “rules of the road”. It also asked meeting participants to prioritize the top five improvements that they felt would more effectively improve safety along/across the study roads. Part B of the questionnaire asked participants to indicate whether or not they agreed with the locations of the two recommended mid-block crossings, provide alternative crossing locations if they disagreed, and identify on the display map the locations where they had experienced or witnessed near misses or where there is poor lighting and visibility. The results of the questionnaire received are summarized below:

Part A (4 questionnaires received):

- 2 of 4 travel within the study corridors daily via car. One daily traveler bikes.
- 1 of 4 travels within the corridor weekly by bike.
- 0 of 4 uses transit
- Suggestions to encourage better behavior: more enforcement, red light cameras, narrower turns, thicker/more colorful bike lanes, more signage at intersections to yield to pedestrians/share the road, flashing pedestrian lights at crossings, education to UCF students and via social media
- Priorities ranged but generally followed the suggestions provided for each questionnaire

Part B (2 questionnaires received): Neither agreed with the mid-block crossing locations and suggested alternative crosswalks were at the intersections along Alafya Trail and McCulloch Road. Four near miss locations were indicated on the display maps. Generally, the comments and recommendations obtained via the questionnaire and heard during the meeting support the recommendations of the study.

Local Planning Agency (LPA) Work Session and Public Hearing

The Study findings and recommendations were presented to the Local Planning Agency as a Work Session item on March 17, 2016 and as a public hearing item at the LPA’s July 21, 2016 and August 18, 2016 public hearings. Questions from the LPA Commission during the Work Session were relative to possible responses and actions by law enforcement. County staff solicited feedback/input from local law enforcement (including UCF Campus Police Department, Orange County Sheriff’s Office and Florida Highway Patrol) through the Core Group meetings. County staff also conducted follow up telephone interviews with Florida Highway Patrol and



Orange County Sheriff's Office regarding jurisdictional responsibility, availability and assignment of deputies toward traffic enforcement, response times, and how traffic complaints and incidents are processed and tracked. Florida Highway Patrol (FHP) provides law enforcement on Alafaya Trail because it is a state facility. FHP assigns eight (8) troopers to Orange County. FHP indicated that UCF is not a high priority area for speed enforcement, and speed enforcement is provided when possible. The eight troopers predominantly respond to high crash areas: Interstate 4, toll facilities, Orange Blossom Trail, State Road 50 and State Road 436. FHP partners with the University Policy Department on UCF Safety Days to provide safety education focused on distracted driving. Orange County Sheriff's Office (OCSO) provides law enforcement on all of University Boulevard and only the south side of McCulloch Road (complaints or issues occurring on the north side of McCulloch Road are handled by Seminole County Sheriff's Office). OCSO's Motors Unit assigns six (6) deputies in the East Squad (covering Seminole County line to UCF Campus) to respond to traffic, speeding and school bus issues. The Patrols Unit provides up to 20 deputies to respond to emergencies, traffic complaints and other services and to track traffic data.

At its July 21st public hearing, the Planning Commission did not identify any concerns with the Study Draft Final Report and Recommendations, but due to a technical error, the Study was continued to the LPA's August 18th public hearing. At its August 18th public hearing, the Commission approved the Study Report findings and recommendations.

Board of County Commissioners (BCC) Work Session and Public Hearing

The Study findings and recommendations were presented to the Orange County Board of County Commissioners on May 10, 2016 as a Work Session item and on November 29, 2016 as a public hearing item. No concerns or questions were raised by the Board regarding the Final Draft Report. The Board approved the Study Report and Recommendations at its November 29th public hearing.

This final report documents the study activities, including all public involvement events and direction from the Orange County Local Planning Agency (Planning and Zoning Commission) and the Board of County Commissioners.

Appendix A provides the summaries of each of the Core Group Meetings and Stakeholder interviews as well as copies of the questionnaires.



Chapter 3 Data Collection and Existing Studies/Plans

This section describes the data collection for the UCF/Alafaya Trail Pedestrian Safety Study, which included extensive field data surveys and data collection, as well as the review of previous studies and plans for the study area.

Existing Studies/Plans

Three studies have been recently completed for the UCF area. Each study provides safety recommendations for the area, which were considered during this pedestrian safety study:

- Pedestrian and Bicycle Study for University Boulevard from SR 436 to SR 434 (Orange County - August 2013)
- SR 434 (Alafaya Trail) Access Management Study- From North of SR 50 to South Centaurus Dr/Westinghouse Dr (FDOT - July 2010)
- SR 434/Alafaya Trail Corridor Study (FDOT - February 2014)

A related study was also completed in 2012 for McCulloch Road. The McCulloch Road Multimodal Operational Analysis (LTEC) was completed as part of the Orange County Continuing Professional Transportation Planning Engineering Services Contract. This analysis addressed existing roadway characteristics and multimodal traffic conditions for McCulloch Road from Orion Boulevard/Lockwood Boulevard and North Tanner Road/Old Lockwood Road (just east of the UCF/Alafaya Trail Pedestrian Safety Study limits).

Here are the highlights of each study.

Pedestrian and Bicycle Study for University Boulevard from SR 436 to SR 434 – August 2013 (Orange County)

GMB Engineers & Planners completed this study for Orange County, focusing on University Boulevard from SR 436 (S. Semoran Boulevard) to SR 434 (N. Alafaya Trail). This study focused on an evaluation of the corridor and to determine what measures could be taken to improve pedestrian and bicyclist safety within it. The following recommendations were developed, based on the results of pedestrian and vehicular volumes, crash analysis, and observations in the field.

- Construct bicycle facilities along both sides of University Boulevard from SR 436 to SR 434. Two bicycle facility options were proposed: installing bicycle lanes along both sides of University Boulevard (estimated cost of \$5 million) or install wide curb lanes (estimated cost of \$4 million).
- Construct a shared use path along the south side of University Boulevard from SR 436 to Lake Mirage Boulevard and from Quadrangle Boulevard/Collegiate Way to SR 434 (estimated cost of \$1 million).
- Install detectable warnings on curb ramps (estimated cost of \$360 each).



- Install concrete pads at bus stops to make them accessible and to provide connectivity between the sidewalk and the road edge (no cost estimate provided).
- Trim shrubs to enhance visibility of certain advance guide signs (no cost estimate provided).
- Replace pedestrian crossing signs with FTP-68B-06 crossing signs to match existing countdown pedestrian signal heads (estimated cost of \$335 each).

Additional recommendations were included for locations outside the study area for the UCF Pedestrian Safety Study.

- Install a mid-block crosswalk and Hybrid Beacon in front of Full Sail University (estimated cost of \$85,000).
- Perform a traffic study to reduce westbound left turn queues at the Driggs Drive/University Park Drive intersection (estimated cost of \$ 10,000).

Access Management Study for SR 434 (Alafaya Trail) from North of SR 50 (East Colonial Drive) to South of Centaurus Drive/Westinghouse Drive – July 2011 (Florida Department of Transportation)

Faller Davis & Associates, Inc. completed this study for the Florida Department of Transportation (FDOT), focusing on SR 434 (Alafaya Trail) from north of SR 50 (East Colonial Drive) to south of Centaurus Drive/Westinghouse Drive. Recommendations for access management along this corridor were based on results of analysis, field observations, and engineering judgment.

- The access management classification for SR 434 should remain Access Class 5.
- Median opening modifications should be made to comply with Class 5 spacing standards and to improve safety along the corridor.
- Full median openings are recommended to remain only at signalized intersection and directional median openings will be installed at regular intervals per spacing standards.
- The existing SR 434 typical section will be maintained; proposed left turn lanes at median openings and signalized intersections should be extended as feasible to accommodate additional U-turning vehicles and peak hour traffic demand.
- Proposed left turn lanes and directional median openings should be milled and resurfaced within the limits shown on the conceptual improvement diagram (provided in the study).
- Signing and pavement marking and traffic signal improvements should be installed as part of the proposed median modifications.
- The traffic signal timings along the corridor should be reviewed and optimized after construction to accommodate the modified traffic patterns.
- Signalized crosswalks should be installed across the south approach of Challenger Parkway and the north approach of Research Parkway.
- For the intersection of SR 434 and Challenger Parkway, restrict the westbound “right turn on red” movement when the east approach pedestrian phase is operating. If this does not alleviate the southbound bicycle versus westbound right turn collision trend,



consideration should be given to implementing a westbound “right turn on red” restriction.

- The following improvements were recommended for the intersection of SR 434 and Science Drive/Lokanotosa Trail
 - Short Term: Install updated special emphasis crosswalk pavement markings and R10-15 “Turning Traffic Must Yield to Pedestrians” signs on the signal structure facing eastbound and westbound motorist.
 - Intermediate Term: Changing the eastbound lane assignment to an exclusive left turn lane and a shared through/right lane, and installing an eastbound protected-permissive left turn phase. This improvement will be implemented as part of this study.
 - Long Term: Changing the eastbound lane assignment to an exclusive left turn lane and a shared through/right lane, construct a westbound left turn lane, and install eastbound/westbound protected-permissive left turn phases. If these improvements do not alleviate the side street left turn versus pedestrian collision trend, consideration should be given to installing eastbound and westbound protected-only left turn phasing.

SR 434/Alafaya Trail Corridor Study; Corridor Assessment Report – February 2014 (Florida Department of Transportation)

Ghyabi & Associates, Inc. completed this study for FDOT, in collaboration with Orange County, MetroPlan Orlando, UCF, LYNX, business owners, students, and residents. This study focused on SR 434 (Alafaya Trail) from SR 50 (Colonial Drive) to McCulloch Road/Seminole County line. The study’s purpose was to evaluate the corridor and to develop a set of recommendations for improving mobility within this corridor, thus, transforming this area using Complete Streets and Context Sensitive Design principles. The recommended alternative was based on alternatives evaluated and input received from the Project Visioning Team and other area stakeholders and citizens.

- Alternative D is recommended for Section 1 (from SR 50 to Science Drive). This alternative cross section includes: a 28-foot median; three 11-foot travel lanes in each direction; one 11-foot bus travel lane; two 4-foot bike lanes; an 8-foot sidewalk on one side with a 12-foot shared use path on the other side (buffered by a 3-foot planter strip). This alternative fits within the existing right-of-way of 122 feet.
- Alternative B is recommended for Section 2 (from Science Drive to McCulloch Road). This alternative cross section includes: a 28-foot median; three 11-foot travel lanes in each direction; one 11-foot bus travel lane; two 4-foot bike lanes; an 8-foot sidewalk on one side with a 12-foot shared use path on the other side (buffered by a landscaped natural buffer that varies in width). This alternative fits within the existing right-of-way of 122 feet.

Recommendations from the three (3) studies relating to proposed cross-sections were the most relevant to the UCF/Alafaya Trail Pedestrian Safety Study. Elements of the cross-sections for Alafaya Trail and University Boulevard (listed above with the summaries for the respective studies) that related to pedestrian and bicycle traffic were assessed as part of the development



of the concepts for the UCF/Alafaya Trail Pedestrian Safety Study limits. As presented in Section 6 (Identification of Recommended Improvement Concept Plan), the recommended concepts for the UCF/Alafaya Trail Pedestrian Safety Study are consistent with elements from the three previous studies.

Additional Strategies

Additional strategies for this area were recommended as follow.

Parallel Facilities and Network Connectivity

- **Parallel Roadways:** Diverting traffic to parallel facilities has the potential to alleviate traffic conditions on SR 434 travel corridor; improvements to Rouse Road and McCulloch Road are recommended for further investigation.
- **Driveway Connectivity:** Land development standards or guidelines that encourage or require shared-use driveway connections and interconnections between adjoining parking areas should be considered.
- **Sidewalk Connectivity:** Complete sidewalk gaps and create better pedestrian linkages between adjacent land uses and the sidewalk system.
- **Bicycle Facilities/Network Connectivity:** Expand the network by including the widened pedestrian/bicycle path in the recommended typical section, include a sidewalk/path south of SR 50 and include a bicycle trail through the UCF campus.

Transit

- **Service Frequency:** Recommend increased service with headways of 10 to 15 minutes during peak periods and 20 to 30 minutes for off-peak periods.
- **Transit Stations:** Transit stations installed for BRT or Premium Bus (being evaluated for this corridor as part of a LYNX study) should also serve as transit stops for local bus service.
- **Branding:** Use branding as a means to attract choice riders as well as to identify BRT/Premium Bus service as separate from local bus service.
- **Intelligent Transportation Systems (ITS):** Make use of technology to communicate between transit vehicles and infrastructure to improve transit efficiency, operation, and safety.
- **Transit Signal Priority (TSP):** Use this strategy as another opportunity to increase transit attractiveness as a mobility option due to more efficient transit service.
- **Queue Jump Lanes:** Use this strategy as another opportunity to increase transit attractiveness as a mobility option due to more efficient transit service.

Streetside Design

- Include well-defined zones so that the pedestrian zone is clearly delineated and clear of obstacles such as utilities, signage, and landscaping.
- The furnishings zone (street furniture, street lighting, transit stops with shelters, bicycle racks, and landscaping) should be located so they are not obstacles for pedestrians.



- In locations where there is little or no adjacent commercial activity, expand the sidewalk to the curb line to provide additional space for pedestrian movement and the furnishings zone.

Land Uses

Existing Land Uses

Much of the study area is developed, with a mix of residential uses (single family neighborhoods along with student housing apartments) and commercial uses (hotels, commercial, and office). **Figures 3-1, 3-2, and 3-3** illustrate the existing land uses. Two large office complexes have their main entry off of Alafaya Trail, Central Florida Research Park and The Quadrangle.

Future Land Uses

According to the adopted Orange County Future Land Use Map (FLUM) for 2010 - 2030, the future land uses are expected to mirror the existing land uses within the study area. These future land use designations are provided in **Figure 3-4**. The dominant land uses are Institutional (UCF campus) and Industrial (Central Florida Research Park). Commercial areas are at key intersections with Alafaya Trail and the office designation is The Quadrangle. Medium density residential is scattered throughout the area, reflecting the student housing communities. The Planned Development designations reflect the mixed use projects, such as Plaza on University.

Anticipated Future Developments

Much of future development will occur on the UCF campus. In 2015, the University updated the UCF Master Plan, covering years 2015 – 2025. The Plan's Urban Design Plan, in **Figure 3-5**, shows the anticipated future projects. There are several specific projects listed in the Plan (numbers are tied to the specific projects). Some of these projects relate to pedestrian and bicycle safety, but are limited in scope. A hotel/conference center complex is going through the development approval process, which will be located at the northeast quadrant of University Boulevard and Alafaya Trail.



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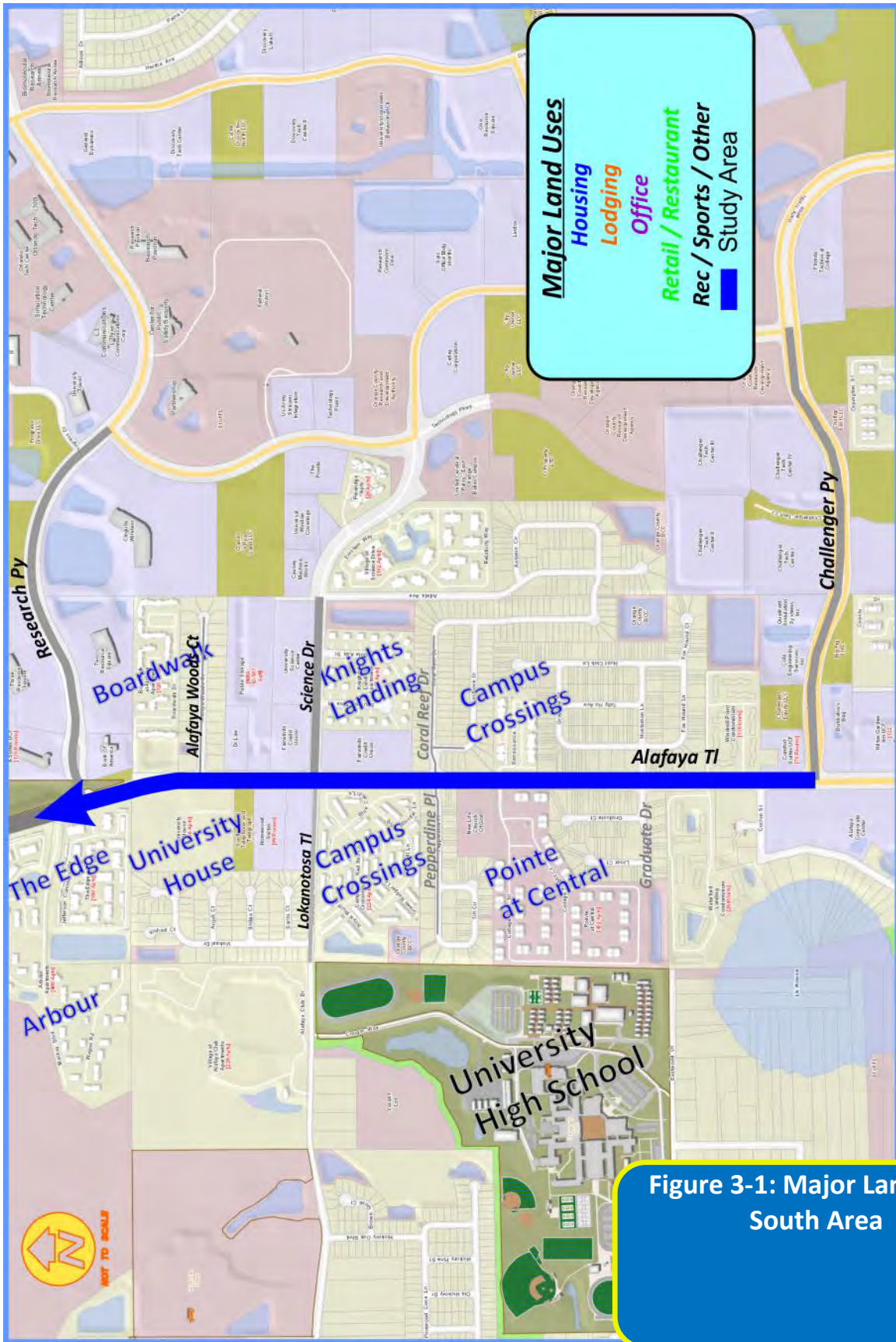
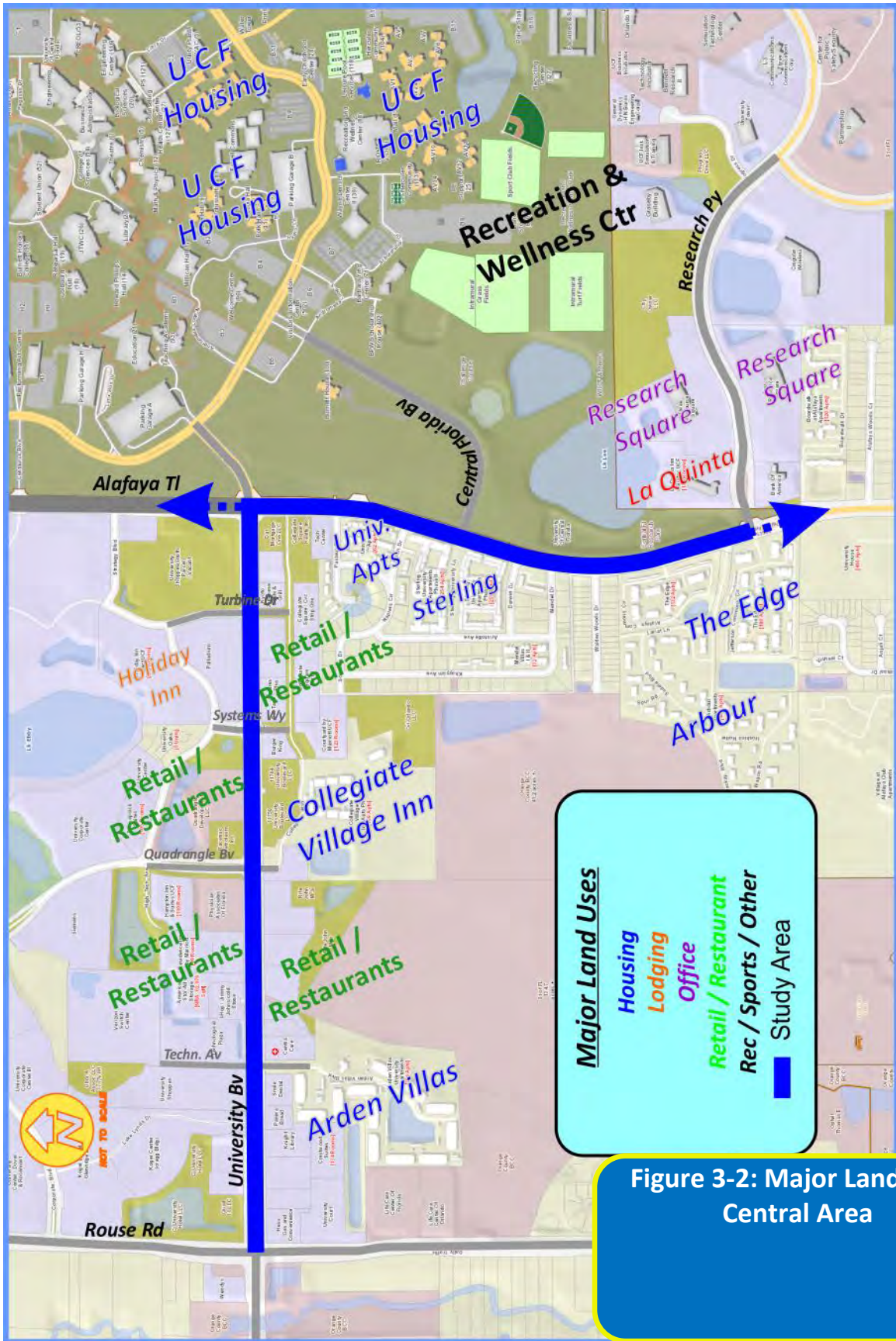


Figure 3-1: Major Land Uses South Area



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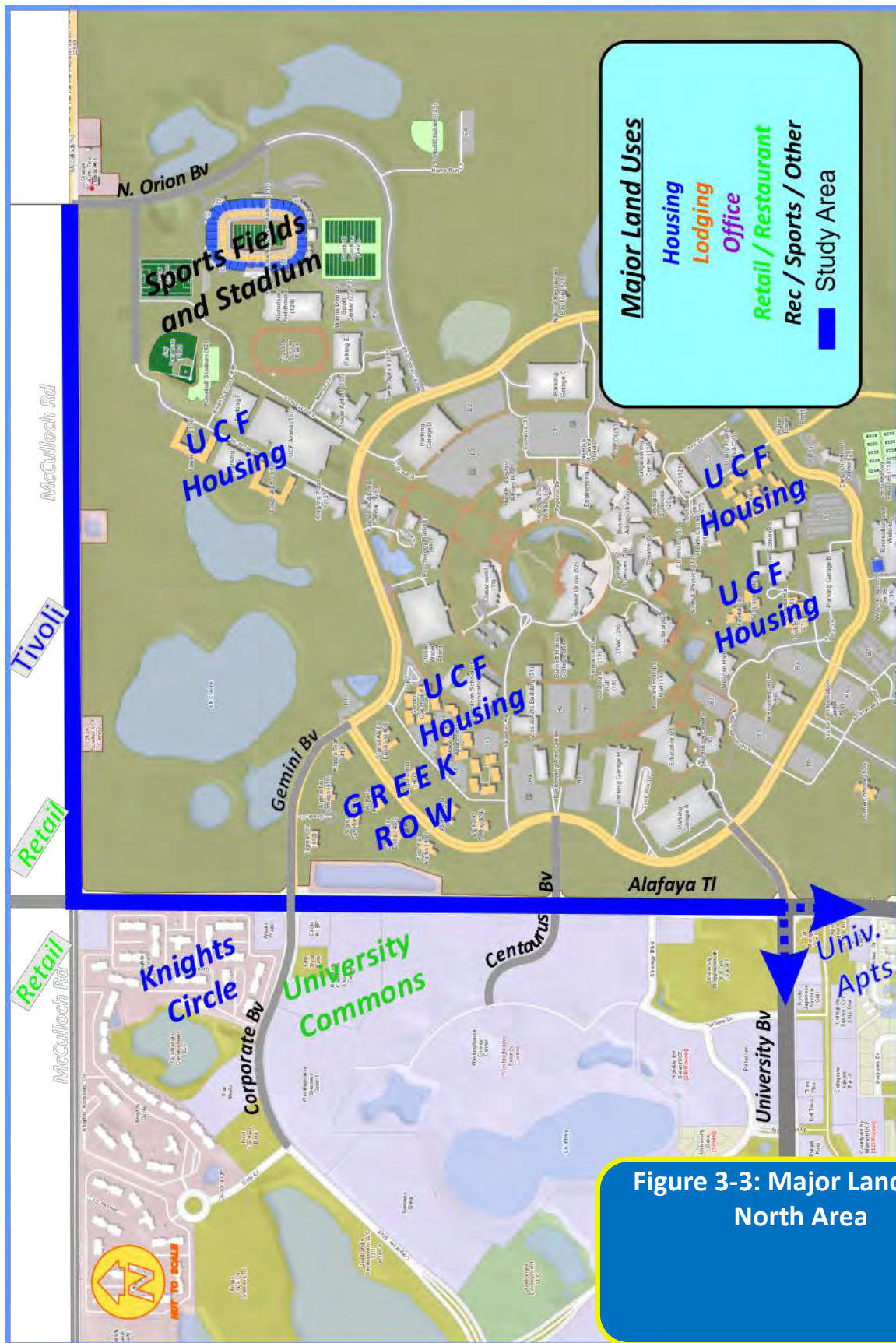
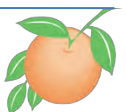


Figure 3-3: Major Land Uses North Area



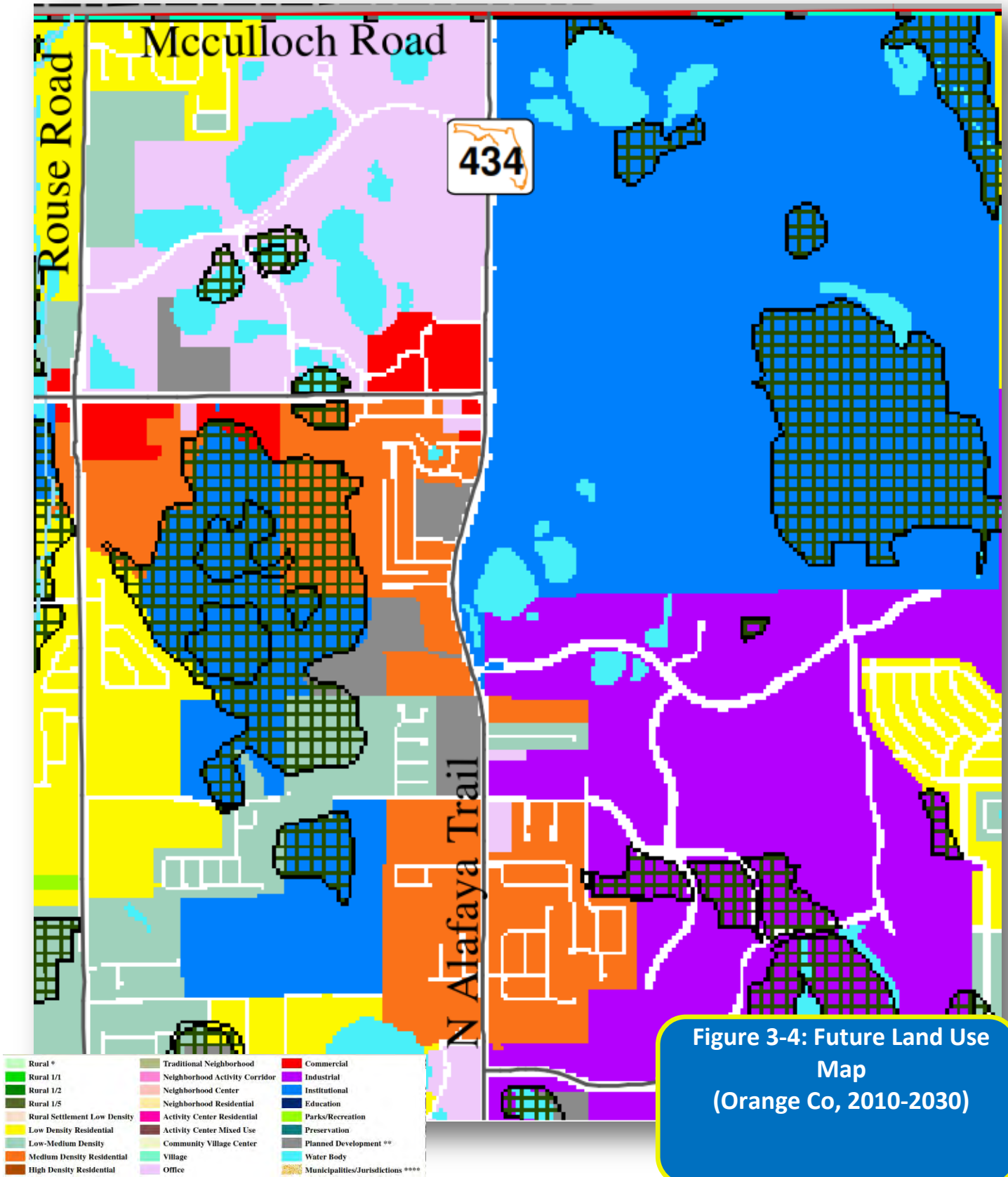


Figure 3-4: Future Land Use Map (Orange Co, 2010-2030)

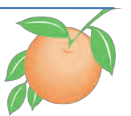




Figure 3-1

Urban Design and Capital Improvements

Comprehensive Master Plan Update
University of Central Florida
Orlando, Florida
2015-2025

All maps are diagrammatic and conceptual. The various areas shown are approximate and not to survey accuracy. The intent of these maps is to illustrate general areas of existing or potential use.

0 100 Feet

Figure 3-5: UCF Urban Design Plan Map (UCF Master Plan, 2015-2025)



Other UCF projects include:

- Gateways Master Plan – This planning process is underway, which will unify the look for the campus' six entrances. The University Boulevard/Alafaya Trail entry is considered the main campus entry. A pedestrian bridge at this intersection will not be considered due to its cost as well as the difficulty in directing pedestrians to cross Alafaya Trail at this single point.
- Performing Arts Center – This facility will be located on the east side of Alafaya Trail, north of the hotel/conference center project and behind Greek Row. The design for this facility is complete, and construction will begin once funding is available.
- Landscaping Master Plan – A landscaping master plan is underway for the entire campus, which will include furnishings, lighting, and plant palettes.
- Transportation Projects
 - Libra Drive is being 4-laned on UCF campus and will remain 2 lanes within Central Florida Research Park (a private road).
 - Dual right turn lanes will be added on N. Orion Boulevard, just south of McCulloch Road and in front of the fire station. Further evaluation and coordination with the County would be needed in order to determine feasibility as there is currently only one receiving lane.
 - UCF is incorporating a bike system throughout the campus which would include connections to surrounding roadways at the key entrances.

There are only a few large parcels remaining in Central Florida Research Park for future development. Beyond these parcels, future development will be vertical (rather than horizontal as in the past).

Transit Service

Existing Service

There are several transit service routes that connect UCF to the Central Florida Region, as shown in **Figure 3-6**; however, there are only two transit services provided in the UCF area that are intended to serve the campus population: the UCF Black and Gold shuttle service and the KnightLYNX.

- UCF Black and Gold Shuttle Service: This service is funded by Student Transportation Fees and is provided by UCF to only students and faculty. There are on-campus routes as well as several off-campus routes. Most of the routes end around 7pm. Headways are approximately 15 minutes.
- KnightLYNX is provided by LYNX through an agreement between LYNX and the UCF Student Government Association. Routes are open to the general public, but students with student identification can ride at no cost. It is comprised of LYNX Routes 210, 211 and 212. Per the Agreement, this service only operates on Friday and Saturday nights when school is in session. Details on each route are as follows:
 - Route 210: Runs from 6pm to 1am with headways of 40 minutes and connects UCF to the Waterford Area (headways increase to 15 minutes after 9pm)



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- Route 211: Runs from 8pm to 3 am with headways of 20 minutes and runs along University Boulevard to Rouse Road (headways increase to 15 minutes after 11pm)
- Route 212: Runs 9pm to 4 am and connects UCF to Downtown Orlando via 4 out-bound trips and 3 in-bound trips at set times published in the Agreement

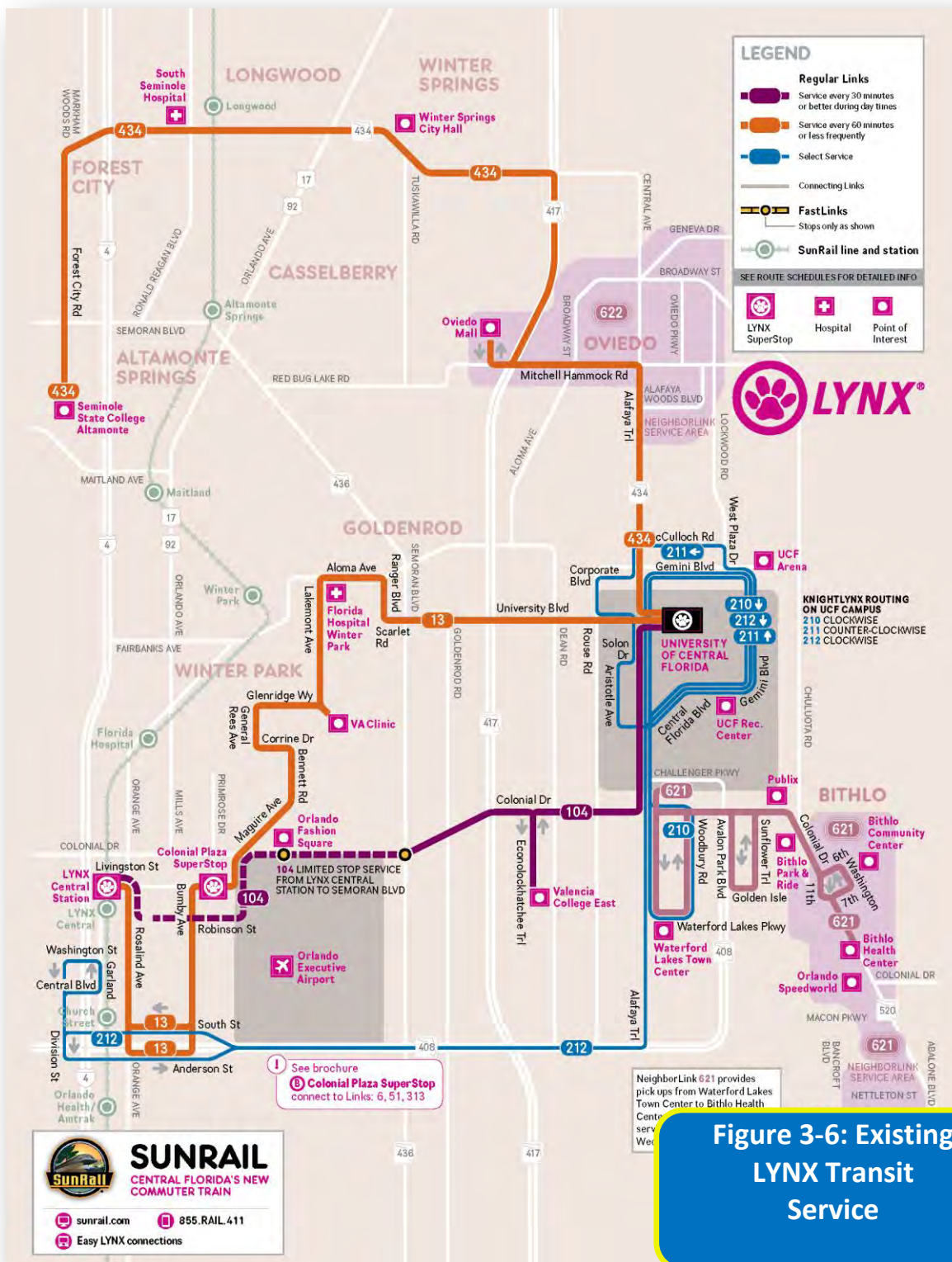


Figure 3-6: Existing LYNX Transit Service



Future Service

LYNX has sponsored an alternatives analysis (AA) study that examined premium transit options (including BRT) for SR 50, from the Orange/Lake County line to the UCF campus. The terminus would be at the Superstop on the UCF campus. The recommended alternative is provided in **Figure 3-7**. The recommended Phase 1 project is from Powers Drive to Goldenrod Road. Express bus service between Downtown Orlando and the UCF campus also is part of the overall recommendation. At this time, only the AA has been completed.



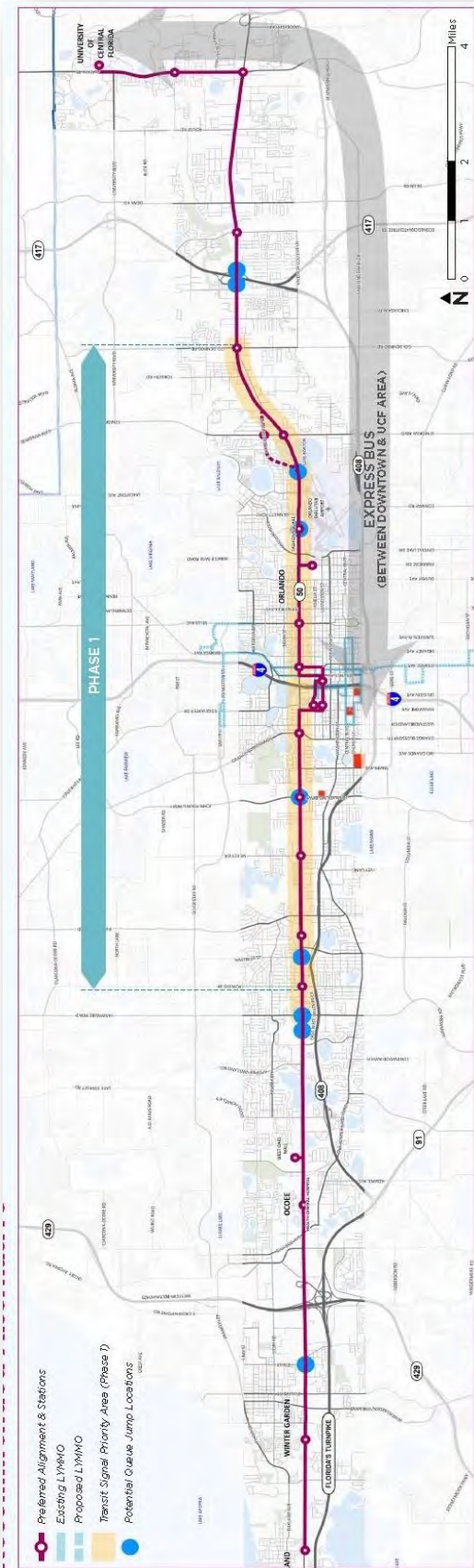


Figure 3-7: SR 50 / UCF Connector Alternatives Analysis Recommendation



Pedestrian and Bicycle Volumes Counts and Observations

A key component of the UCF/Alafaya Trail Pedestrian Safety Study involved extensive observations of pedestrian and bicycle volumes along Alafaya Trail, University Boulevard, and McCulloch Road within the study limits. These counts were supplemented with field observations, collection of video, and vehicular speed data along main road segments.

As part of this component of the study, existing characteristics of the roadway within the limits of UCF/Alafaya Trail Pedestrian Safety Study were assembled. These characteristics included the general existing elements of the roadway cross-sections and traffic controls.

Alafaya Trail (SR 434) is classified as a Principal Arterial by FDOT. Within the study limits, Alafaya Trail is a six-lane road with sidewalks and bike lanes. Alafaya Trail currently has a posted speed limit of 45 mph. There are currently nine (9) signalized intersections within the Alafaya Trail study limits. Additional characteristics are provided below:

- Urban cross-section with six 11-foot lanes
- 28-foot raised median
- 4-foot bike lanes
- 2-foot wide Type F curb and gutter with closed drainage system
- 5-foot sidewalks (both sides)
- Street lighting on both sides
- FDOT Access Class 5
- Pedestrian signals and painted crosswalks for all approaches of the nine signalized intersections

Figure 3-8 provides the locations of the signalized intersections and existing traffic volumes.

University Boulevard is classified as a Minor Arterial by FDOT. Within the study limits, University Boulevard is a six-lane road with sidewalks (no bike lanes). University Boulevard currently has a posted speed limit of 45 mph. There are currently two (2) signalized intersections within the University Boulevard study limits, west of Alafaya Trail. Additional characteristics are provided below:

- Urban cross-section with six 11-foot lanes
- Varied-width raised median
- 2-foot wide Type F curb and gutter with closed drainage system
- 5-foot sidewalks (south side) and 7-foot sidewalks (north side)
- Street lighting on both sides
- Pedestrian signals and painted crosswalks for all approaches of the three signalized intersections



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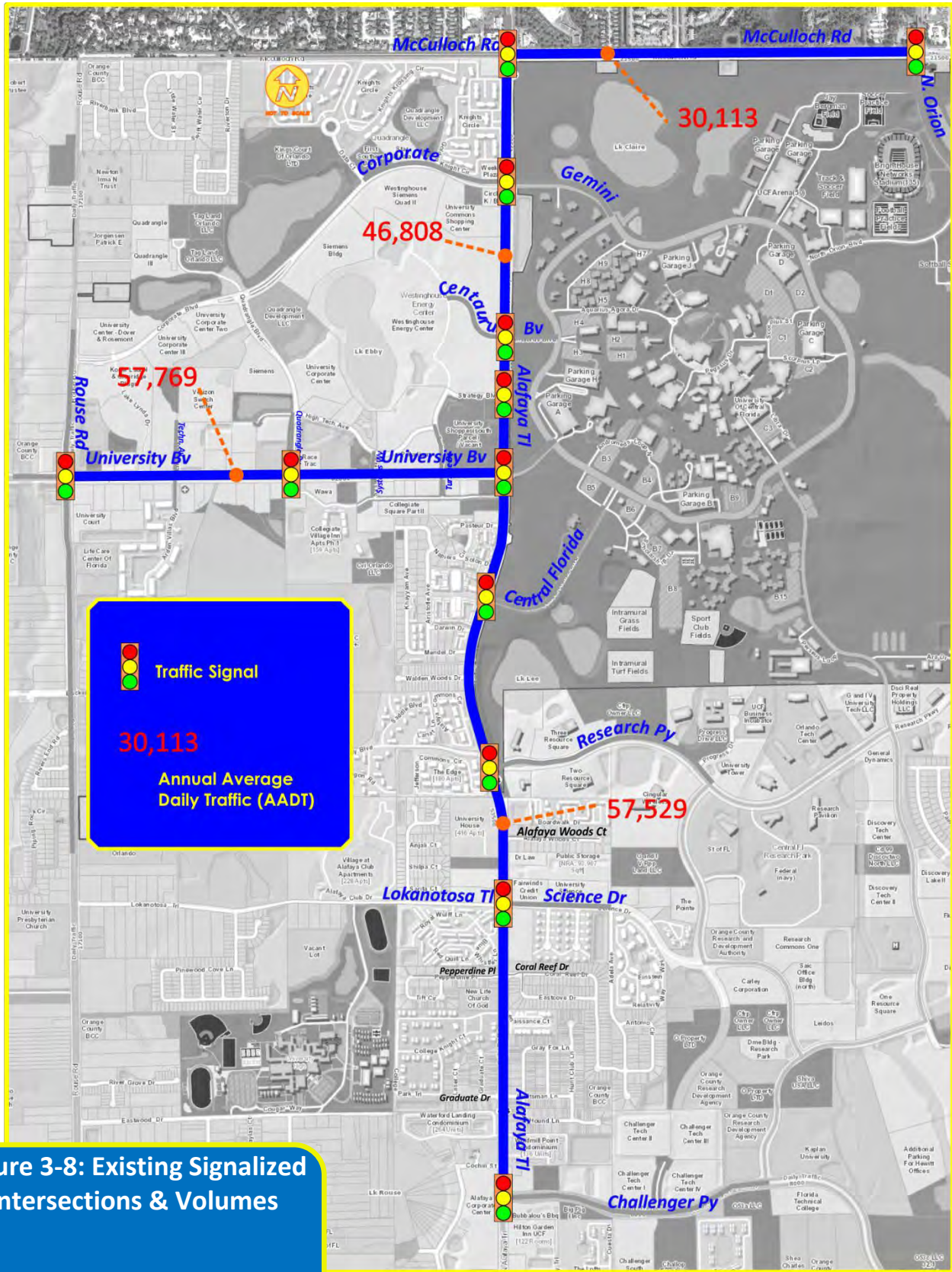


Figure 3-8: Existing Signalized Intersections & Volumes



McCulloch Road is classified as an Urban Collector by FDOT. Within the study limits, McCulloch Road is a four-lane roadway with a 5-foot sidewalk. McCulloch Road currently has a posted speed limit of 45 mph. The only other signalized intersection within the McCulloch Road study limits east of Alafaya Trail is at Orion Boulevard/Lockwood Boulevard. Additional characteristics are provided below:

- Urban cross-section with four 12-foot lanes
- 24-foot raised median
- 2-foot wide Type F curb and gutter with closed drainage system
- 5-foot sidewalk- north side only
- No street lighting
- Pedestrian signals and painted crosswalks for all approaches of the signalized intersections

Data collected as part of the three (3) previous studies (described earlier in this section) were also inventoried. Both the Pedestrian and Bicycle Study for University Boulevard from SR 436 to SR 434 (Orange County - August 2013) and the SR 434 (Alafaya Trail) Access Management Study - from north of SR 50 to South Centaurus Drive/Westinghouse Drive (FDOT, July 2010) included extensive vehicle and pedestrian counts at all of the signalized intersections within their respective study limits. The SR 434/Alafaya Trail Corridor Study did not involve any traffic data collection. Based on coordination with County staff, the intersection traffic count (vehicles) data from the studies were applied in the UCF/Alafaya Trail Pedestrian Safety Study. Therefore, the data collected for the UCF/Alafaya Trail Pedestrian Safety Study involved, primarily, counts of pedestrian and bicycle volumes.

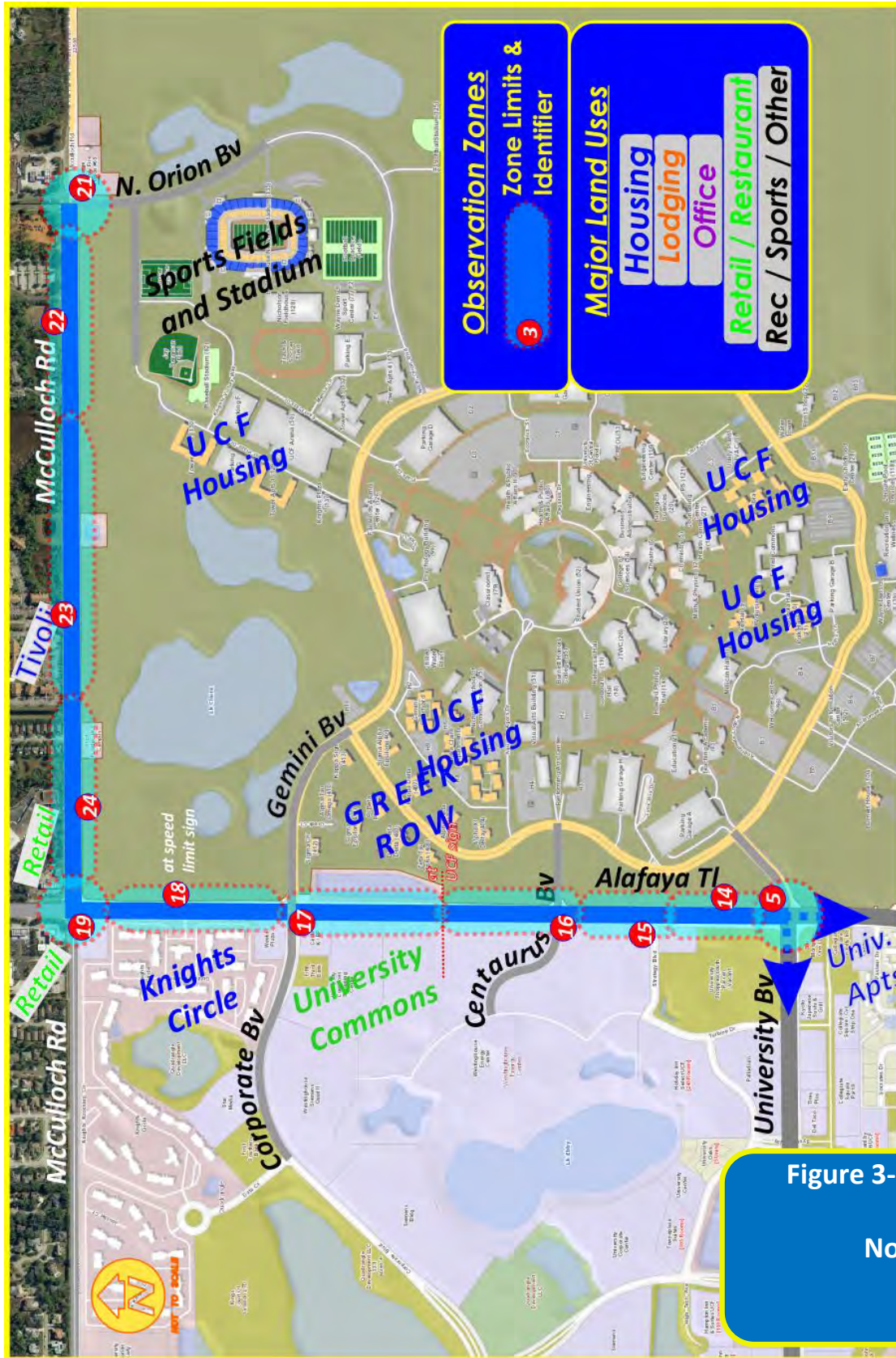
The limits of the pedestrian and bicycle volume counts included the full limits of the study:

- Alafaya Trail - between and including the intersections of Challenger Parkway and McCulloch Road
- University Boulevard - between and including the intersections of Rouse Road and Alafaya Trail
- McCulloch Road - between and including Alafaya Trail and Orion Boulevard

Pedestrian and Bicycle Volumes Counts and Observations

In advance of the data collection, the approach to the field work was determined in terms of data collection procedures, days and time durations of the counts. Based on initial field review, 24 Observation Zones were delineated along the limits of the roadways. These Observation Zones are depicted in **Figures 3-9 through 3-11**. Field data collection technicians were assigned to each Observation Zone in order to assemble comprehensive observations of all pedestrian and bicycle activities. The Observation Zones encompassed 12 signalized intersections, 53 minor cross-streets and driveways, and 26 mid-block areas.





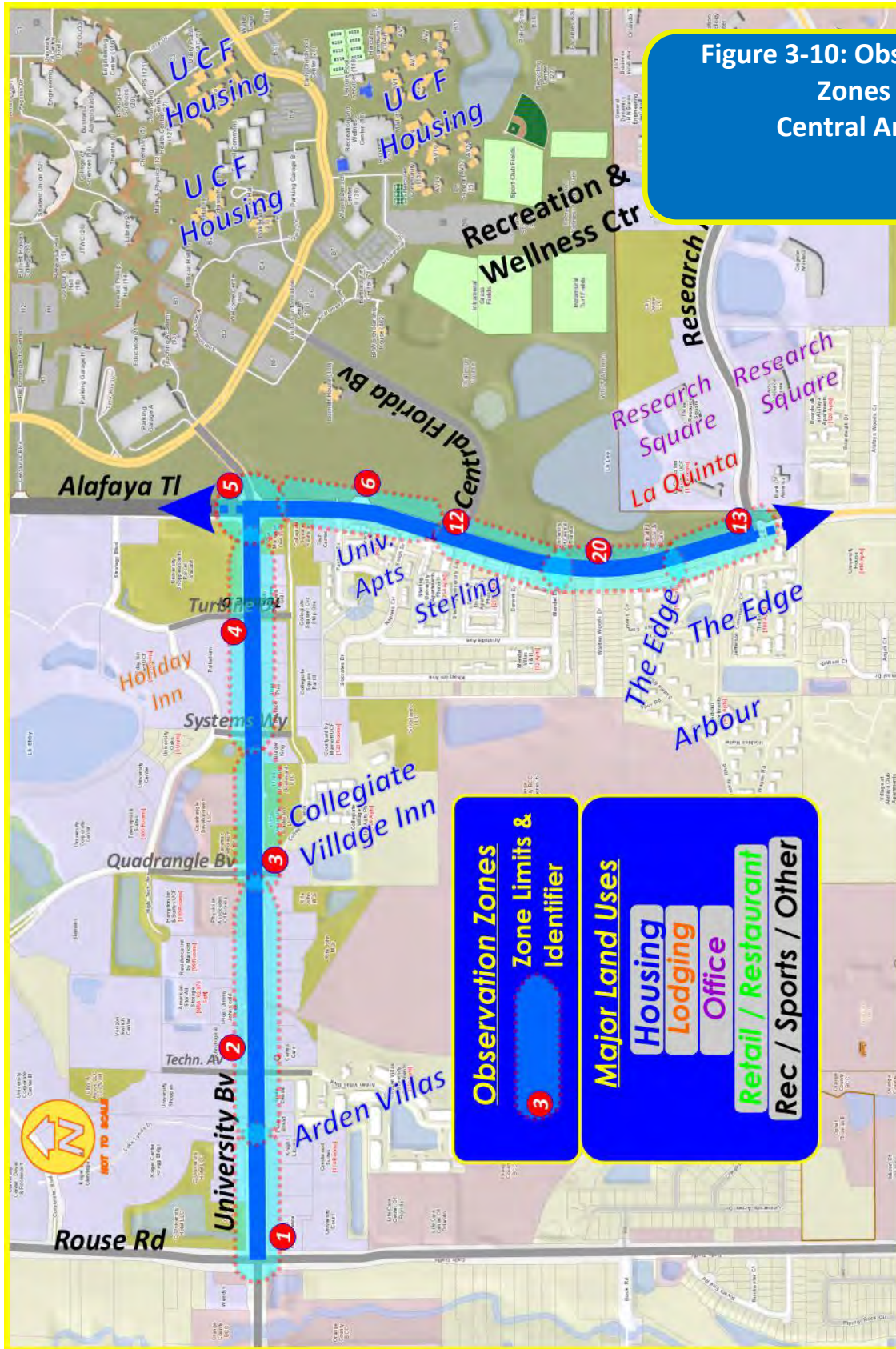


Figure 3-10: Observation Zones Central Area

Observation Zones
Zone Limits & Identifier

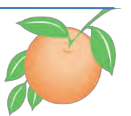
Major Land Uses

- Housing
- Lodging
- Office
- Retail / Restaurant
- Rec / Sports / Other





Figure 3-11: Observation Zones South Area



In order to determine the days and time durations of the counts of pedestrian and bicycle volumes, input was received from the Core Group participants as part of the first Core Group Meeting. That input, which was provided primarily by representatives of the UCF Police and the Orange County Sheriff's Office, was incorporated to identify the count periods during days of October 2014. Homecoming weekend was chosen to conduct the counts:

- 8:00 pm Friday, October 24, until 2:00 am Saturday October 25, 2014
- 2:00 pm Saturday October 25, until Sunday October 26 at 2:00 am (excluding the UCF football game from 5:00 pm to 8:00 pm)

Counts were also conducted on Monday, October 27, during the morning peak period (7:00 am to 10:00 am), mid- day (11:00 am to 1:00 pm), and afternoon peak period (3:00 to 6:00 pm). Field technicians collected volumes of pedestrians and bicycles travelling along sidewalks and crossing both the major streets and cross streets. In addition, the technicians identified volumes of pedestrians or bicyclists who did not follow pedestrian signal controls or who failed to stay within the crosswalks. This provided an estimate of the portion of the observed pedestrians and bicyclists who did not adhere to the existing traffic controls.

This resulted in collection of pedestrian and bicycle volumes over both sides of the 4.6 miles of roadways for time periods totaling twenty-one (21) hours. The data was reviewed and reduced so that summaries could be prepared. The summary is shown in **Table 3-1**. The "cross street" pedestrians and bikes were observed to cross either the major street or minor public roadway. The "cross driveway" pedestrians and bikes were observed to travel along sidewalks and bike paths, crossing driveways. The summary denotes the volumes (pedestrians and bicycles) by Observation Zone and time period. The summary also indicates percent of pedestrian and bicycle crossings that are in violation (not crossing at a designated crossing or in conflict with a traffic control device). All pedestrian and bicycle data collected was provided to the County separately, in advance of the report.

The pedestrian and bicycle data summarized were assessed in order to identify the areas with the highest volumes of pedestrians and bicycles data. These were assessed based on Friday and Saturday evenings (after 8:00 pm), pre-game and post-game periods (before 8:00 pm), and weekday peak periods. **Figures 3-12, 3-13 and 3-14** indicate the areas within the UCF/Alafaya Trail Pedestrian Safety Study roadway limits where the volumes were the highest. The ranges of the pedestrian volumes from lowest to highest shown in these figures were determined based on the limits of total pedestrian and bicycle volumes observed during each respective period (Friday/Saturday night, pre-game/post-game, and Monday peak periods). Based on the assessments of the ranges of the observation pedestrian and bicycle volumes, the Low to Highest segment limits were selected based on the observed full ranges for each of the three defined periods. During the pre-game and post-game periods, there is a strong Florida Highway Patrol (FHP) presence combined with temporary lighting equipment at the major signalized intersections that serve pedestrian, bicycle and vehicular traffic. Under the direction of FHP, vehicular traffic flow is controlled and coordinated with pedestrian and bicycle volumes in a safe manner.



Table 3-1: Summary of Observed Pedestrians and Bicycles

All Locations	Friday	Saturday	Saturday	Monday	All Three Days
		Pre-Game	Post-Game		
# Cross Street Peds	7	62	29	193	291
# Cross Driveway Peds	1,803	4,292	4,335	1,664	12,094
# Cross Street Bikes	2,194	1,568	3,865	2,340	9,967
# Cross Driveway Bikes	446	375	274	1,145	2,240
% Violation Cross Street Bikes & Peds	27.7%	72.1%	26.3%	37.3%	36.6%
% Violation Cross Driveway Bikes & Peds	0.2%	0.9%	0.9%	2.4%	1.1%

October 24, 25 & 27th

Alafaya Trail: South of University	Friday	Saturday	Saturday	Monday	All Three Days
Stations: Ala S		Pre-Game	Post-Game		
# Cross Street Peds	5	6	4	122	137
# Cross Driveway Peds	574	214	538	747	2,073
# Cross Street Bikes	1,472	355	1,828	1,180	4,835
# Cross Driveway Bikes	221	106	72	573	972
% Violation Cross Street Bikes & Peds	42.0%	62.9%	6.2%	94.2%	44.0%
% Violation Cross Driveway Bikes & Peds	21.3%	20.9%	9.8%	29.9%	22.7%

October 24, 25 & 27th

Alafaya TI: North of University Bv	Friday	Saturday	Saturday	Monday	All Three Days
Stations: Ala N		Pre-Game	Post-Game		
# Cross Street Peds	1	6	7	62	76
# Cross Driveway Peds	294	817	365	402	1,878
# Cross Street Bikes	153	419	558	649	1,779
# Cross Driveway Bikes	114	112	83	276	585
% Violation Cross Street Bikes & Peds	9.1%	22.4%	15.9%	52.9%	31.0%
% Violation Cross Driveway Bikes & Peds	24.3%	15.8%	18.3%	36.0%	23.2%

October 24, 25 & 27th

University Bv: West of Alafaya TI	Friday	Saturday	Saturday	Monday	All Three Days
Stations: Univ		Pre-Game	Post-Game		
# Cross Street Peds	1	2	9	9	21
# Cross Driveway Peds	935	230	1,547	515	3,227
# Cross Street Bikes	569	33	1,045	511	2,158
# Cross Driveway Bikes	111	62	64	296	533
% Violation Cross Street Bikes & Peds	11.9%	42.9%	8.3%	91.5%	29.6%
% Violation Cross Driveway Bikes & Peds	32.6%	20.5%	34.5%	37.7%	33.6%

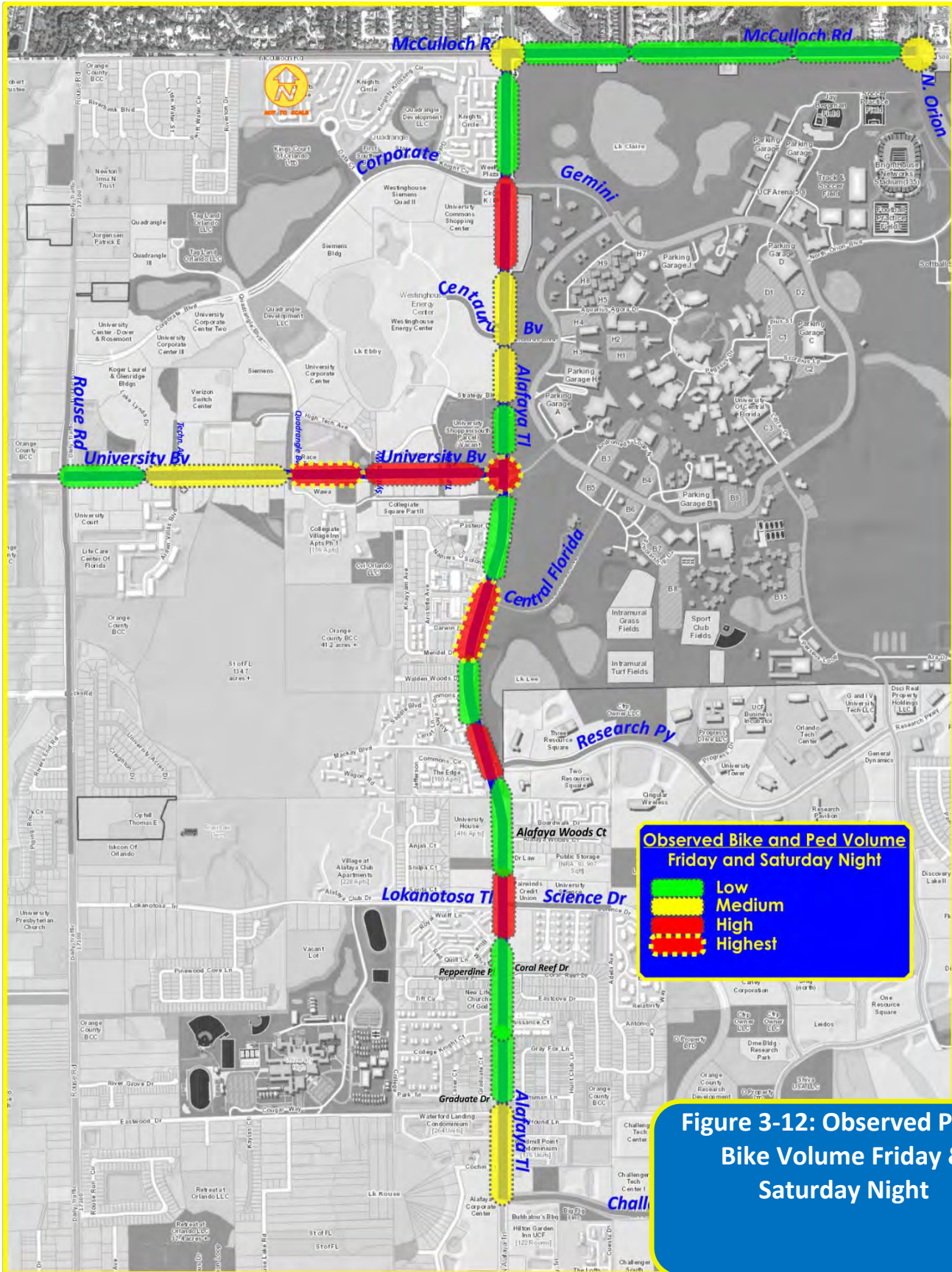
October 24, 25 & 27th

McCulloch Rd: Alafaya TI to Orion Bv	Friday	Saturday	Saturday	Monday	All Three Days
Stations: McC		Pre-Game	Post-Game		
# Cross Street Peds		48	9		57
# Cross Driveway Peds		3,031	1,885		4,916
# Cross Street Bikes		761	434		1,195
# Cross Driveway Bikes		95	55		150
% Violation Cross Street Bikes & Peds		9.4%	7.0%		8.5%
% Violation Cross Driveway Bikes & Peds		28.9%	16.8%		24.2%

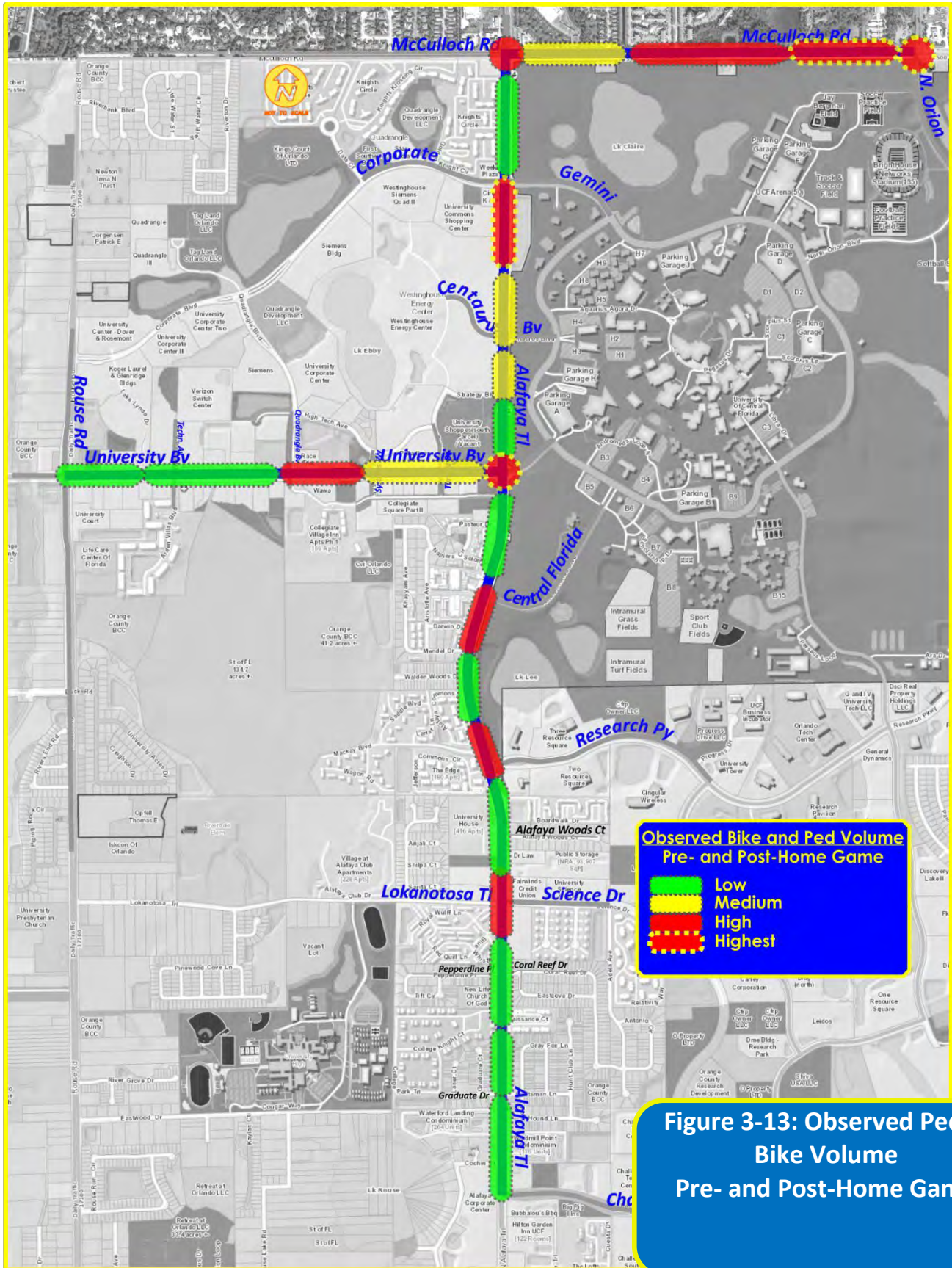
October 24, 25 & 27th



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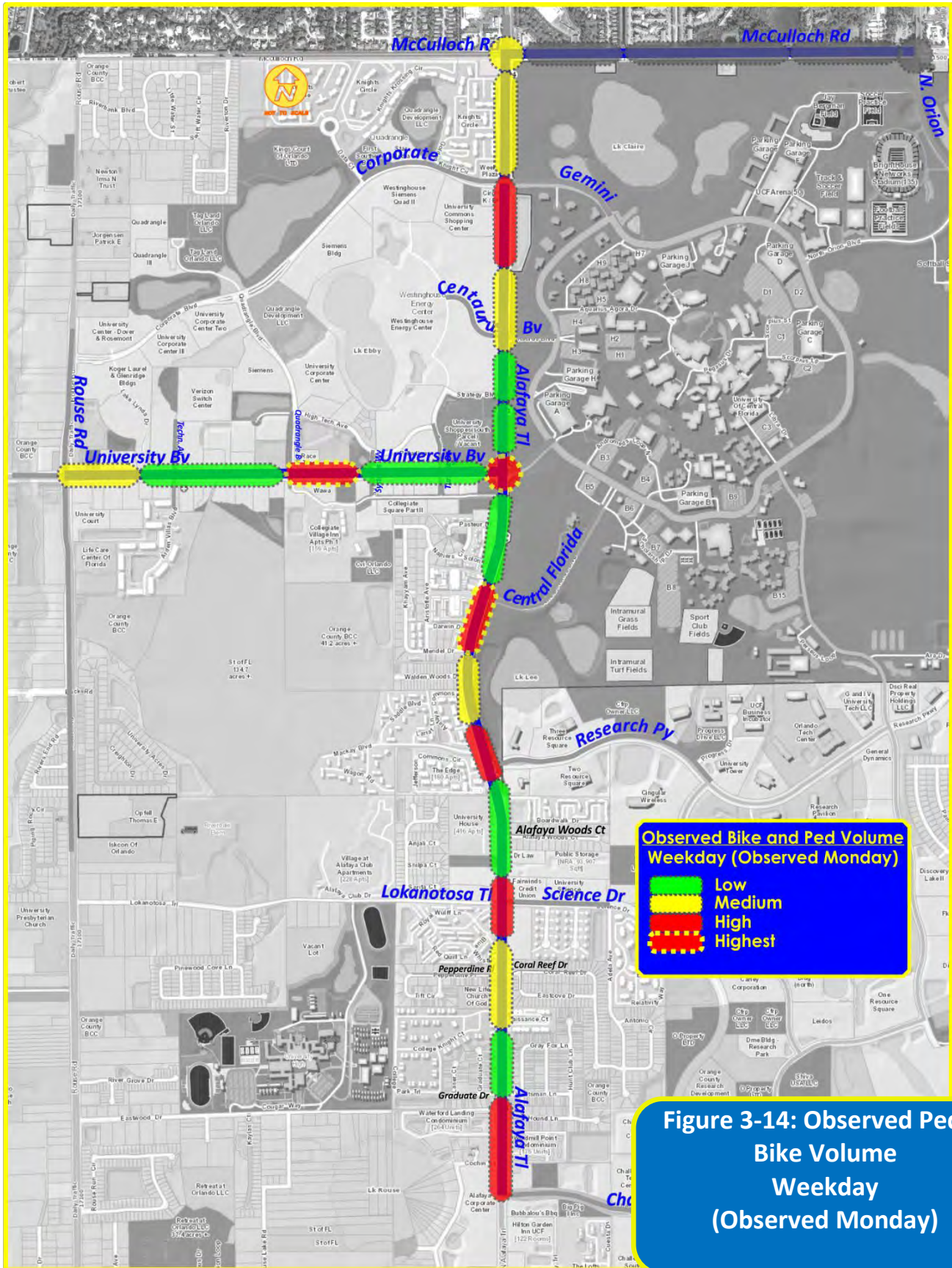


Figure 3-14: Observed Ped & Bike Volume Weekday (Observed Monday)



In conjunction with the pedestrian and bicycle volume data effort, field observations were conducted by the UCF/Alafaya Trail Pedestrian Safety Study senior staff. Through these observations, operational issues and conditions were identified. These included the following:

- Friday and Saturday evenings, after the FHP presence ended, a number of conflicts were observed between drivers and pedestrians/bicycles. Consistent with input from the UCF Police and the Orange County Sheriff’s Office, impaired drivers and pedestrians contributed to the conflicts into the evening.
- In many instances, pedestrians were not adhering to traffic controls

As shown, the highest pedestrian/bicycle activity locations included the intersection of Alafaya Trail and University Boulevard and the adjacent or nearby segments. These are also the areas where conflicts were observed.

Vehicular Speed Counts

Over the periods of the pedestrian and bicycle volume counts, mechanical vehicle speed and volume counts were conducted on Alafaya Trail, University Boulevard, and McCulloch Road. **Figure 3-15** indicates the locations of the vehicle speed counts. The vehicle speed data collected is provided in **Appendix B**. A summary of the observed vehicular speeds is provided:

Observed 85 th Percentile Speeds (Posted Speed is 45 mph)			
Location	Over Full Observation Period (Friday, Saturday, Monday)	Friday 8 pm - 12 am	Saturday 8 pm - 12 am
Alafaya Trail	53.0 mph	44.9 mph	42.8 mph
University Boulevard	49.3 mph	38.0 mph	35.3 mph
McCulloch Road	53.1 mph	49.1 mph	46.1 mph

Based on the collected vehicular speed data, the 85th Percentile Speeds exceeded the 45 mph posted speed over all periods collected over approximately four days surrounding the UCF Homecoming Weekend. Over the Friday and Saturday evenings (defined as 8:00 pm – 12:00 am), vehicle 85th Percentile Speeds on Alafaya Trail and McCulloch Road slightly exceeded the speed limit. Over the full observation periods (24-hour periods over Friday, Saturday and Monday), the observed speeds were found to be higher than Friday and Saturday evenings. It should be noted that, on average, vehicles traveled between 4 to 9 mph over the posted speed limit.

It should be noted that FDOT completed a study this year that determined that posted speeds on Alafaya Trail north of McCulloch Road be reduced from 50 mph to 45 mph.



Crash Data

Crash data was compiled from the University of Florida Signal 4 Analytics online crash interface database and imported into GIS software of records from January 2006 to June 2014 (approximately 8.5 years) was compiled within the limits of the UCF/Alafaya Trail Pedestrian Safety Study. The crash data was reviewed to identify all crashes that involved pedestrians or bicycles. **Table 3-2** provides an overall summary of the crash data.

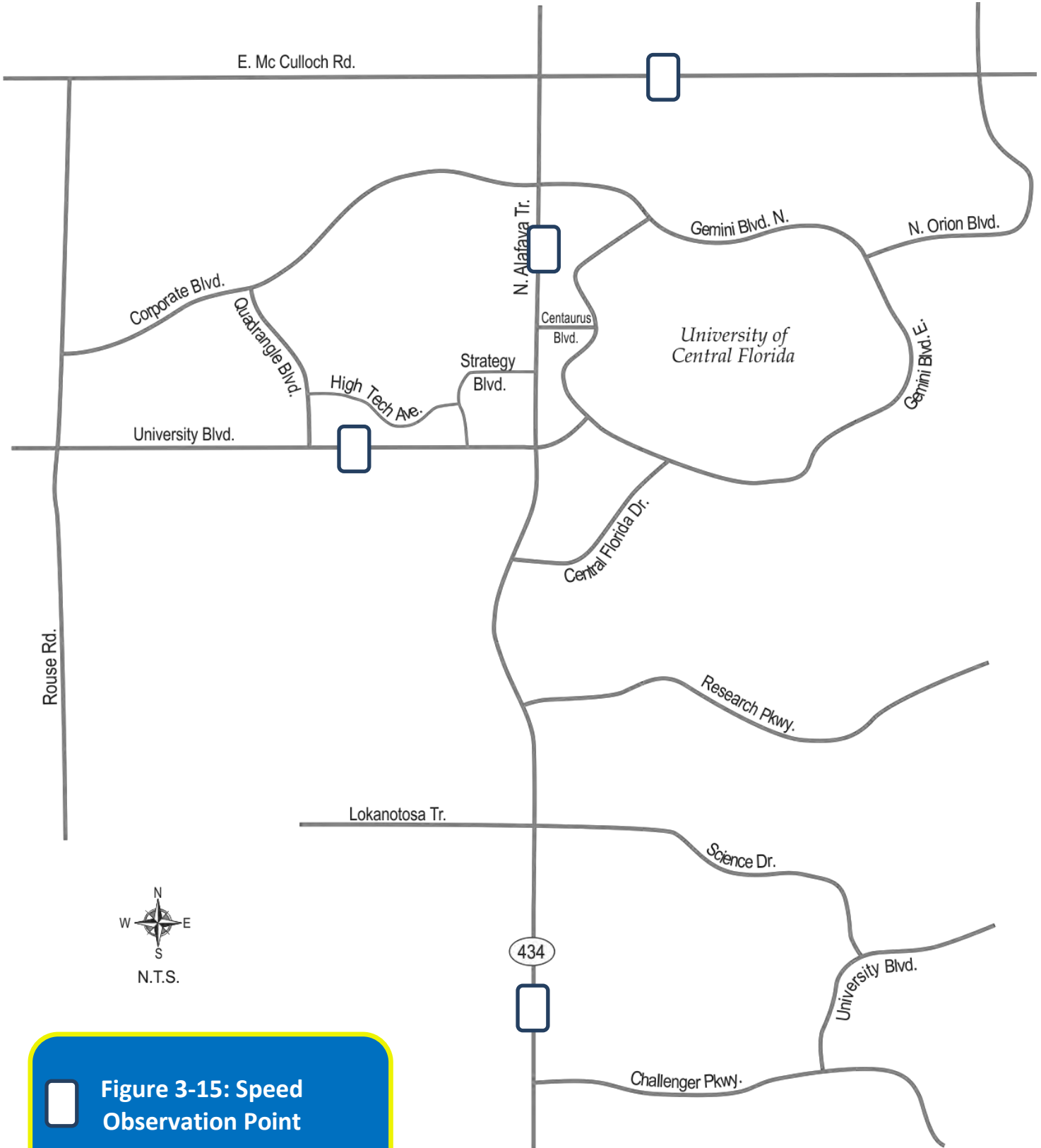
The review of the crash determined the following results:

- There were a total 259 vehicle crashes involving a pedestrian or a bicycle
- 207 of the crashes resulted in an injury and 11 of the crashes resulted in a fatality
- 41% of the crashes involved pedestrians and 59% of the crashes involved bicycles
- 74% of the crashes occurred within the Alafaya Trail limits
- 21% of the crashes occurred within the University Boulevard limits
- 5% of the crashes occurred within the McCulloch Road Trail limits

To further evaluate the crash characteristics, the locations of the crashes were superimposed on the study roadway limits to understand where the crashes were occurring. **Figure 3-16, 3-17 and 3-18** show the locations of highest occurrences of crashes that involved injuries and all the locations of crashes that involved fatalities. **Figure 3-19** provides a summary of the conditions when the crashes occurred.



UCF/ALAFAYA TRAIL PEDESTRIAN SAFETY STUDY




 **Figure 3-15: Speed Observation Point**



Table 3-2: Summary of Pedestrians and Bicycles Crashes

All Crashes

By Year	2006	2007	2008	2009	2010	2011	2012	2013	2014*	06-14
Alafaya	16	19	21	22	18	21	28	26	20	191
McCulloch	1	1	2	0	0	3	1	5	0	13
University	4	1	5	11	4	7	7	10	6	55
All Segments	21	21	28	33	22	31	36	41	26	259

Crashes with Fatalities

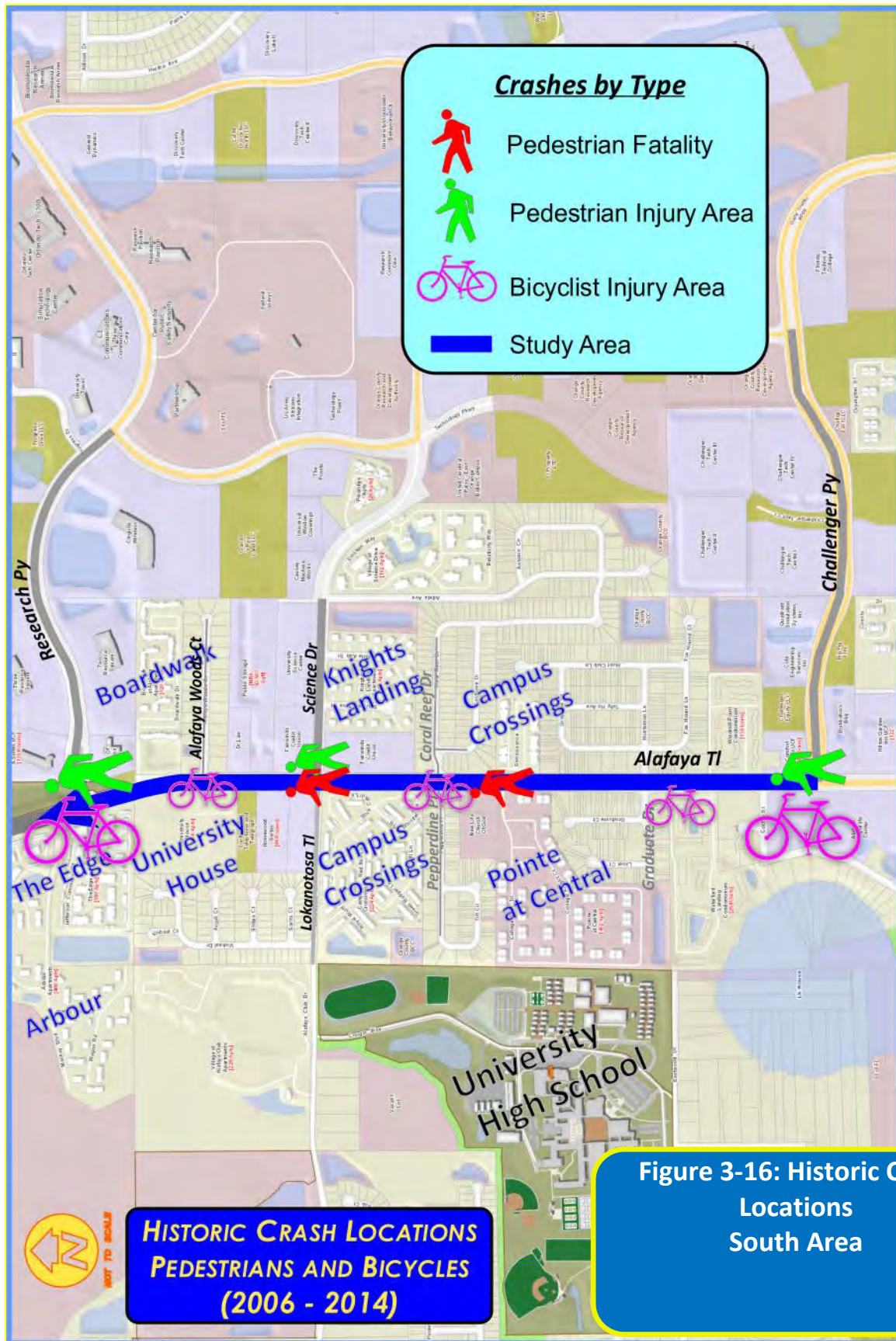
By Year	2006	2007	2008	2009	2010	2011	2012	2013	2014*	06-14
Alafaya	0	2	0	0	1	0	1	0	2	6
McCulloch	0	0	0	0	0	1	1	0	0	2
University	0	0	1	1	0	0	0	0	1	3
All Segments	0	2	1	1	1	1	2	0	3	11

Crashes with Injuries

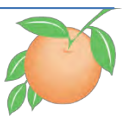
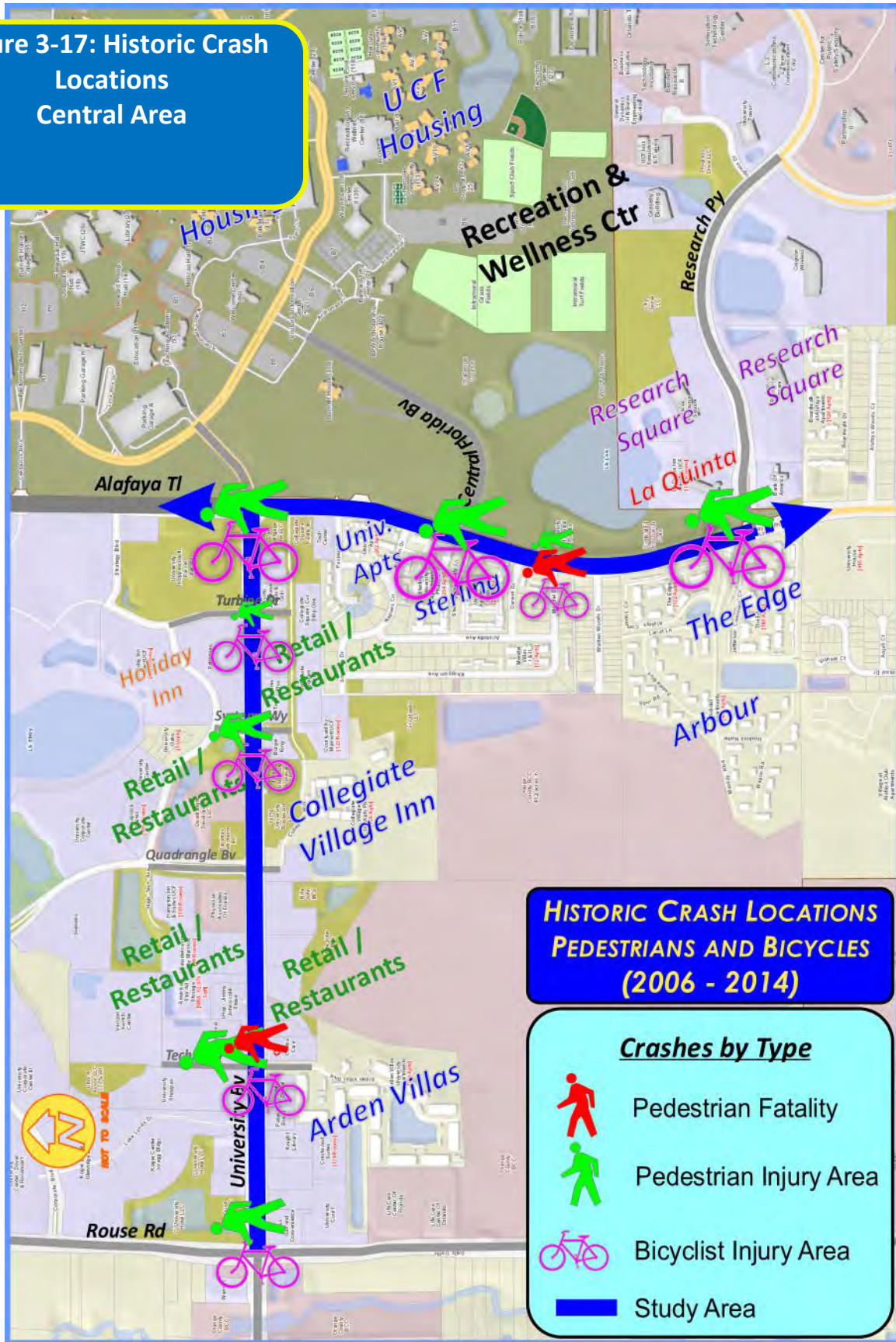
By Year	2006	2007	2008	2009	2010	2011	2012	2013	2014*	06-14
Alafaya	15	16	17	15	16	17	20	24	16	156
McCulloch	1	1	2	0	0	1	0	4	0	9
University	4	1	4	6	3	6	6	9	3	42
All Segments	20	18	23	21	19	24	26	37	19	207

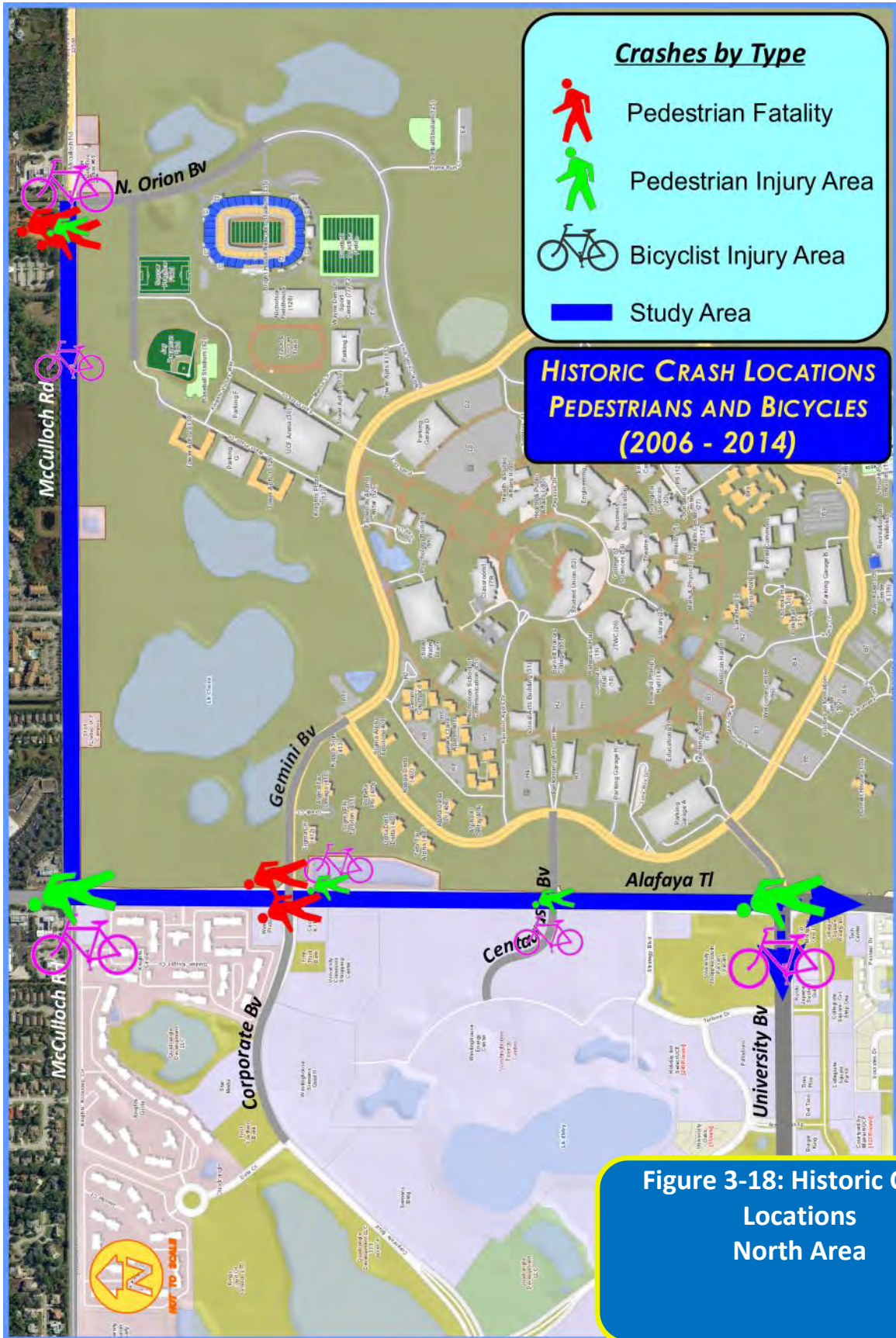
* through July 23, 2014





**Figure 3-17: Historic Crash Locations
Central Area**





Causes & Conditions-Statistics

Crashes Involving Pedestrians or Bicyclists
(January 2006 - July 2014)



	Ped/Bike	Ped	Bike
% Daylight	69.1%	52.4%	80.5%
% Driver Drug/Alc	5.0%	11.4%	0.6%
% Driver Distracted	12.4%	8.6%	14.9%
% Wet weather	7.7%	8.6%	7.1%
% Driver at fault	21.2%	16.2%	24.7%
% at intersection	66.0%	57.1%	72.1%



Figure 3-19: Causes & Conditions - Statistics



A detailed review of those crash reports that involved fatalities revealed that pedestrians were reported to be at fault in all of the crashes except one. In almost all of these crashes, the pedestrian was reported to have failed to yield right-of-way to the vehicle. The driver was found to be at fault in only one crash with a fatality. In this case, the driver lost control of the vehicle and struck the pedestrian off of the roadway.



Chapter 4 Evaluation of Existing Bicycle and Pedestrian Data

The following five components of data and characteristics were collected and evaluated to form the basis of an evaluation safety issues and conditions:

- Pedestrian and bicycle volumes along the study roadway limits for weekend evenings, Saturday football game day, and weekday peak periods
- Observations of pedestrians and bicyclists interactions with vehicles within the study roadway limits
- Data for crashes involving pedestrians or bicyclists
- Vehicle speed and volume data within the study roadway limits
- Existing physical characteristics of roadways, sidewalks, bike-lanes, and pedestrian crosswalks

This data, combined with an understanding of the key land uses that make up the major origins and destinations for pedestrian and bicycle traffic, were used to identify the primary issues and areas of concern relating to pedestrian and bicycle safety within the UCF/Alafaya Trail Pedestrian Safety Study limits. The critical locations within the study area, reflecting 1) Friday and Saturday night, 2) pre-game and post-game periods, and 3) weekday are shown in Figures 3-12, 3-13, and 3-14 (previous section).

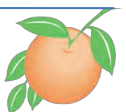
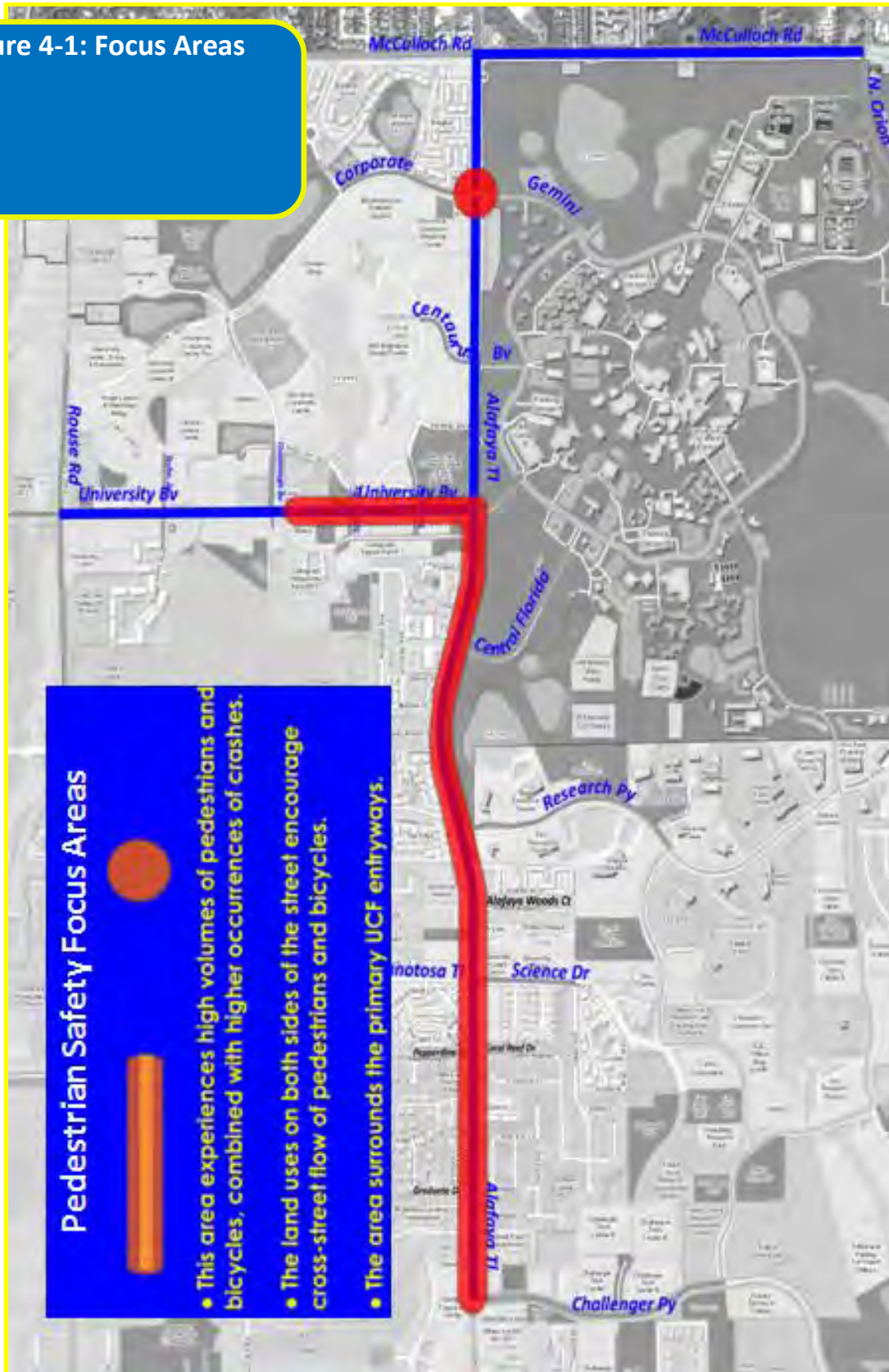
Based on the evaluation of the data and observations, the focus areas shown in **Figure 4-1** were identified as the locations of immediate concern. These areas exhibited a combination of high pedestrian and bicycle volumes and a history of the higher crash frequencies. This is illustrated in **Figure 4-2**. These focus areas were also within the routes connecting the major land use origins and destinations. Residential areas both within the UCF campus and along Alafaya Trail are served by the sidewalks and bikeways within these focus areas. In addition, commercial destinations (restaurants and retail areas) along University Boulevard west of Alafaya Trail were observed to be popular destinations - particularly during the weekend evening observations. The focus areas were the subject of the assessment of countermeasures to improve safety for pedestrian and bicyclists in the short-term. These assessments are discussed in Sections 5 and 6.

Roadway limits outside the focus areas should also include enhancements to pedestrian and bicycle safety but were not identified as the areas of the most immediate concern:

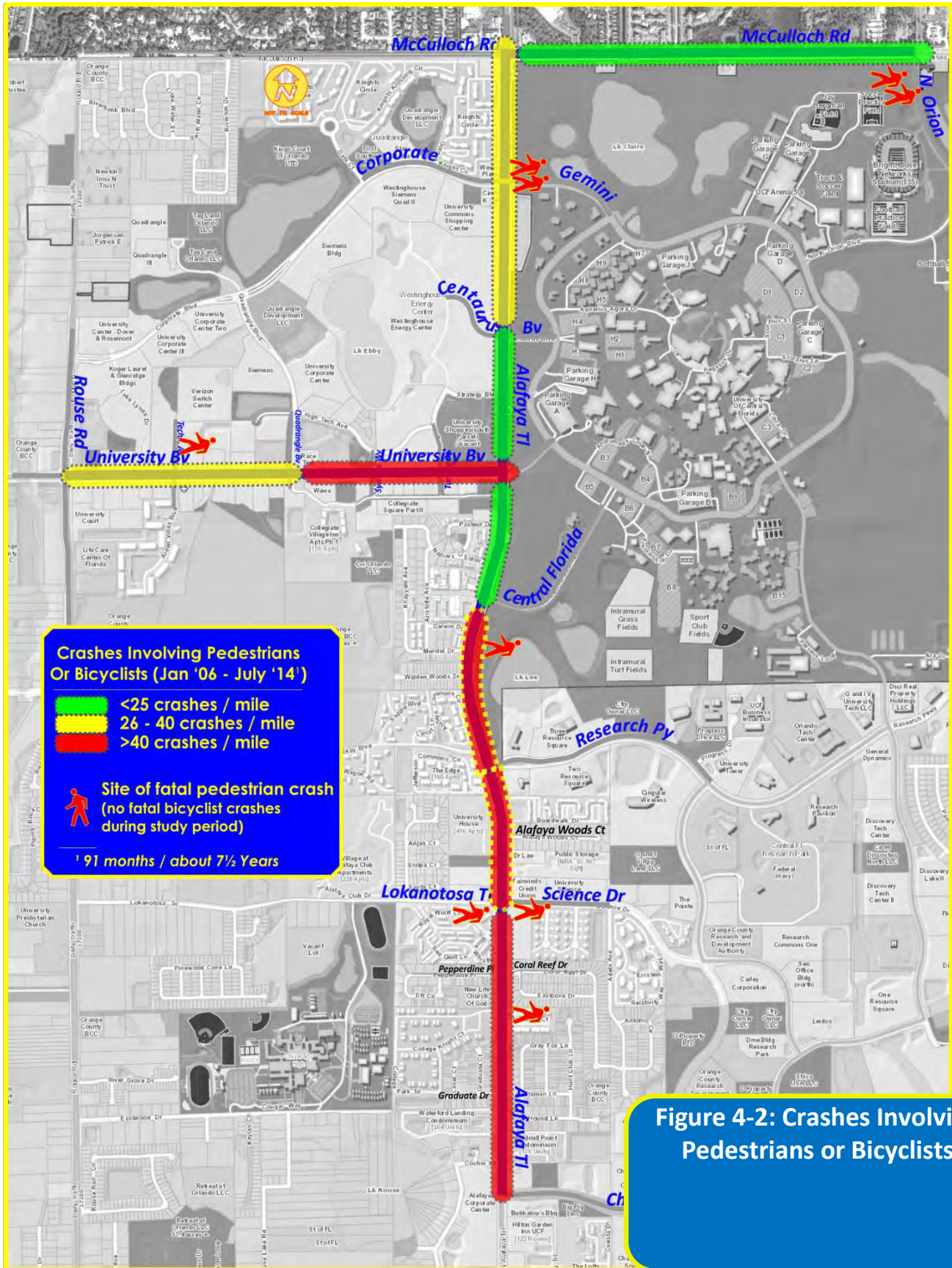
- Alafaya Trail north of University Boulevard currently serves lower volumes of pedestrian and bicycle traffic. There is also limited development along these frontage areas of Alafaya Trail that generate pedestrian and bicycle traffic compared to the identified focus areas. The signalized intersection of Alafaya Trail and Gemini Boulevard does serve a higher volume of pedestrians crossing Alafaya Trail than the adjacent segments. Therefore, this intersection was included within the focus area but for long-term improvements to sidewalks, bike lanes and other multimodal enhancements.



Figure 4-1: Focus Areas



UCF/ALAFAYA TRAIL PEDESTRIAN SAFETY STUDY



Crashes Involving Pedestrians Or Bicyclists (Jan '06 - July '14)

- █ <25 crashes / mile
- █ 26 - 40 crashes / mile
- █ >40 crashes / mile

Site of fatal pedestrian crash (no fatal bicyclist crashes during study period)

91 months / about 7 1/2 Years

Figure 4-2: Crashes Involving Pedestrians or Bicyclists



- Similarly, the limits of Alafaya Trail south of Research Parkway (to Challenger Parkway) contains limited development along the east frontage areas that generate pedestrian and bicycle traffic compared to the identified focus areas. This area should be included for the long-term improvements to sidewalks, bike lanes and other multimodal enhancements.
- The observed pedestrian and bicycle traffic volumes on University Boulevard west of Quadrangle Boulevard were lower than those to the east. Also, the pedestrian and bicycle traffic observed crossing University Boulevard occurred primarily at or east of Quadrangle Boulevard. This area should be included for the long-term improvements to sidewalks, bike lanes and other multimodal enhancements.
- The highest volumes of pedestrian and bicycle traffic on McCulloch Road were observed to occur during the time immediately before and after the Saturday football game. As indicated earlier, during the pre-game and post-game periods there is a strong FHP presence directing traffic. Under the direction of FHP, the vehicular, pedestrian and bicycle traffic flow on McCulloch Road is controlled in a safe manner. Over the long-term, improvements to sidewalks, bike lanes and other multimodal enhancements should be considered for this area.



Chapter 5 Identification of Safety Issues and Options for Countermeasures

After an evaluation of the data and information compiled and evaluation of the pedestrian and bicycle operational conditions and issues, potential safety countermeasures were identified to improve safety through the area. These countermeasures were identified based on a toolbox of design principles related to goals to improve safety for pedestrians and bicyclists. These goals involved making the area:

- More accessible - improving streets, sidewalks and transit
- Connected - integrating sidewalks and bicycle facilities
- More recognizable as a pedestrian-scale environment - improving identification, views and signage
- Safe - improving security, visibility, and lighting
- Comfortable - providing scale, shade and appropriate street setbacks

Identification of Safety Focus Areas

To apply the “toolbox” of design principles to the study area, different Potential Improvement Strategies were developed for four context types: Major Intersections, Midblock Crossings, Minor Roads/Driveway Intersections, and Overall. Each of these contexts require a different mix of Potential Improvement Strategies to create an accessible, connected, comfortable, safe, and recognizable pedestrian-scale environment for all users.

“Toolbox” of Potential Improvement Strategies

Intersection Improvements Concepts

Major intersections are large traffic signal-controlled, at-grade intersections that are characterized by having wide turn radii that encourage drivers to drive at high speeds through the intersection, long crossing distances for pedestrians, narrow sidewalks, and poor pedestrian visibility at the corners. Five major intersections were identified for improvements:

- Alafaya Trail/Research Parkway
- Alafaya Trail/Central Florida Boulevard
- Alafaya Trail/University Boulevard
- Alafaya Trail/Gemini Boulevard
- University Boulevard/Quadrangle Boulevard

Major intersections can be improved with a combination of physical and operational treatments. Physical treatments rearrange the built infrastructure at a site while operational treatments change the rules that impact the way a site works. Physical treatments like reducing the turn radii to approximately 25 feet can improve the safety and comfort of the intersection by requiring drivers to slow down while negotiating right turns. These tighter turns will increase the size of the pedestrian landings at each corner which can improve the pedestrian visibility and improve the legibility of the intersection. Additionally, major



intersections are ideal locations to introduce pedestrian refuge islands in the medians. To achieve a pedestrian refuge of approximately 12 feet wide, this would require realigning the roadway or removing a turn lane. If properly designed, these pedestrian refuge islands can reduce the distance pedestrians must walk in the intersection, so the corners will feel better connected at a human scale. However, as further described later in this report, due to the cost and right-of-way requirements for realigning the roadway, the removal of a turn lane will not be a recommendation moving forward into Design.

Other intersection treatments include providing textured/colored pavements for crosswalks to improve pedestrian visibility and overall legibility, strategic placement of pedestrian channelization fencing and plantings of trees in the medians and on the street edges to encourage pedestrians to cross in the correct locations and to slow traffic by providing better points of reference for speed. **Figure 5-1** depicts an example of how these intersection design principles could be applied to an intersection.

Operational treatments change the way the intersections operate to better control the movement of pedestrians and vehicles through the intersection. One way to improve the operation of major intersections is to provide flashing yellow arrow signals for right-turn only lanes. These signals bring the driver's attention to the traffic operation of the corner and require the driver to yield to pedestrians, bicyclists and other vehicles.

Leading Pedestrian Intervals (LPI) is another treatment that was contemplated during this Study. These LPI signals can allow better pedestrian protection at crosswalks by allowing the creation of leading pedestrian intervals. This is when the "walk" phase is given several seconds ahead – before the right-turning traffic is permitted to go – so that pedestrians will be half-way across the crosswalk before cars are permitted to turn, making pedestrians more visible to turning vehicles. However, following further engineering review and coordination with FDOT, this treatment was determined to not be feasible along the Study corridor.

Mid-Block Crossing Concepts

Mid-block crossings are places where a safe pedestrian crosswalk could be installed away from an intersection due to high volumes of pedestrian crossings or facilities such as bus stops, which encourage pedestrian crossings despite the lack of a crosswalk. Two mid-block crossing locations were identified. These locations, which contain wide, high-speed stretches of road, are on:

- Alafaya Trail near Salon Drive
- University Boulevard near Turbine Drive

Pedestrian Hybrid Beacons/HAWKS, Rectangular Rapid Flashing Beacons (RRFBs), pedestrian signals and pedestrian bridges were considered at these locations to provide safer pedestrian crossings. Each of these treatments is described below.

- Pedestrian Hybrid Beacons, also known as HAWK (High-Intensity Activated crossWalk) beacons, operate much like a full pedestrian signal. These devices are used to stop road



traffic and allow pedestrians to cross safely. The intent is to stop road traffic only as needed and can be an alternative traffic control device when standard traffic signal “warrants” do not justify the installation of a standard three-color traffic signal. These traffic devices are relatively new in their application in Central Florida.

- RRFBs are bright yellow flashing lights attached to pedestrian crossing signs next to crosswalks that pedestrians can activate by pushbutton. They are a lower cost alternative to traffic signals and hybrid signals. They draw attention to pedestrians in crosswalks and have been found to substantially increase driver yielding behavior at crosswalks with appropriate signage. This may be considered on University Boulevard but has been determined to not be suitable on Alafaya Trail, which is maintained by FDOT, whose policy prohibits the use of RRFs on 6-lane roadways.
- Pedestrian signals are regular signals that are activated by pedestrians/bicyclists only. They provide full protection of pedestrians in the crosswalk and can be coordinated with nearby traffic signals. They stay green when there are no pedestrians/bicyclists.

All three of these treatments include textured pavement crosswalks and pedestrian lighting to improve pedestrian visibility and overall legibility. **Figure 5-2** provides an example of some of these design principles from the toolbox.

- Pedestrian bridges are bridges designed for pedestrian/bicycle uses that traverse over a roadway. A pedestrian bridge was evaluated at the Alafaya Trail near Salon Drive location. However, due to issues relative to the amount of right-of-way required, cost and likelihood that the bridge would not be used because of the longer crossing distances, the concept of a pedestrian bridge did not advance into the final recommendation. Instead of investing over \$5 million on construction of a single bridge, significant pedestrian improvements with much greater impact could be built along substantial portions of the study corridors with many crossing locations along each corridor.





**Figure 5-1: Safe Crosswalks:
Marked Pavement /
Large Landings**





**Figure 5-2: Safe Crosswalks:
Mid-block Crossings**



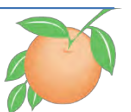


**Figure 5-3: Comfortable
Sidewalk:
Wide / Protected
and Pedestrian-Scale**





**Figure 5-4: Comfortable
Sidewalk:
Materials / Public &
Private Realm**



Minor Roads and Driveways Crossing Concept

Driveways and minor intersections (unsignalized intersections serving limited cross-street traffic) are also locations that play an important role in pedestrian safety and comfort. Within the study area, 13 driveways or minor intersections were evaluated and found to have wide turn radii that encourage high speeds, creating a hostile pedestrian environment. Eight of these were along that $\frac{3}{4}$ quarter mile segment of Alafaya Trail from Research Parkway to University Boulevard. Crash history data reported eight crashes involving pedestrians/bicyclists within this segment. The other five driveways/minor intersections were along that half mile segment of University Boulevard from Alafaya Trail to Quadrangle Boulevard. Crash history data reported five crashes involving pedestrians/bicyclists within this segment. When sidewalks cross these locations, they frequently lack marked crosswalks or anything to indicate that pedestrians have right-of-way. This creates confusion between the pedestrian and the motorist and can cause a situation in which both drivers and pedestrians have incorrect expectations about what the other will do at the conflict point, which causes near-misses and crashes (e.g. “right-hook” crashes where the drivers are looking left for on-coming cars and pedestrians/bicyclists are moving into the roadway from the right).

Conflicts like this can be resolved with textured crosswalks, tighter turn radii (maximum of 25 feet) to reduce speeds and appropriate signage for both drivers and pedestrians/bicyclists to clarify right-of-way. These improvements can be done in coordination with other landscaping or sidewalk enhancement projects. Additionally, the effort to consolidate driveways to keep the number of this type of conflict location to a minimum should continue.

UCF Area Branding and Pedestrian-Scale Environment

Area branding improves the recognizability of a space and a sense of arrival to a place by helping people identify an area through landmarks, signage, monuments, and design details. This allows the users to be able to create positive associations to the area and allows people to think of the area as a place distinct from other locations or corridors. Drivers are more likely to use care when they feel that they have arrived at a place where heavy pedestrian and bicycle activity is expected, even if they are just passing through. Pedestrians are more likely to feel comfortable in locations where pedestrian-scale design features and elements are installed that slow drivers down to a human scale.

Area-wide, there should be an emphasis on multi-modal connectivity and design features such as 8-foot minimum width sidewalks throughout the study area, except that the east side of the Alafaya Trail segment is planned for a wide sidewalk path, consistent with previous studies and the Orange County Trails Master Plan. Throughout the study area, it is recommended that sidewalks be set or moved eight (8) feet away from the curb to separate pedestrians from vehicular traffic and create a more comfortable environment for pedestrians. This concept would also provide enough space for placement of shade trees for additional pedestrian channelization, protection and comfort.

The ability for drivers to see pedestrians and bicyclists is also critical to promoting safety. Pedestrian-scale lighting should be appropriately designed and installed along the roadway and at intersection crosswalks and mid-block crossings in such a way that does not back-light the



person or bicyclist crossing or waiting to cross the roadway. They should also be appropriately spaced along the roadway to illuminate pedestrians/bicyclists traveling along the corridor to enhance the sense of safety.

Implementing the “toolbox” of design principles throughout the corridor create an area that is accessible, connected, comfortable, safe and recognizable to all mode users. **Figures 5-3 and 5-4** provide examples of pedestrian-scale environments and comfortable walk zones.

Safety Policy and Education

Land use regulations applicable to this area should reflect the more walkable nature of the corridor and should encourage the creation of a more robust, pedestrian-scaled grid of streets as parcels are developed or redeveloped. Access management should continue to be a strategy to promote safe vehicular access into parcels without reducing the safety and comfort of the area to pedestrians and bicyclists. The circulator bus system should be supported and expanded to serve a greater portion of the area. New student orientations and new employee orientations at UCF should be updated to inform students and staff/faculty of their responsibilities as drivers, pedestrians and bicyclists to improve behavior by all parts. These types of programs, policies and projects will require the continued collaboration between Orange County, UCF, FDOT, property owners, and other stakeholders within the study area to ensure the long-term success of the program.



Chapter 6 Identification of Recommended Improvement Plan

Through the UCF/Alafaya Trail Pedestrian Safety Study, a recommended plan was developed based on an evaluation of the data collected, input from the stakeholders, coordination with Core Group members, and assessment of short-term and long-term strategies. The countermeasures evaluated included:

- Design concepts that would provide for safer pedestrian and bicycle flows along and across the study roadways, at the signalized intersections and within mid-block areas
- Corridor transformation to achieve more pedestrian- and bicycle-friendly environments
- Enhancements of network connectivity to provide better vehicular and non-vehicular connectivity to allow a redesign existing highway corridors to better serve other modes of transportation
- Improvements to safety programs and orientations to educate UCF students, staff and faculty about their roles and responsibilities to promote safe walking and biking activities throughout the area
- Changes to planning for new development and traffic operations policies that will result in improved pedestrian and bicycle safety

The Study resulted in recommendations that provided Orange County with a plan that could be implemented in two (2) phases. This plan was developed to create an identifiable, inter-connected, and multimodal environment that promotes equal emphasis to vehicular, bicycle and pedestrian movements for the study area. The plan focuses on the high-priority areas of Alafaya Trail and University Boulevard shown in **Figure 4-1** as implemented in the locations identified in **Figure 6-1**. This chapter describes the complete list of recommended improvements, and Chapter 7 describes the two phases of improvements.

Recommended Improvements

Major Intersections

Figure 6-2 provides locations of the major intersections that are recommended for improvements, specifically:

- Intersection 1: Alafaya Trail & Gemini Boulevard
- Intersection 2: Alafaya Trail & University Boulevard
- Intersection 3: Alafaya Trail & Central Florida Boulevard
- Intersection 4: Alafaya Trail & Research Parkway
- Intersection 5: University Boulevard & Quadrangle Boulevard

Design concepts for the major intersections were identified that could be implemented subject to engineering and cost evaluations. The design concepts also acknowledged the need to meet applicable FDOT and Orange County design standards. It is anticipated that implementation of these concepts may increase vehicular congestion during peak periods. The design concepts include:



- Reduced turn radii on all corners to approximately 25 feet (subject to engineering and cost evaluation) and increased landscaped pedestrian landing areas
- Provide 12-foot wide textured pavement crosswalks
- Installation of trees and shrubs in medians and between sidewalk and curb near intersections to guide pedestrians to cross at safer crosswalk locations
- Sidewalks widened to 8-foot minimum (12-foot minimum on east side of Alafaya Trail) and moved 8 feet away from the curb to allow greater separation from traffic (subject to availability of sufficient right-of-way)
- Installation of pedestrian fencing in the existing medians with additional landscaping to direct or channel pedestrians/bicyclists to designated crosswalks (see FDOT Index D804: <http://www.fdot.gov/roadway/DS/Dev/IDDS/IDDS-D00804.pdf>)
- Installation of pedestrian lighting to bring driver attention and awareness to people walking or bicycling across the road
- Improve LYNX bus stop adjacent to crossing, add standard bus shelter and add 5-foot minimum width sidewalk from shelter to curb.

The original concept also included the removal of the dedicated right-turn lane and realignment of the roadway, where feasible, in order to create a pedestrian refuge by extending and widening the medians. Of the five major intersections, three have dedicated right-turn lanes, specifically Intersections 1, 2 and 3 as listed on page 6-1. This original concept was applied to the University Boulevard at Alafaya Trail intersection as a design example to graphically depict what an improved intersection would look like. As shown in **Figure 6-3**, the current conditions for the Alafaya Trail and University Boulevard intersection include wide turn radii that encourage high speed turns by motorists, long pedestrian crossing distances, narrow sidewalks, poor pedestrian visibility, and limited pedestrian landing areas at the corners. As shown in **Figure 6-4**, the original concept as applied to University Boulevard at Alafaya Trail intersection contemplated:

- University Boulevard (west)
 - 17-foot width with a 34-foot extension
 - Created by removing right-turn only lane and shifting lanes to the right
- Alafaya Trail (south)
 - 21-foot width with a 25-foot extension
 - Created by shifting northbound traffic lanes 12' to the right, tapering to original alignment over next 500'
- Alafaya Trail (north)
 - 18-foot width with a 26-foot extension
 - Created by removing right-turn only lane and shifting lanes to the right

However, a preliminary engineering and design analysis was conducted to determine the feasibility and effects or implications of removing the dedicated right-turn lanes. The analysis determined that the dedicated right-turn lanes would need to remain in place to serve vehicular traffic and resulted in the following signalization improvement recommendations for the three intersections with dedicated right turn lanes:



- At Alafaya Trail and University Boulevard: Protected Overlap Right Turns (No Right Turn on Red) or Protected/Permissive Overlap (Flashing Yellow Arrow Right Turn with Yield to Pedestrian sign) in the eastbound, northbound and southbound right turn lanes and the prohibition of U-turns in the northbound, eastbound and westbound left turn lanes;
- At Alafaya Trail and Gemini Boulevard: Protected Overlap Right Turns or Protected/Permissive Overlap (Flashing Yellow Arrow Right Turn with Yield to Pedestrian sign) in the northbound and southbound right turn lanes and the prohibition of U-turns in the eastbound and westbound left turn lanes; and
- At Alafaya Trail and Central Florida Boulevard: Protected Overlap Right Turns or Protected Permissive Overlap (Flashing Yellow Arrow Right Turn with Yield to Pedestrian sign) in the northbound and westbound right turn lanes and the prohibition of U-turns in the westbound and southbound left turn lanes.

The above signal improvements recommendations add a pedestrian phase into the traffic signal cycle and create a situation where, in the dedicated right-turn only lane, the vehicles are caused to be stopped or paused by a right-turn red arrow while the pedestrian crosses the street safely, in the case of the Protected Overlap. In the Protected/Permissive case, drivers in the dedicated right-turn lane desiring to turn right are required to yield to pedestrians before making the right turn and to turn with caution. These signal treatments allow safe crossing conditions for pedestrians and bicyclists with minimal, negligible impacts to the operational function or efficiency of the traffic signal for vehicular movement/traffic volumes.

For the two intersections without dedicated right-turn lanes (Intersections 4 and 5), the preliminary analysis recommended:

- All four (4) approaches become shared through right-turn movements, and
- Right Turn Flashing Yellow Arrow with Circular Green (FYA w/ CG) ball and Yield to Pedestrians sign.

This signalization treatment would allow through vehicular movement with the green ball but would also require drivers desiring to turn right to yield to pedestrians and turn with caution.

Graphic depictions of the above signalization improvements recommendations are available in Appendix D.

Following the preliminary engineering and design analysis, revisions to the original concept was developed based on the retention of the dedicated right turn lanes. **Figure 6-5** provides an illustrative example of a revised recommended intersection design concept. This design concept was developed to be implemented within the available right-of-way (ROW) along Alafaya Trail and University Boulevard.



Figure 6-1: Summary of All Improvement Treatments



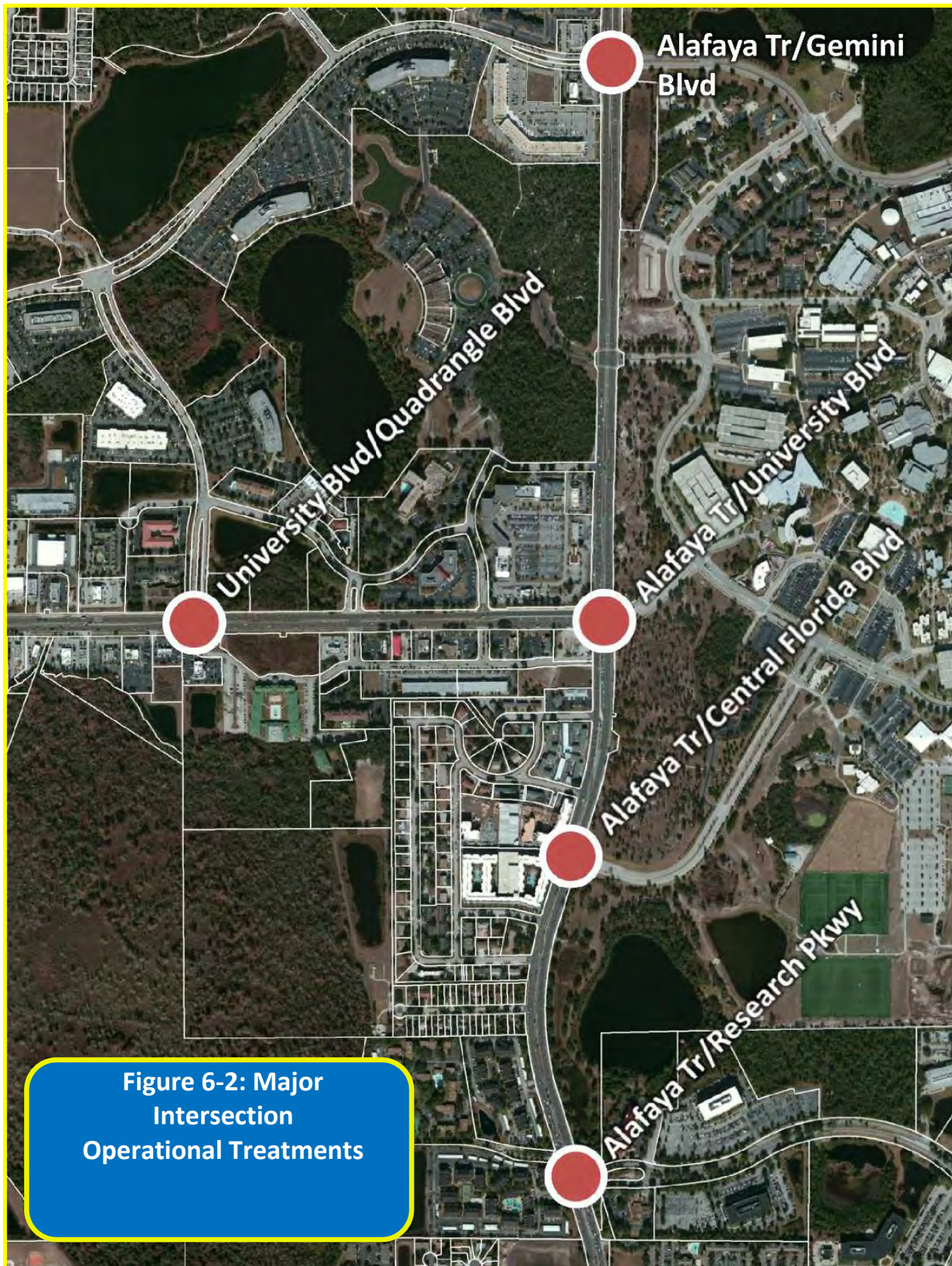


Figure 6-2: Major Intersection Operational Treatments





**Figure 6-3: Existing
Conditions
Alafaya Tr &
University Bv**

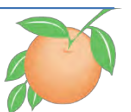
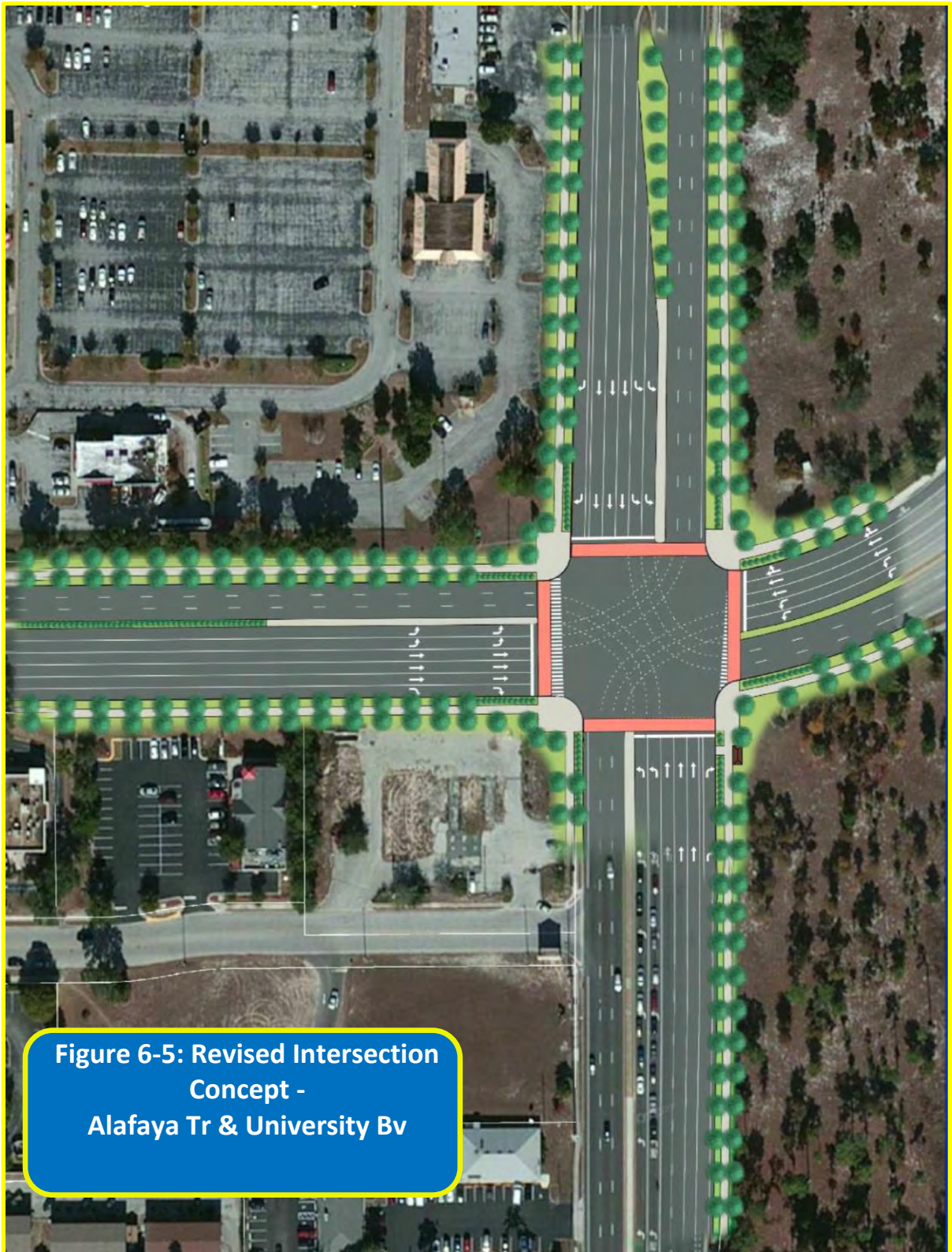




Figure 6-4: Original Intersection Concept - Alafaya Tr & University Bv





**Figure 6-5: Revised Intersection
Concept -
Alafaya Tr & University Bv**



Major Mid-Block Crossings

Figure 6-6 provides locations of two (2) recommended mid-block crossings along Alafaya Trail and University Boulevard.

Design concepts were identified for the minor roadways/driveways that could be implemented, subject to engineering and cost evaluations, within the available right-of-way (ROW). Both mid-block crossings would need to meet Orange County design standards; however, the mid-block crossing along Alafaya Trail would also need to meet applicable FDOT design standards. The design concepts for the crossing included:

- Addition of midblock crossing with 12-foot wide textured pavement crosswalks controlled by signal, Pedestrian Hybrid Beacon (also known as a HAWK) or RRFB (subject to engineering and design review). Based on discussions with FDOT, the Design approach will be to warrant test for a pedestrian signal.
- Relocation of LYNX bus stop adjacent to the pedestrian crossing with standard bus shelter and 5-foot minimum width sidewalk from shelter to curb
 - Add standard bus shelter
 - Add 5-foot minimum width sidewalk from shelter to curb
- Reduction of turn radii to maximum of 25 feet
 - Widen and realign sidewalk near crossing for about 115 feet at the east and west side of Alafaya Trail
 - 8-foot minimum width
 - 8-foot minimum distance from curb
- Widening and realignment of sidewalk near crossing at the east and west side of Alafaya Trail with 8-foot minimum width and 8-foot minimum distance from curb to allow greater separation from traffic (subject to availability of sufficient right-of-way)
- Planting of trees and shrubs in median and between sidewalk and curb near the crosswalks to encourage lower driving speeds, increase shade/comfort for pedestrians/bicyclists and guide pedestrians to cross at new crosswalks
- Installation of pedestrian lighting (edge of road) and fencing (within the median) to guide pedestrians/bicyclists to crosswalk locations

Figure 6-7 shows the current conditions for the crossing area on Alafaya Trail near Solon Drive and Pasteur Drive. This location was observed to serve some of the highest pedestrian and bicycle crossings within the UCF/Alafaya Trail Pedestrian Safety Study limits. Two LYNX bus stops are located here, increasing the number of pedestrian crossings. **Figure 6-8** provides an example of the recommended design concepts applied to the mid-block on Alafaya Trail.





Figure 6-6: Major Mid-block Crossing Improvement Locations





Figure 6-7: Existing Mid-block Crossing Conditions





Minor Cross Streets and Major Driveways

Figure 6-9 depicts the recommended minor cross-street and driveway locations along Alafaya Trail and University Boulevard that are recommended for pedestrian crossing treatments. Figure 6-10 shows the current conditions typical for the major driveways on Alafaya Trail near Solon Drive and Pasteur Drive. As shown, the driveways and minor cross-streets often have wide turning radii, thus encouraging high speeds that create a hostile pedestrian environment. The sidewalks also often cross these locations without marked crosswalks, allowing motorists to forget that they are crossing a pedestrian space.

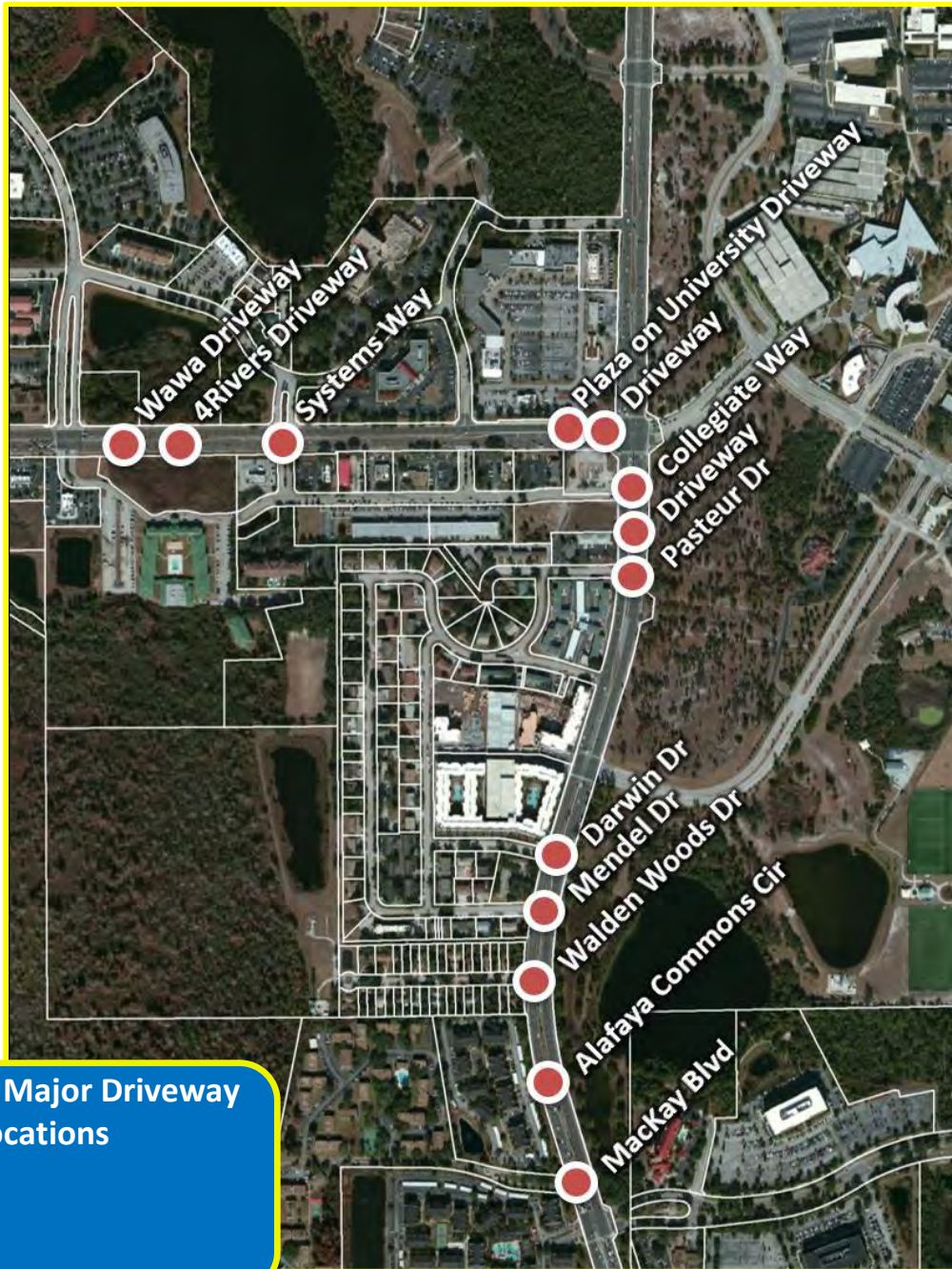
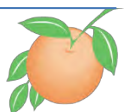


Figure 6-9: Major Driveway Locations



Design concepts were identified for the major driveways and minor cross-streets that could be implemented subject to engineering and cost evaluation. These design concepts were developed to be implemented within the available right-of-way (ROW) and recognized the need to meet applicable FDOT and Orange County design standards. The design concepts for the crossing included:

- Provide textured pavement crosswalks or continuous sidewalk over minor road/driveway
- Reduce turn radius on all corners to a maximum of 25 feet



Figure 6-10: Existing Driveway Crossing

Improvements can be done in coordination with landscaping and sidewalk enhancement projects. **Figure 6-11** provides an example improvement utilizing the recommended design concepts.





Figure 6-10: Minor Street / Driveway Crossing Concept

Corridor-wide Pedestrian Safety Enhancements

Based on the traffic analysis, the study recommends the installation of pedestrian-scale lighting throughout the study corridors, installation of pedestrian channelization/fencing within the medians of University Boulevard and Alafaya Trail (based on Design) and the widening of existing sidewalks. The sidewalk improvements include:

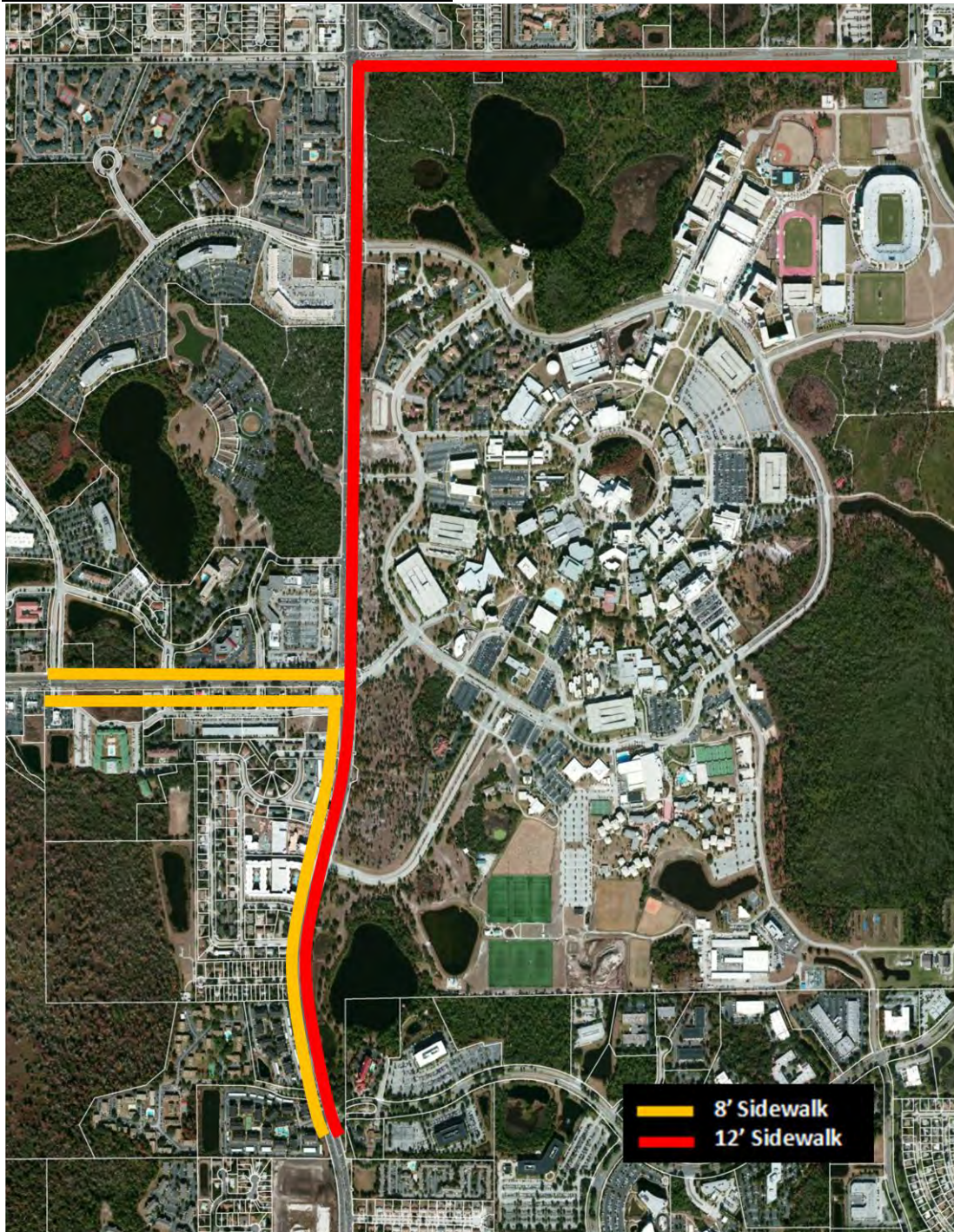
- Widen sidewalks to 12 feet on east side of Alafaya Trail (pedestrian/bicycle path)
- Widen sidewalks to 8-foot minimum on west side of Alafaya Trail (south of University Boulevard) and both north and south sides of University Boulevard from Alafaya Trail to Quadrangle Boulevard
- Widen sidewalk to 12 feet on south side of McCulloch Road

The study also recommends widening the green spacing distance between street and sidewalk to 8-foot minimum where possible as well as creating a UCF gateway at University Boulevard and branding a pedestrian-scale environment along Alafaya Trail and University Boulevard.

Figure 6-12 shows the locations of the sidewalk improvements.



Figure 6-12: Recommended Sidewalk Locations



Other Recommendations

In addition to the design concepts identified, other strategies include:

- Enhancements of network connectivity
- Improvements to safety programs to educate UCF students
- Changes to planning for new development and traffic operations policies to improve pedestrian and bicycle safety
- Evaluation of expansions to the existing LYNX bus and UCF Shuttle services

Figure 6-13 indicates potential corridors where better vehicular connectivity could facilitate existing highway corridors to be redesigned to better serve multiple modes of transportation.

Figure 6-14 provides examples of branding that could be incorporated into the limits of Alafaya Trail and University Boulevard within the UCF area.

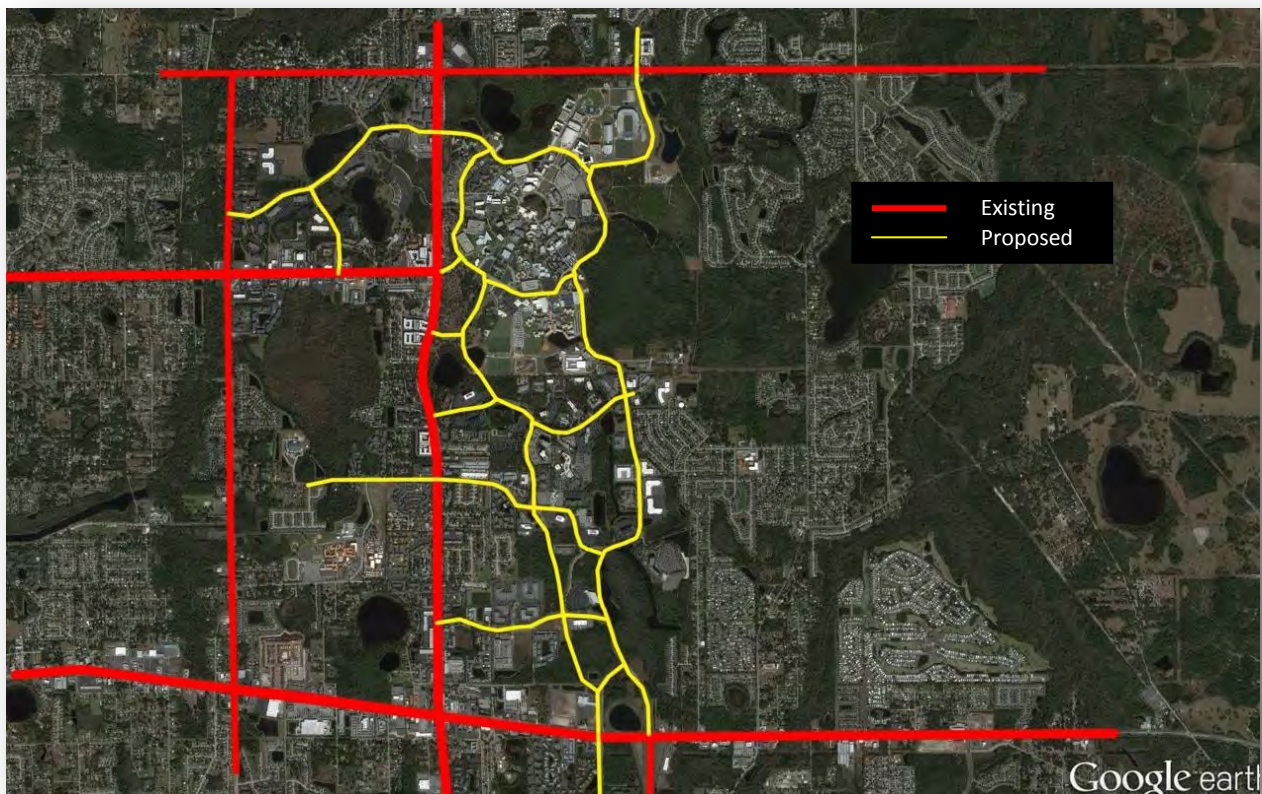
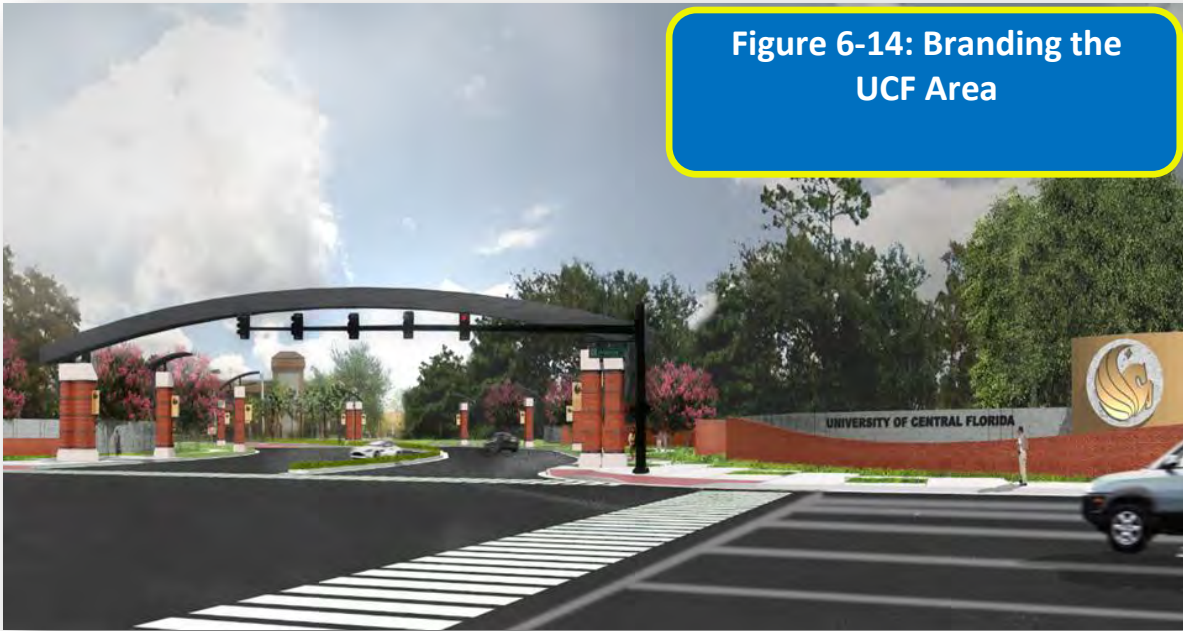


Figure 6-13: Potential Corridors



Figure 6-14: Branding the UCF Area



Core Group Input to Recommended Improvements

The recommended plan relating to Major Intersections, Major Mid-block Crossings, and Minor Cross-Streets and Major Driveways was presented to the UCF/Alafaya Trail Pedestrian Safety Study Core Group. Generally, the Core Group supported the UCF/Alafaya Trail Pedestrian Safety Study recommended plan as presented. It should also be noted that the strategies and recommendations were presented to UCF and FDOT representatives in advance of the Core Group presentation and were generally acceptable.

Additional input from the Core Group is provided below:

- Continue to improve east-west connectivity as well as north-south,
- Consider the planned hotel/conference center at the northeast corner of Alafaya Trail and University Boulevard,
- Estimate the short term and long term maintenance costs and consider private partners for funding,
- Consider creating a Transportation Management Association (TMA) to address the improvements, and
- Continue to consider countermeasures involving education during student orientation and enforcement of traffic controls with UCF students.

Consistency of Current Recommendations with Recommendations from Previous Studies

As part of the Florida Department of Transportation's two previous studies for Alafaya Trail and the County's previous study for University Boulevard, recommendations were developed. The recommendations from this Pedestrian Safety Study were evaluated against these previous recommendations, and such evaluation is provided below.

- 1) ***FDOT State Road (SR) 434/Alafaya Trail Corridor Study (2014)***: The FDOT SR 434 Study included recommendations relating to modifications to the Alafaya Trail cross section. For that section of SR 434/Alafaya Trail that is within the limits of this Pedestrian Safety Study, the following cross section elements were recommended for Alafaya Trail by the FDOT SR 434 Study, as follows:



Challenger Parkway to Science Drive:

- 8-foot sidewalk
- 2-foot curb and gutter
- 4-foot bike lane
- Three 11-foot travel lanes
- 28-foot landscaped median
- Three 11-foot travel lanes
- 4-foot bike lane
- 2-foot curb and gutter
- 3-foot planter strip
- 12-foot multi-use trail
- 5-foot planter strip

Science Drive to McCulloch Drive:

- 8-foot sidewalk
- 2-foot curb and gutter
- 4-foot bike lane
- Three 11-foot travel lanes
- 28-foot landscaped median
- Three 11-foot travel lanes
- 4-foot bike lane
- 2-foot curb and gutter
- 3-foot planter strip
- 5-foot sidewalk
- Natural buffer
- 12-foot multi-use trail

Illustrations of the recommended Alafaya Trail cross sections from the FDOT SR 434/Alafaya Trail Corridor Study are included in **Appendix C**.

The recommendations developed through this UCF/Alafaya Trail Pedestrian Safety Study include most of the elements from the FDOT study recommendations, including an 8-foot sidewalk and a 12-foot multi-use trail. However, based on the amount of right-of-way donated from the University and further discussion with FDOT, FDOT recommended that the 12-foot multi-use trail be reduced to a 10-foot widened sidewalk. However, for purposes of this study, the recommended improvement continues to be a 12-foot wide trail off-campus. It is also important to note that a pedestrian bridge was not recommended as part of the FDOT SR 434/Alafaya Trail Corridor Study. Specifics about the final cross section of the Alafaya Trail corridor will be evaluated and further refined during engineering and design, which will occur in coordination with the FDOT Design and Traffic Operations Units and the University.

Additionally, the long-term strategies developed in this UCF/Alafaya Trail Pedestrian Safety Study relating to parallel facilities and network connectivity, transit, and street-side design were generally consistent with recommendations from the FDOT SR 434/Alafaya Trail Corridor Study.

- 2) **Orange County Pedestrian and Bicycle Study for University Boulevard (SR 436 to SR 434) (August 2013)**: Orange County's University Boulevard Study included recommendations relating to modifications to the University Boulevard cross section. For that section of University Boulevard that is within the limits of this Pedestrian Safety Study, two optional cross section elements were recommended for Alafaya Trail by that County University Boulevard Study, as follows:

Option 1- Bicycle Lanes:

- 7-foot sidewalk
- Varying planter strip /curb and gutter

Option 2- Wide Curb Lanes:

- 7-foot sidewalk
- Varying planter strip /curb and gutter



- 4-foot bike lane
- Three 11-foot travel lanes
- Varying landscaped median
- Three 11-foot travel lanes
- 4-foot bike lane
- Varying 1 planter strip /curb and gutter
- 10-foot multi-use trail
- One 14-foot, Two 11-foot travel lanes
- Varying landscaped median
- One 14-foot, Two 11-foot travel lanes
- Varying 1 planter strip /curb and gutter
- 10-foot multi-use trail

The recommended design concepts from this Pedestrian Safety Study are generally consistent with the recommendations from the Orange County Pedestrian and Bicycle Study for University Boulevard. Same as with the FDOT SR 434 Study, the County’s University Boulevard Study also did not include recommendations to install a pedestrian bridge.

Recommended Improvements Implementation Phasing Plan

These improvements will be implemented in phases, depending upon the availability of sufficient right-of-way. Based on available funding and partnerships with the University of Central Florida and the Florida Department of Transportation, the first phase of improvements will occur on Alafaya Trail along the UCF frontage and along a portion of University Boulevard from Alafaya Trail to Quadrangle Boulevard. The second phase will cover the remainder of the study corridors. The Recommended Improvements Phasing Plan is below.

Phase	Recommended Improvements
<p>Phase I (Portion of Alafaya Trail along UCF Frontage and University Blvd (Quadrangle Blvd to Alafaya Trl))</p>	<ul style="list-style-type: none"> • UCF Branding, signage and way finding • Pedestrian channelization/fencing within the median • Landscaping between sidewalk and edge of curb • Major intersection improvements at Alafaya Trail and University Boulevard • Pedestrian-scale lighting along Alafaya Trail along UCF frontage • 10-foot pedestrian/bicycle path (east side of Alafaya Trail) • Two signalized mid-block crosswalks with textured /colored pavement • Safety education (e.g. UCF Student Orientation)
<p>Phase II (Remainder of the Project Corridors)</p>	<ul style="list-style-type: none"> • 8’ sidewalks along the roadway separated as far from travel lanes as feasible within the available ROW • Textured crosswalks at minor roadways and driveways • Additional landscaping (outside UCF area) • Intersection enhancements at remaining Major Intersections • Pedestrian Lighting outside of UCF area



Improvement Not Moving Forward

Pedestrian Bridge Alternative

As part of the UCF/Alafaya Trail Pedestrian Safety Study, a concept was developed that included an elevated pedestrian bridge. **Figure 6-15** provides the potential design concepts. This option was included since it was discussed as a possible improvement in the initial stages of the UCF/Alafaya Trail Pedestrian Safety Study and raised as a potential improvement by some Core Group members through the process. The pedestrian bridge concept includes some of the elements of the Mid-block Crossing concept. Additional elements include the following:

- Pedestrian bridge over Alafaya Trail
- 14-foot width minimum
- 360-foot ramps
- 16-foot minimum clearance
- 140-foot main span
- 6-foot wide stairs on both side of bridge for more direct crossing

This alternative was determined not to be cost-effective. The concept for a pedestrian bridge shown in Figure 6-15 was the basis for the design and construction cost estimate. The cost for design and construction was estimated to be \$5,000,000 to \$6,000,000 per location. The concept would also require acquisition of a significant amount of right-of-way (ROW), which would be additional cost.

The cost to acquire ROW and construct a pedestrian bridge is very high compared to the potential benefits and return on investment as the Alafaya Trail is very “porous”, meaning that pedestrians/bicyclists can cross at any location. Also, it is anticipated that a large portion of pedestrians and bicyclists will cross at-grade since it is a shorter and more direct path than a bridge. The study data indicated that multiple bridges would be needed to meet the demands of the different pedestrian and bicycle crossing routes observed.

Therefore, the pedestrian bridge concept was determined to not be a cost-effective improvement for pedestrian and bicycle safety in the study area. This finding is also consistent with the recommendations from the Florida Department of Transportation’s SR 434/Alafaya Trail Corridor Study (February 2014), which also did not recommend the installation of a pedestrian bridge.



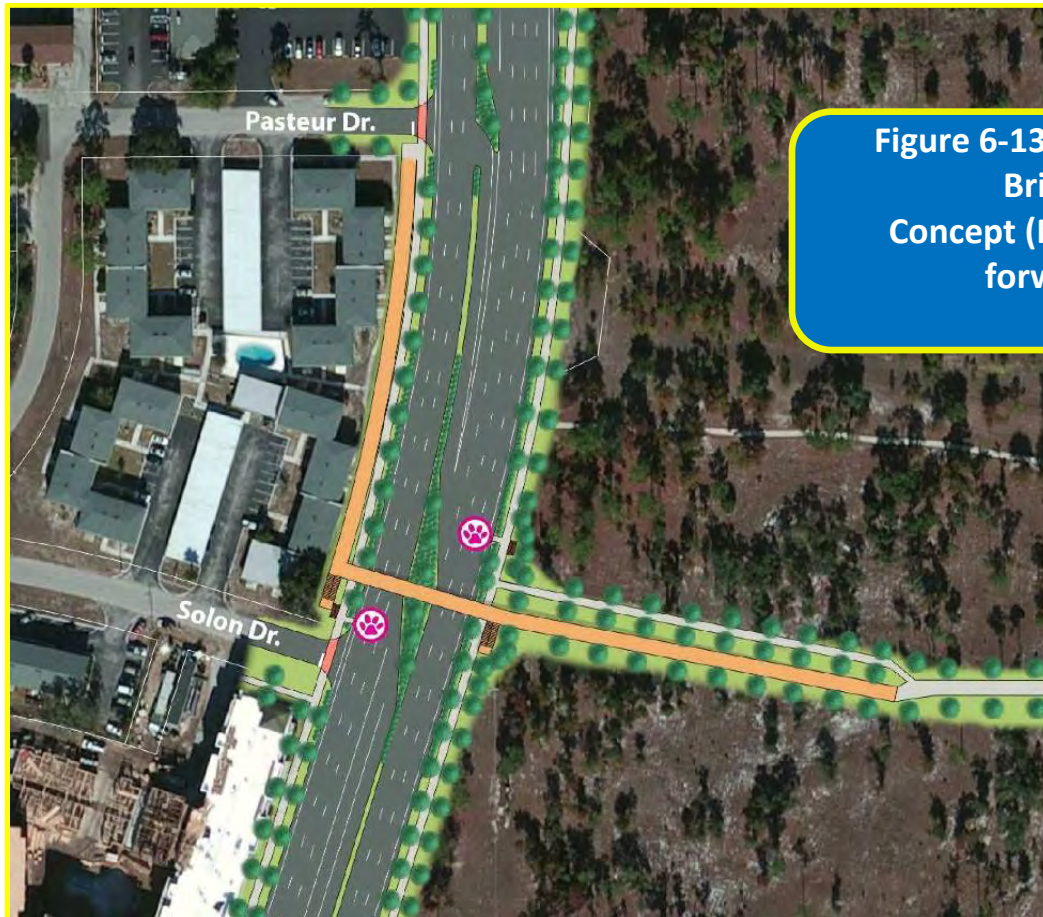


Figure 6-13: Pedestrian Bridge Concept (Not moving forward)

Preliminary Cost Estimates for the Recommended Improvements Implementation Plan

Cost estimates were prepared for the different components of the recommended improvements plan. The recommended plan concepts were developed with an effort to limit the need for additional ROW. For concepts that required additional ROW, costs to acquire the ROW were not included in the estimates at this phase of the Study. The cost estimates provided herein are preliminary estimates for construction only and will be refined through the Design and Engineering process

Improvements at Major Intersections

The original concept for the Major Intersections, which included the removal of the dedicated right-turn lane and subsequent realignment of the road, was estimated to be approximately \$1,360,000 - \$2,490,000 per intersection. The cost would vary based on the number and width of the approach or leg of the major intersections. The key components of the cost estimates for this original design concept are provided below:

- Reduce turn radii on all corners to 25': \$29,500 per corner



- Create pedestrian refuge by extending and widening medians; removing dedicated turn lane: \$198,500 per leg (note: concept of removing right-turn lane no longer viable, thus associated cost also not moving forward)
- Realign roadway, shifting traffic lanes approximately 12 feet and tapering to original alignment over approximately 500 feet: \$487,000 per leg
- Increase pedestrian landing area and 12-foot wide textured pavement crosswalks: \$15,000 per crossing
- Provide Flashing Yellow Arrow for right turn only lanes: \$25,000 – \$75,000 each

However, with the change in the design concept to retain the dedicated right-turn lane (thus no widening/extension of medians and no road realignment), the intersection design concept, as depicted in Figure 6-4, is estimated to be \$555,000 - \$755,000 per intersection. The major cost differential between the original and final recommended intersection design concepts was the cost associated with shifting and realigning the roadway:

- Original: Cost associated with realignment and shifting of roadway to create wider median refuge - \$487,000 per leg
- Final: Cost associated with mobilization, MOT, milling and resurfacing, and signalization - \$75,000 per leg

These intersection improvement costs do not include the costs associated with pedestrian-scale lighting, pedestrian fencing and additional landscaping – which are described later in this Chapter.

Installation of Signalized Mid-block Crossings

The concept for Signalized Mid-Block Crossings shown in Figure 6-7 was the basis for the design and construction cost estimate. That cost was estimated to be \$126,500 - \$168,500 per crossing. The cost would vary based on the installation of a pedestrian signal, whether a Pedestrian Hybrid Beacon or RRFB. Installation of signalization with pedestrian controls would cost approximately \$100,000.

Pedestrian Enhancements at Minor Cross-streets and Major Driveways

The concept for minor cross-streets and major driveways shown in Figure 6-9 was the basis for the design and construction cost estimate. The cost for design and construction was estimated to be \$74,000 per minor cross-street or major driveway. The components of the cost estimates are provided below:

- Textured pavement crosswalks: \$15,000 per crossing
- Reduce turn radii on all corners to 25-foot: \$29,500 per corner

Pedestrian Safety Enhancements Along the Corridor (Lighting, Widened Path and Channelization)

The recommended improvements plan includes the installation of pedestrian-scale lighting throughout the study corridors, the widening of the existing sidewalk on the east side of



Alafaya trail to a minimum of 12 feet and the installation of pedestrian fencing within the medians.

- Cost estimates for the **pedestrian-scale lighting** were completed by Duke Energy for that segment of Alafaya Trail that fronts on the UCF property boundary. Duke Energy's cost for lighting includes the costs associated with photometric layout, maintenance and replacement of the fixtures. Total monthly cost is per fixture and depends upon the selected lighting fixture type, pole type and height, and lighting source type (whether LED, high pressure sodium or metal halide). Duke Energy provides a gallery of product and service types on its Product Gallery website, but average costs for light fixtures range from \$16 to \$24 per fixture, and average costs for poles range from \$9 to \$22 per pole. Final costs will be developed by Duke Energy based on length and segment of roadway.
- Cost estimate for **sidewalk improvements** was based on \$110 per linear foot. Within the limits shown in **Figure 6-12** (less the sidewalk improvement on the south side of McCulloch Road), the estimated cost for the recommended improvements is approximately \$1.9 million.
- Due to the porous nature of the Alafaya Trail corridor, the recommended improvements plan includes the **installation of pedestrian fencing** within the existing medians to guide or encourage pedestrians and bicyclist to cross at crosswalks and other safe crossing locations. A preliminary estimate, totaling approximately \$2.2 million was calculated based on a unit cost of \$194 per linear foot (applied to approximately 2,500 feet along University Boulevard and 8,900 feet along Alafaya Trail). However, specifics about the fencing, including location of placement, length, design and line of sight, will be refined during Design and Engineering.

Other Safety Enhancements

In addition to the improvements provided above, the recommended improvements plan also included the installation of trees and landscaping. In lieu of developing cost estimates for trees and landscaping, a line item budget amount will be allocated towards these costs following Design and Engineering of the major improvements.

Table 6-1 provides the cost estimates for the recommended improvements implementation plan (all improvements).



Table 6-1: Cost Estimates for Improvements Concepts

IMPROVEMENT (Construction Costs – Maintenance Not Included)	EST. COST (NO ROW)
INTERSECTION PROJECTS	
Alafaya Trail and University Boulevard (Assume new mast arm needed)	\$755,000
Alafaya Trail and Gemini Boulevard (Assume new mast arm needed)	\$755,000
Alafaya Trail and Central Florida Boulevard (Assume new mast arm needed)	\$755,000
Alafaya Trail and Research Parkway	\$555,000
University Boulevard and Quandrangle Boulevard	\$555,000
INSTALLATION OF MID-BLOCK CROSSINGS	
University Boulevard near Turbine Drive	\$268,500
Alafaya Trail near Solon Drive	\$268,500
SIDEWALKS (WITH LANDSCAPING AND PEDESTRIAN LIGHTING)	
8-foot wide sidewalks along both sides of University Blvd.	\$536,800
12-foot wide sidewalk along east side of Alafaya Trail	\$968,000
PEDESTRIAN ENHANCEMENTS AT MINOR ROADS/DRIVEWAYS	
Textured/colored pavement/concrete crossing (\$15K each) (14 driveways/roads)	\$210,000
Reduced turn radii on all corners to 25 feet (\$29.5K/corner) (26 corners)	\$767,000
PEDESTRIAN ENHANCEMENTS ALONG THE CORRIDORS	
Pedestrian fencing	\$2,211,600
Pedestrian-scale lighting (Initial Installation)	\$174,000
Stylized signs	\$50,000
GRAND ESTIMATED TOTAL CONSTRUCTION COSTS	\$8,829,400

Currently, Orange County has approximately \$358,000 allocated toward design of the UCF/Alafaya Trail Pedestrian Safety Study Recommended Plan and \$4 million toward funding the installation and construction of the Phase I improvements, with the understanding that FDOT, UCF, or others will assist in the maintenance of the improvements. The County has completed coordination and negotiations with the University, and the results of that negotiation is embodied in the University’s updated Campus Development Agreement. The County continues to coordinate with the FDOT on funding and future maintenance of the widened pedestrian/bicycle path along the east side of Alafaya Trail as well as pedestrian-scale lighting along the west side of Alafaya Trail. Chapter 7 provides details of the phases of improvements moving forward based on coordination with both the University and the FDOT.



Chapter 7 Moving Towards Implementation

Chapter 6 provided descriptions and cost estimates for the complete list of recommended improvements resulting from this Pedestrian Safety Study. This chapter will describe the phasing plan and the next steps in the process.

As previously mentioned in Chapter 6, the County, FDOT and University of Central Florida officials have been in numerous discussions to determine which agency would be responsible for which improvements, in terms of both construction and maintenance. Since the University fronts the majority of the Alafaya Trail study corridor, County staff and University officials have negotiated a new updated Campus Development Agreement (CDA) which covers that east side of Alafaya Trail which fronts the University property. The updated CDA, which is statutorily required to implement the University’s Campus Master Plan, has been signed by the UCF Board of Trustees and includes Partnership Projects to improve bicycle/pedestrian safety and multimodal mobility in the UCF Study area. As documented in the CDA, the University of Central Florida has committed to the following Partnership Projects:

Partnership Projects from Safety Study	Est. Cost*	Timeframe
1. Provide a 5-foot right-of-way beyond existing FDOT right-of-way (for purposes of the widen pedestrian/bicycle path)	\$286,867	Agreement in place no later than Design
2. Design/construct first phase of Gateway Project at entrance to campus at University Bv and Alafaya Tr (consistent with Study recommendations for signage, lighting, pedestrian landing areas, turn radii, and landscaping)	\$1,900,000	Designed/constructed concurrent to County Capital Improvement Schedule
3. Pay for installation of 2 signalized mid-block crossings (one on Alafaya Tr near Salon and one on University Bv near Turbine)	\$517,000	Funded upon completion of Design
4. Install pedestrian-scale lighting within right-of-way along UCF frontage of Alafaya Tr	\$75,000	Funded as invoiced by Duke Energy
5. Contribute funds to traffic signalization changes at Alafaya Tr and University Bv	Not to Exceed (NTE) \$100,000	Funded upon completion of Design
6. Provide way-finding and signage on Alafaya Tr and University Bv that UCF determines desirable for branding (with County and FDOT approval for content and stylization)	NTE \$50,000	Funded upon completion of Design
7. Develop/provide Educational Programs related to pedestrian safety	NTE \$167,000 per year	Funded yearly as needed
8. Pay monthly rental lease to Duke Energy (maintenance/utilities of lighting)	NTE \$25,000 per year	Funded as invoiced by Duke Energy

* Totals: \$2,928,867 (one time) and \$192,000 (annual recurring)



The County continues to work and negotiate with the FDOT relative to the construction and maintenance of the wide pedestrian/bicycle sidewalk on the east side of Alafaya Trail (from McCulloch Road to Challenger Parkway) and the installation of pedestrian-scale lighting on the west side of Alafaya Trail in front of the University. The Department is currently reviewing the data collected as well as the County's operational analysis (as it relates to signal displays) in order to finalize its comments relative to the mid-block crossing, operational improvements to signalization, reductions in turning radii and pedestrian fencing within the medians of Alafaya Trail, which is a state facility. The Department and County Legal staff is also working to finalize the terms of a Memorandum of Agreement between the County and the Department.

As efforts with FDOT continue, the Study findings and recommendations have been approved by the County Local Planning Agency at its August 18, 2016 public hearing. The updated Campus Development Agreement was approved at a public hearing with the Local Planning Agency/Planning and Zoning Commission (LPA/PZC) on Thursday, November 17, 2016. At its Tuesday, November 29, 2016, public hearing, the Orange County Board of County Commissioners approved both the Study Findings/Recommendations and the UCF Campus Development Agreement.

With the approval of the Board, the next steps to advance the Pedestrian Safety Study recommendations are:

- **Design and Engineering:** This will involve preparation of refined plans for the Alafaya Trail and University Boulevard intersection and other major intersections on Alafaya Trail, the mid-block crossing on Alafaya Trail, pedestrian fencing within the medians, pedestrian-scale lighting along the roadway and roadway typical sections. These refinements will be coordinated with FDOT, UCF and County design staff to ensure conformance with applicable standards. Engineering analysis of intersection modifications will also be completed as part of this effort. The impact of modifications of intersection lanes and signal operations on vehicular traffic conditions and levels of service (LOS) will be determined.
- **Construction:** After the intersection and roadway designs are developed from the conceptual plans, the construction cost estimates will be refined, and processes for construction can begin.

In addition to the pedestrian/bicycle safety recommendations coming out of this Study, the County is working on a project intended to improve east-west multimodal capacity along the McCulloch Road corridor, specifically:

- McCulloch Road Roadway Conceptual Analysis (RCA) (North Orion Boulevard to North Tanner Road which will also evaluate a multi-use trail along the south side of McCulloch Road).

The McCulloch Road RCA is part of the County's *INVEST in Our Home for Life* Pedestrian Safety Initiative.



Appendix A – Public Involvement Summaries



SUMMARY

Core Group 1st Meeting

October 6, 2014

UCF/Alafaya Trail Pedestrian Safety Study



LOCATION: Orange County Administration Building
Cypress Meeting Rooms 1 and 2, 2nd Floor
201 South Rosalind Avenue, Orlando, Florida 32801

TIME: 1:30 pm

CORE GROUP

ATTENDEES:

A.J. Range, UCF – Student Affairs
Chris Clemente, UCF – Student Government Association
David Zambri, UCF – Police Department
Fred Kittinger, UCF – University Relations
Lee Kernek, UCF – Facilities
Tony Nosse, FDOT – Safety
Chris Cairns, FDOT – Traffic Operations
Heather Garcia, FDOT – Planning
Mighk Wilson, MetroPlan Orlando
Laura Minns, LYNX
Amanda Day, Bike/Walk Central Florida
Kevin Miller, Orange County – Traffic Engineering
Mike Wilson, Orange County – Sheriff's Office
Jon Weiss, Orange County – Community, Environmental and
Development Services

OTHER

ATTENDEES:

Deborah Tyrone, FDOT – Bicycle/Pedestrian
Lynette Rummell, Orange County Commissioner Ted Edwards (District 5)
Michael Brooks, Orange County – Environmental Protection Division
Chris Testerman, Orange County – Administration

PROJECT TEAM:

Renzo Nastasi, Orange County
Brian Sanders, Orange County
Karen Maguire, Orange County
Tony Luke, LTEC
Paul Rhoads, LTEC
Heather Strong, LTEC
Laura Turner, Laura Turner Planning Services

PREPARED BY: Laura Turner, Laura Turner Planning Services Date: 10-6-14



Orange County has initiated a pedestrian safety study in the University of Central Florida (UCF) area. The study limits are along Alafaya Trail (from Challenger Parkway to McCulloch Road), University Boulevard (from Rouse Road to Alafaya Trail), and McCulloch Road (from Alafaya Trail to North Orion Boulevard). An important component of this study will be the input received from the area's key stakeholders, coming together as the study's advisors known as the Core Group.

Each Core Group member received a notebook with the meeting agenda and presentation slides. Here is a summary of the meeting.

Welcome and Introductions

Brian Sanders (Project Manager) welcomed the group on behalf of Orange County and the study team. Orange County has started the Countywide Safety Initiative to address pedestrian issues. This study will focus on the UCF area and the Core Group's input will be important in developing a set of implementable solutions for this area.

Project Overview

Mr. Sanders provided a project overview, which included:

- Build on three previous studies in the area (Orange County Pedestrian and Bicycle Study for University Boulevard, FDOT Alafaya Trail Corridor Study, and FDOT Alafaya Trail Access Management Study);
- Core Group is represented by: UCF, FDOT, MetroPlan Orlando, LYNX, Central Florida Research Park, Bike/Walk Central Florida, and three largest UCF residential complexes;
- Purpose of the study is to improve and enhance pedestrian and bicycle safety in the area;
- Study scope covers review of existing conditions, identifying safety concerns, evaluating potential solutions, recommending solutions, providing an implementation plan;
- Land uses are a mixture of businesses (including Central Florida Research Park) and student-oriented housing; and
- Crash data from 2006 through mid-2014 show that there were 259 pedestrian and bicycle crashes for this area with 59% of the crashes involving pedestrians and 41% involving bicyclists, most of the crashes are on Alafaya Trail (74%) followed by University Boulevard (21%) and McCulloch Road (5%).

Study Parameters

- Complete traffic data collection
- Consider a range of strategies and options (pedestrian bridges, pedestrian islands, midblock crossings, pedestrian signals, road diet, intersection modifications, bike lanes, and multipurpose trails)
- Stakeholder interviews, including: other student residential complexes, UCF Bicycle advocate, UCF fraternity and sorority life, Siemens, business centers (Tech Center, College Square, Weeks Plaza), College Station, University Commons
- Project will be completed by May 2015, involving three more Core Group meetings and two community meetings



Core Group Discussion

After the project presentation, the Core Group was encouraged to share their concerns and ideas about the pedestrian and bicycle safety in this area. Here are the highlights of that discussion.

Activities within the Study Area

UCF (Lee Kernek)

- UCF Master Plan is being updated and a draft document is on the project website (www.fp.ucf.edu). Of particular interest for this study will be the proposed hotel and conference center at Alafaya Trail and University Boulevard as well as a bike path throughout the campus that will tie into trails in Orange and Seminole Counties
- Traffic data from the Master Plan update will be shared
- Wayfinding program being developed
- UCF is looking at widening Libra Road

MetroPlan Orlando (Mighk Wilson)

- MetroPlan Orlando has crash data for 2012-2013 and will share this information with the study team

LYNX (Laura Minns)

- Existing LYNX super stop on UCF campus
- Alternatives Analysis along SR 50 and Alafaya Trail study is underway and ends at the UCF LYNX super stop
- This corridor has heavy transit use
- Schedules and stops are now accessible in Google maps
- KnightLYNX service – 60% increase from last year; 30 minute headways; plans for increasing frequency; three routes (UCF area, Waterford Lakes, and downtown Orlando); all three routes run until 3 am
- Bus accessibility study includes photos of every bus stop and that information will be shared with the study team

Items to Consider

- Students riding bicycles on sidewalks and the driveway interference (Kevin Miller)
- Need to understand the behaviors of pedestrians and bicyclists (Mighk Wilson)
- Need to understand who is using this corridor and why; motorists difficult to determine, but should be easier for pedestrians and bicyclists; series of roads in this area that are serving different purposes (Jon Weiss)
- Cut-through traffic on UCF campus (Lee Kernek)
- Observations at night – drunks; UCF cyclists without bike lights and wearing dark clothing (Mike Wilson)
- Tracking intoxications as a crash factor – shows up in crash report only if there's a fatality (Dave Zambri)
- Seasonal pedestrians and bicyclists; more during cooler and drier weather and less during hot and wetter weather (Brian Sanders)
- Look at bus stops and accident data (Brian Sanders)
- For the University of Florida and the University of South Florida, 50% of funding comes from those universities (Laura Minns)
- Campus design sets up conflicts with vehicles and pedestrians; aesthetic features more than traffic (David Zambri)
- Look at incentives for pedestrian safety; lots of places but no place to walk (Chris Clemente)
- Need for UCF education about pedestrian and bicycle safety (Chris Clemente)
- Combine education with enforcement; need to focus on pedestrian behavior (Amanda Day)



- Consider what the area will look like in five years as safety is being studied (Amanda Day)
- Look at current pedestrian behaviors; UCF will wait to build sidewalks until after see the student walking patterns (Lee Kernek)
- Not a lot of bicycle/pedestrian paths on campus (Mighk Wilson)
- UCF Arena/Stadium area; pedestrians not crossing where they should (David Zambri)
- Special events there is drunkenness, lots of pedestrians; consider temporary lighting and lots of deputies (Mike Wilson)
- Concerns about the recent accidents; study is consistent with the County's multimodal approach to transportation (Chris Testerman)
- Consider commuter desire lines and managing pedestrian access (Chris Cairns)
- Speed limits can be reduced if it improves safety; not if it's an artificial reduction (Chris Cairns)
- Wants a solution that will work (Chris Cairns)
- Need to consider several factors together: FDOT design, education through Best Foot Forward, entry features into UCF, creating a sense of place for the corridor, corridor context in terms of traffic and aesthetics (Renzo Nastasi)
- Look at how other universities are addressing these similar issues (Jon Weiss)
- Consider focus groups for additional input (Fred Kittinger)

Questions

- For the University Boulevard study, were most of the crashes at Full Sail University? [Yes, and that area is outside of this study's scope; however, the Full Sail are will be reviewed as part of the Countywide initiative]
- Will the study examine travel speeds and speed limits? [Yes]
- Football games no longer just on Saturdays; consider studying one game during the week and one Saturday game [will be looking at the upcoming Thursday night game as well as a Saturday game; look at three hours before and three hours after each football game; also studying a Friday evening activity; will consider that the daylight savings ends on November 1st]

Next Steps

- To complete the data collection activities before the next Core Group meeting
- Hold stakeholder interviews
- Hold the next Core Group meeting in November
- A project ftp site will be set up and instructions for accessing it will be sent to the Core Group

Attachments: agenda packet and presentation slides

cc: Attendees
 Bill Merck, UCF – Administration and Finance
 Jeff Reine, LYNX
 Joe Wallace, Central Florida Research Park
 Auntuell Mills, Pointe at Central
 Michael McLamb, University House
 Megan Edwards, Sterling Apartments Phases 1 & 2
 Ruby Rozier, Orange County – Traffic Engineering





Meeting Minutes

Subject	UCF/Alafaya Trail Pedestrian Safety Study
Date	Feb. 11, 2015
Time	2:00pm eastern time (US)
Location	Orange County
Attendees	Stakeholders (UCF, Orange County Sheriff, LYNX, FDOT), Orange County Staff, LTEC, AECOM)
Prepared by	Andrew Sheppard
Distribution	All

Purpose: To develop a common vision to inform development characteristics through land use and a supportive transportation strategy that promotes the safety of pedestrians, bicyclists and transit riders within the UCF vicinity.

Presentation Review:

1. Results of the stakeholder interviews: What we have heard.
2. Review of the data collected: What we have learned (Strengths, Weaknesses, Opportunities and Threats.)
3. Analysis of stakeholder interviews and collected data: “what does it mean”. “Where are the challenges and opportunities”.
4. Design Principles to support a vision. (Idea of Context time vs System Time).
5. Building consensus through visual preference using a variety of ‘toolbox’ strategies.
6. Starter ideas showing flexible opportunities for short, mid and long term solutions.
7. Group discussion (notes attached as a PDF)

Action Items:

1. Core Group facilitators to collaborate and establish date for next workshop meeting.
2. Stakeholders to provide feedback regarding ‘vision’ ideas. (Good / Bad / other ideas to explore?) Information will be taken to create a consensus vision.
3. Stakeholders to provide key words / a statement to be incorporated into a consensus vision statement for the area.

At the conclusion of the presentation we discussed next step action items. In order to keep this project moving forward, it is important for us to get timely feedback from the core group, which we will be able to document and present back to you in the form of a consensus vision.



The facilitation team presented several 'high level' visionary ideas during the workshop that applied several of the design principles. Each idea has components that can influence the ways we think about speed, capacity, design vehicles and access management.

1. A look at the Alafaya Trail and University Boulevard intersection
 - a. Flexible phasing/implementation
 - b. Turning Radii (reduce to appropriate context and accommodate appropriate vehicle size).
 - c. Review of lane use. (2 left turns? 3 thru lanes?)
 - d. Create opportunities for safe pedestrian refuge mid crossing.
 - e. Utilize special pavement / large open landing areas that mark where pedestrians should be.
 - f. Use landscape appropriately to help buffer pedestrians from vehicular use zones. Use vegetation to channel pedestrians to designated street crossings.

2. A vision for University Blvd that creates separate facilities for automobiles, bicyclists and pedestrians, while creating an address for the businesses and various uses along the corridor.
 - a. Flexible phasing/implementation
 - b. Addition of landscape
 - c. Protected bike lanes
 - d. Parking
 - e. Wider sidewalks adjacent to the buildings rather than next to the street. (eliminating the conflict of motorists not looking for pedestrians as they make turning movements onto the street.)
 - f. Using a connected frontage road to help control access management

3. A vision for a comprehensive regional network that utilizes roadway segments in the Research Park and UCF to create parallel network to Alafaya Trail, connecting SR 50 at 408 (south) to McCulloch Road (north).
 - a. Flexible phasing/implementation
 - b. Understand the major corridors and their capacity. (Alafaya Trail, Rouse Road, McCulloch Rd, University Blvd and SR 50.)
 - c. Define the small grain road network that exists east of Alafaya Trail through the Research park and UCF.
 - d. By utilizing the existing roadways and repurposing several of the intersections, we can define a parallel roadway network to Alafaya Trail (north/south). We can then create a fine grained network of 2 lane, livable streets that connect Alafaya Trail and the new north/south road east to west.
 - e. The Vision for the new road is to keep them to the outside perimeter of the university. It is important to keep the character and maintain the functionality of the existing framework to encourage the pedestrian core created.



Framework for a vision: Starter ideas.

1. Accessible: Maximizing a barrier-free environment through a system of open space, great street networks and the appropriate balance of land use. Easily accessible. (Streets, Parking, Buildings & Facilities)
2. Connected: Smart growth conserves lands, promotes a high level of livability, and allows for transportation efficiency and walkability. Connectivity will improve and prove flexibility to access and route choice. Places need to be connected internally and externally, particularly for pedestrians and cyclists. The idea is to provide multiple routing options, to spread traffic loads and increase comfort. (Streets, Parks & Open Space, Sidewalks, Infrastructure and Land Uses)
3. Comfortable & Engaging: Comfort is created by being free of anxiety in one's physical environment. It is about having a positive experience by developing engaging environments that sustain interest. Comfort is natural surveillance provided by legitimate activity, the right mix of enclosure and views, a human scale, and protection from harsh elements such as wind, rain and the hot sun. It creates a feeling of safety. (Shade, Appropriate pedestrian scale, Multi-spaces and Walking distances)
4. Safe & Secure: The design should evolve towards a calm, friendly, and attractive place where the context encourages people to feel unstressed. (Visibility, Lighting and Activated Spaces)
5. Legible: Legibility relates to comfort (knowing one's location and way), accessibility (resources and places can be easily found), and connectedness (ability to take various routes). Legibility can be increased with prominent landmarks, architectural differentiation and preservation of views.



SUMMARY
Core Group 3rd Meeting
August 17, 2015



UCF/Alafaya Trail Pedestrian Safety Study

LOCATION: Orange County Public Works Building
Main Conference Room, 1st Floor
4200 S. John Young Parkway, Orlando, Florida 32801

TIME: 2:00 pm to 4:00 pm

CORE GROUP

ATTENDEES:

Chris Clemente, UCF – Student Government Association
Fred Kittinger, UCF – University Relations
Lee Kernek, UCF – Facilities
James Mangan, UCF – Police Department
Tony Nosse, FDOT – Safety
Heather Garcia, FDOT – Planning
Myles O’Keefe, LYNX
Kevin Miller, Orange County – Traffic Engineering
Christine Lofye, Orange County – Traffic Engineering
Ruby Rozier, Orange County – Traffic Engineering
Mike Wilson, Orange County – Sheriff’s Office
Jon Weiss, Orange County – Community, Environmental and Development Services

OTHER

ATTENDEES:

Marcos Marchena, UCF Board of Trustees
Lynette Rummell, Orange County Commissioner Ted Edwards (District 5)
Chris Testerman, Orange County – Administration
Ann Marie Varga, Orange County – Communications
Natruria Mitchell, Orange County – Engineering
Cathy Evajelo, Orange County – Public Works
Ian Phyers, Orange County – Transportation Planning

PROJECT TEAM:

Renzo Nastasi, Orange County – Transportation Planning
Brian Sanders, Orange County – Transportation Planning
Karen Maguire, Orange County – Transportation Planning
Tony Luke, LTEC
Paul Rhoads, LTEC
Heather Strong, LTEC
Ben Lytle, AECOM
Laura Turner, Laura Turner Planning Services



Orange County has initiated a pedestrian safety study for the University of Central Florida (UCF) area. The study limits are along Alafaya Trail (from Challenger Parkway to McCulloch Road), University Boulevard (from Rouse Road to Alafaya Trail), and McCulloch Road (from Alafaya Trail to North Orion Boulevard). An important component of this study is the input received from the area's key stakeholders, coming together as the study's advisors known as the Core Group.

Each Core Group member received a copy of the meeting agenda, presentation slides, and cost estimates/potential implementation. Here is a summary of the meeting.

Welcome and Introductions

Brian Sanders (Orange County Project Manager) welcomed the group on behalf of Orange County and the study team. Orange County has been working on this UCF area study since last fall. The Core Group's input continues to be important in as the study recommendations are finalized.

Presentation

The presentation covered: review of study limits and focus area; toolbox of FDOT approved countermeasures and solutions as well as previous studies; review of starter ideas and improvement concepts; and recommendations and estimated costs.

Overview and Toolbox

The study limits were reviewed, noting maintenance responsibilities for the existing roads. The study is focusing on Alafaya Trail (from Research Parkway to University Boulevard), University Boulevard (from Alafaya Trail to Quadrangle Boulevard), and the intersection of Alafaya Trail and Corporate/Gemini Boulevards. The following toolbox of design principles guided this study: accessibility, connectivity, legible signage, safety, and comfortable setting. Mr. Luke also reviewed the key items shared during stakeholder interviews that were held. Starter ideas were shared, providing examples of how this area could transform into a safe, more balanced transportation corridor while also creating an identity for the UCF area. The strategies and recommendations were vetted by UCF and FDOT before sharing with the Core Group and were generally acceptable.

Implementation Strategies

- Alafaya Trail and University Boulevard Crossing Treatments
 - Reducing the turn radii on all four corners to 25 feet
 - Create pedestrian refuges by extending and widening medians
 - Incorporate 12-foot wide textured pavement crosswalks
- Alafaya Trail and University Boulevard Crossing Treatments with Trees
 - Trees in medians and shoulders to encourage lower driving speeds and increase shade for pedestrians
 - Shrubs planted in median and between sidewalk and curb near intersections to guide desired crossings
- Alafaya Trail and University Boulevard Crossing Treatments with Improved Sidewalks
 - Sidewalks widened and moved away from curb
 - Improve LYNX bus stops adjacent to crossings
- Branding the UCF Area
 - Examples were shared with a range of simple steps to elaborate ones
- Intersection "Vision"
 - Looked at midblock crossings as well as minor road/driveway intersections
 - Phasing of improvements included: crossings with trees, as well as crossings with trees



- and improved sidewalks
- Estimated right-of-way needs were presented

Recommendations

- Major Intersections Physical Treatments
 - Reduce turning radii on all four corners to 25 feet
 - Create pedestrian refuges by extending and widening medians (remove dedicated turn lanes and realign roadway)
 - Increase pedestrian landing area
 - 12 foot-wide textured pavement crosswalks
- Major Intersections Operational Treatments
 - Provide flashing yellow arrows for right turn only lanes
- Midblock Crossings
 - Pedestrian hybrid beacon
 - Rectangular rapid flashing beacon (RRFB)
 - Bridge (Alafaya Trail/Solon Drive only)
- Minor Road/Driveway Improvements
 - Crosswalks – short term (sidewalks continue over driveways and textured pavement crosswalks)
 - Reduce turn radii on all four corners
 - Consolidate driveways and continue to provide internal connections and backage roads
 - Improvements should be made throughout the entire study area
- Over all Improvements
 - 5 major intersections
 - 2 midblock crossing treatments
 - 13 minor road/driveway treatments
 - Wider sidewalks throughout
 - Better lighting throughout
- Sidewalk Improvements
 - Pedestrian lighting throughout
 - Widen sidewalk to 12-foot minimum on east side of Alafaya Trail for multi-use trail
 - Widen sidewalk to 8-foot minimum on west side of Alafaya Trail and both sides of University Boulevard
 - Widen distance between street and sidewalk where possible
- Other Recommendations
 - Policy updates
 - Regulatory updates
 - Education programs (expansion of UCF program)
 - Continued collaboration among stakeholders
 - Funding sources – construction as well as maintenance
- Note that the pedestrian bridge is not a recommended option due to costs as well as multiple pedestrian crossings along Alafaya Trail
- Pedestrian lighting is recommended, even at mid-block crossings (similar to lighting found on International Drive)



- Draft cost estimates are provided on the presentation slides and in the costs handout

Core Group Discussion

After the project presentation, the Core Group was encouraged to share their concerns and ideas about the pedestrian and bicycle safety in this area. Here are the highlights of that discussion.

- Need to look at east-west connectivity as well as north-south (Jon Weiss)
- Few people are walking north-south; however, there are a lot of pedestrians crossing Alafaya Trail at McDonald's (on Alafaya Trail) through the woods to Gemini Boulevard on UCF campus (Lee Kernek)
 - Revisit the crossing at McDonald's, especially with the planned hotel/conference center across the street (Jon Weiss)
- Need to consider the short term and long term of maintenance costs as well as looking for private partners (Fred Kittinger)
- Consider creating a Transportation Management Association (TMA) to address these improvements (Fred Kittinger)
- Helpful to have a range of maintenance costs (Fred Kittinger)
- Consider non-physical improvements such as education during student orientation (Chris Testerman)
- Enforcement with students is a key component [UCF campus and Orange County work closely together in terms of enforcement]
- Talk to property owners on the west side of Alafaya Trail about planned driveway and sidewalk improvements (Lee Kernek)

Questions

- Are some pedestrians not using existing crosswalks? [Yes. All kinds of walking patterns were observed.]
- Are there crossings at bus stops? [Yes, for the most part.]
- Any mid-block crossings identified along Alafaya Trail and north of University Boulevard? [No due to the density of signals]
- Can we keep the right turn lanes and have the pedestrian features? [It's a possibility]
- Can you show us where right-of-way begins and ends? [Used aerial maps with property line overlays for the conceptual needs presented; more detailed study will be needed during the design phase]

Meeting Wrap Up

- Looking at funding sources for construction as well as maintenance
- Starting October 1, 2016, there will be \$380,000 allocated for design (pedestrian crosswalks, landscaping, lighting, low end scale improvements)
- Orange County is willing to make capital improvements on state roads (Alafaya Trail), but DOT will need to maintain
- Orange County will install improvements (such as lighting and alternative crosswalk textures), spending \$4 – \$6 million; FDOT, UCF, or others will need to maintain these improvements; keep



in mind for many of these improvements there is a 10-year life cycle so minimal maintenance

will be required early on

- Orange County will meet with FDOT related to permitting; there will be active coordination during design; want to make sure that what is designed is acceptable to FDOT

Next Steps

- Core Group should submit to the study team any comments on recommendations and costs
- One more meeting either with the Core Group or individual meetings with agencies that will be involved in project funding
- Finalize recommendations

Attachments: agenda, presentation slides, and cost estimates/potential

implementation cc: Attendees; Core Group Members not in attendance



SUMMARY

Core Group 4th Meeting

February 17, 2016

UCF/Alafaya Trail Pedestrian Safety Study

LOCATION: Orange County Public Works Building
Main Conference Room, 1st Floor
4200 S. John Young Parkway, Orlando, Florida 32801

TIME: 1:30 pm to 3:00 pm

CORE GROUP

ATTENDEES: [Heather has sign in sheet & she can update this listing to match that]

Fred Kittinger, UCF – University Relations
Lee Kernek, UCF – Facilities
Tony Nosse, FDOT – Safety
Jeff Reine, LYNX
Kevin Miller, Orange County – Traffic Engineering
Mike Wilson, Orange County – Sheriff's Office
Jon Weiss, Orange County – Community, Environmental and
Development Services

OTHER

ATTENDEES: Chris Testerman, Orange County – Administration
Ann Marie Varga, Orange County – Communications
Ian Phyers, Orange County – Transportation Planning

PROJECT TEAM: Renzo Nastasi, Orange County – Transportation Planning
Brian Sanders, Orange County – Transportation Planning
Anoch Whitfield, Orange County – Transportation Planning
Tony Luke, LTEC
Heather Strong, LTEC
Laura Turner, Laura Turner Planning Services

PREPARED BY: Laura Turner, Laura Turner Planning Services Date: 2-19-16

Orange County has initiated a pedestrian safety study for the University of Central Florida (UCF) area. The study limits are along Alafaya Trail (from Challenger Parkway to McCulloch Road), University Boulevard (from Rouse Road to Alafaya Trail), and McCulloch Road (from Alafaya Trail to North Orion Boulevard). An important component of this study is the input received from the area's key stakeholders, coming together as the study's advisors known as the Core Group.



Welcome and Introductions

Brian Sanders (Orange County Project Manager) welcomed the group on behalf of Orange County and the study team. Orange County has been working on this UCF area study since last fall. The Core Group's input continues to be important in as the study recommendations are finalized.

Presentation

Mr. Sanders made the presentation about the project, which covered: overview of public outreach, data analysis highlights, pedestrian channelization options, recommendations, review of capital and maintenance costs, and next steps. Each Core Group member was provided a copy of the presentation slides, which are attached for reference. A report is being drafted, documenting the study activities. Once the draft report is compiled, the study's recommendations will go before the Orange County Local Planning Agency (Planning and Zoning Commission) and the Board of County Commissioners for adoption.

Core Group Discussion

The Core Group was encouraged to share their thoughts about the study and that discussion is highlighted here.

- Note that the sidewalk widths and buffers are approximations and may change during design.
- Watch the fencing (especially within the medians) in terms of sight distances and the visual impacts.
- At Alafaya Trail and University Boulevard, pedestrians will cross during the "through" movement phase and "U" turns will be prohibited.
- A Memorandum of Understanding (between Orange County, FDOT, and UCF) will need to be in place before moving forward into design.
- Consider holding a work session with the Board of County Commissioners after the community meeting and before the public hearing.
- There is a need to educate UCF students about safety; physical improvements alone will not create a safer environment.
- "Bricks and mortar" projects need to be among the short term solutions so that is apparent that changes have been made. Median improvements (fencing and landscaping) and intersection improvements can be done in the short term.
- Stakeholders support the UCF shuttle service and enhancing this service could be a short term improvement.
- Short term solutions can include: landscaping and fencing (to channelize pedestrians) and enhanced or moved bus shelters. Other improvements that can be made within 3 years would be: re-signalization and median modifications. Intersection improvements would take longer to implement.
- Orange County needs to work with FDOT to make sure projects are included in the work program.
- The new INSYNC software will need to be interfaced with the SCOOT system used by UCF.
- Note that LYNX can only move a bus shelters once every five years.

Questions

- Will right turn lanes remain at the intersections with Alafaya Trail? If not, will sight distances be compromised? [Yes, so sight distances will not be compromised.]
- How will large vehicles handle the turns with the reduced radii? [There are multiple lanes at those intersections. Also, UCF has indicated that large delivery trucks do not use Alafaya Trail to enter campus.]
- What are short term improvements that can be done, in addition to education? [The following could be done in the short term:
 - Bus stop enhancements;



- Fencing;
 - Landscaping;
 - Limited intersection improvements and within right-of-way and outside travel lanes;
 - Expand UCF shuttle;
 - Pedestrian safety education;
 - Lighting;
 - Enhanced crosswalks; and
 - Wayfinding/signage/branding.
- Have right-of-way needs and costs been identified? If so, what is the range? [Not known at this time; likely the County will work with UCF first and then non-UCF properties.]
 - If improvements are outside the curb, there will likely be costs associated with utility relocations; do we know these costs? [They will be identified during design.]
 - For lighting, what exists and what will be added? [Lighting will be increased at all intersections and mid-block crossings.]
 - UCF will provide Orange County with estimates of monthly lighting bills to use as a benchmark in developing the project's costs.
 - Consider LED lighting to reduce poser costs.
 - Look at the project costs (in the handouts) as conceptual; these will be better defined during design.
 - UCF supports the plan. Additional coordination will be needed with other responsible parties in order for the plan to take hold.
 - FDOT will be involved with the engineering and design phase to ensure that medians and other design elements don't conflict with traffic operations and movements.

Education

Migk Wilson (MetroPlan Orlando) showed a video about cycling safety, which is used as part of an overall education series. It was suggested that these videos could be incorporated into the UCF education and awareness campaign.

Next Steps

- Orange County will meet with DOT and UCF regarding the Memorandum of Understanding
- Orange County will meet with LYNX regarding bus shelter locations and potential changes

Attachment: presentation slides

cc: Attendees;

Core

Group

Me



SUMMARY

Stakeholder Interviews

Held November 17 through 21, 2014

UCF/Alafaya Trail Pedestrian Safety Study

As part of the data collection efforts, six stakeholder interviews were held during the week of November 17, 2014. Here are the highlights of those interviews. Interviews were held with the following stakeholders, using the questions provided in Attachment A.

November 17 th	Central Florida Research Park – Carol Ann Dykes
November 17 th	Knights Circle – Rob Myers
November 18 th	Northview – Ellen Hughey, Seth Reder, and LaToya Moss
November 18 th	University Apartments – Adele Kelsey
November 19 th	Plaza on University – Amber Kenney
November 21 st	The Edge Orlando – Craig Galbo

Central Florida Research Park

Central Florida Research Park (CFRP) was created in 1978 in partnership with the University of Central Florida (UCF). With its location just south of UCF, the CFRP has become the 2nd largest research park in the United States with over 10,000 employees. Most of the businesses located within the CFRP are high tech oriented covering: simulation and training, hardware/building simulators, labs, sensors, electronics, robotics, and laser optics. There are few large parcels remaining for future development; therefore, any future development (and redevelopment) will be vertical. The roads located within the CFRP are private. About 48 to 60 students work with CFRP client groups.

Mobility Issues and Solutions

- Internal roads are private (would need to work with CFRP on any changes)
- Adequate sidewalks in place; consider making them wider, more inviting to encourage use
- More people out walking as well as cycling and jogging; professors seen riding their bicycles; no walkers on Challenger Parkway, mostly on Research Parkway
- Alafaya Trail and University Boulevard intersection is very dangerous and needs help; hotel/conference center being proposed in the southeast quadrant; new Plaza on University (retail and housing) in northwest quadrant
- In the summer, pedestrians looking for the quickest way to get out of the heat and rain; shelters or designated places to gather would help
- Not a lot of “in person” interaction between UCF and CFRP; if needed, the UCF shuttle is used (two buses loop through CFRP – routes 5 and 9)



- Growing “cut through” traffic through CFRP, especially since Woodbury Road opened; alternative to Alafaya Trail; concerns about having additional non-CFRP traffic using the private roads
- Peak times in the morning are staggered; however, afternoon peak travel time seems to be concentrated (adding to the congestion)
- Missing bike lanes in the area
- Bike racks will be added soon within CRFP
- No LYNX stop within CFRP; closest stops are along Alafaya Trail

Other Shared Observations

- Consider use of landscaping to funnel pedestrians to the desired crossings (similar to the changes at Fairbanks Avenue in front of Rollins College)
- Not many crosswalks along Alafaya Trail; lots of interaction between the students and UCF campus, also between the hotels and restaurants
- Consider mid-block crossings and have signals at official crosswalks
- Students are using the parking spaces at the Plaza at University as a “park and ride” lot to UCF
- No businesses with 24-hour shifts (no manufacturing in CFRP)
- Due to the need for experienced work force, few of the CFRP employees are millenials
- Increasing concerns/interest in having connectivity between the UCF/CFRP area and the Lake Nona area



Knights Circle

Knights Circle is located in the southeast quadrant of Alafaya Trail and McCulloch Road. It is the largest single, off-site college residential complex in the United States with 2,500 beds. The community is open 24 hours; however, office hours are limited to 9am to 7pm daily. About 90% of the residents are UCF students and employees; 7% are Valencia College students; others are Seminole State College and Full Sail students. Currently, Knights Circle is 99% occupied, with only 25 open beds; will have a wait list in the summer before the semester begins. There are two-, three-, and four-bedroom configurations. Knights Circle provides basic furniture (not TV); each resident has own bedroom and bathroom with shared common spaces.

Mobility Issues and Solutions

- Bike racks are located throughout the community
- Phase III is closest to the UCF campus and these residents tend to walk to campus; most take the shuttle
- No specific hazards for pedestrians or cyclists observed
- The University Boulevard/Alafaya Trail intersection is dangerous; a pedestrian overpass may draw pedestrians (rather than jaywalk)
- Existing sidewalks are in good condition; however, there are no sidewalks from the back entrance to Data Court; seems to have plenty of space to add sidewalks
- Overall lighting seems to be good
- Lots of students running recreationally; most along Corporate Drive
- Many Siemens employees (at the Quadrangle) walk to restaurants at lunch time, such as Crazy Moon and Tijuana Flats
- Distracted pedestrians and drivers are a BIG concern; sees that drivers make use of their “down” time (while waiting in traffic) to check phone information
- Inebriated students walk between Knights Circle and Mad Hatter
- Would like the shuttle service expanded (additional hours on the weekends as well as to other destinations like Waterford Lakes)
- Night time shuttle service recently expanded
- Suggested bus service to other destinations in the area, like Downtown Orlando and Cocoa Beach

Other Shared Observations

- No major renovations or investments anticipated in the near future; completed a \$42 million facelift three or four years ago; minor updates to happen include: new fitness center, gym, and clubhouse game room
- Overall, residents are well behaved; zero tolerance for crazy activities; one RA in each building



Northview

Northview is located in Seminole County, in the northeast quadrant of McCulloch Road and Lockwood Boulevard. Opened in Fall 2013, it is one of the newer residential communities, home to 600 residents. On the first floor are two faith based community centers: Hillel (Jewish) and campus ministries (Catholic), which serve residents and non-residents. Other sister properties are Knights Circle and the Rosen campus. No expansions are planned for the Northview community.

Mobility Issues and Solutions

- Majority of residents are UCF students and use the shuttle; Northview parking permit is required (eliminates the need for a campus parking permit)
- UCF shuttle stop is just outside the parking garage (behind the Chevron station); students tend to congregate inside the garage if it's hot or rainy (poses a safety problem); would like to have the shuttle stop at a different spot with shelter (a better place to congregate/gather)
- UCF shuttle is frequent; comes about every 10 or 15 minutes; or until full
- Bicycle parking provided on the first floor of the parking garage (used for employees and temporary visitors; students park on upper levels); bicycles must have Northview registration (not allowed to store in apartments)
- Crossing near the fire station is dangerous; just south of the fire station the sidewalk ends; need to fill the gaps in the sidewalk network; look at accessibility (especially in meeting ADA needs) to and from UCF campus along Orion Boulevard
- Additional crosswalks are needed in front of McDonald's
- Frequent accidents at the University Boulevard/Alafaya Trail intersection; pedestrian bridge would help
- Lighting is needed; add reflective surfaces

Other Observations Shared

- Northview is a hub of activity on game days; easy walk to the stadium
- Hillel is opening a full service Kosher restaurant in Spring 2015, which will draw non-residents to the property
- Likes the UCF banners (along University Boulevard and Alafaya Trail) as a means to announce that you're in a special place; difficult to have one grand entry to UCF campus since there are multiple access points
- Need to announce that you're in a different setting as you approach UCF; more awareness of surroundings is needed
- Need to be aware that there is a significant evening student population on the UCF campus (while there may be 10,000 employees leaving in the evenings, there are many night students arriving)
- Safety programs are conducted (active and passive) by the Seminole County Sheriff's Office and the University Police
- Northview (as well as the UCF campus) has protocols for every type of emergency (from lock downs to hurricane evacuations)

University Apartments



University Apartments is located just south of the University Boulevard and Alafaya Trail intersection along the west side of Alafaya Trail. This residential complex has had the same owner for the last 28 years and is not affiliated with UCF. There are 180 residents, with about half being students. The complex consists mostly of two-bedroom units.

Mobility Issues and Solutions

- With the absence of barriers, pedestrians cross Alafaya Trail where it's convenient; happens at several locations along Alafaya Trail
- LYNX bus stop is in front of the complex as well as across the street
- Students walk to campus rather than drive; many of the students come without a car
- There are a lot of bicycles (many have them even if they have a car); able to park in stairwells and in apartments
- On game days, it appears that there are private buses that drop off and pick up students at Habaneros (just north of University Apartments)
- Overpass at University Boulevard and Alafaya Trail may be helpful
- UCF shuttle does not stop at University Apartments; some residents have been walking to The Sterling (residential community just to the south) for the closest shuttle stop

Other Shared Observations

- A lot of students are hit coming out of the area bars; most recently on November 4th; lots of accidents at Knights Pub and The Next Door (not far from University Apartments)
- There is a lot of under aged drinking; worse on Fridays, game nights, and weekends
- Anticipates the corridor to have more intense development; every piece of available land will be used to build residential communities (or supporting services)



Plaza on University

Plaza on University is a mixed use community located in the northwest quadrant of University Boulevard and Alafaya Trail and just opened in Fall 2014. The community is 100% leased with 1,309 residents, primarily UCF students. Space is leased by the room (private space) with shared common areas. Each apartment is fully furnished. Rent is all inclusive (cable, internet, pest control) with a cap for utilities. There is a parking garage and residents pay to park here. The ground level will be retail with the following tenants: Bar Louie, Burger Fi, Floyd's Barbershop, GNC, Blades Pizza, Spoleto; some of which are now open and some will be open early next year.

Mobility Issues and Solutions

- There are two shuttle stops on the property; runs frequently every 10 – 15 minutes; shuttles are well used; asset
- Signals are needed at pedestrian crossings
- LYNX bus stop on University Boulevard and Turbine Drive
- There seems to be adequate parking; the first two levels are for retail customers (no charge); 200 residents are without vehicles
- There are bike racks on property, outside the parking garage
- Pedestrian bridge at University Boulevard and Alafaya Trail may be helpful; concerned about blocking signage identifying Plaza on University

Other Shared Observations

- Lighting does not seem to be a problem
- There's security on property; also oversees garage parking; additional security on game days
- Retail at Plaza on University is different from the surrounding retail, so not competing
- Measures taken to create a safe environment: well lit areas, locks on residential bedrooms, front door locks, and garage gates; cameras throughout the property
- 20 employees with 11 living on property
- Students need to be more cautious and aware



The Edge Orlando

The Edge Orlando is located on the west side of Alafaya Trail at Research Parkway. This community was built in 1999 and was purchased by the current owner in 2005. There are 930 residents and most are UCF and Valencia College students and currently at 100% occupied. Currently, there is no waiting list.

Mobility Issues and Solutions

- Majority of UCF students in the complex use the shuttle (easier; safe to use); runs from 7 am to 10 pm (Monday through Friday); operates randomly on Saturdays; also runs on game days; runs every 10 to 15 minutes
- Bicycle racks located throughout the property; every two buildings or so
- Alafaya Trail is dangerous
- LYNX bus stops on Alafaya Trail; within 50 feet of the entrances
- Residents walk frequently to the nearby Walgreen's; also walk to local bars; not well lit (especially for the walks to the local bars)
- Need a weekend circulator (suggested name: "Knight Rider")
- Wider sidewalks would help
- Would be helpful to have regular shuttles to Publix and Waterford Lakes
- 70% to 80% of residents have cars
- Parking pass at UCF is \$89 per semester (\$120 per semester for specific garages)
- Pedestrian bridge may help; however, recognizes that it will cost a lot of money to build
- Consider use of reflective wristbands as students exit bars

Other Shared Observations

- Minor upgrades ongoing; different improvements scheduled for each year
- Issues involve drunken pedestrians and distracted pedestrians
- Have a blueprint that will guide future redevelopment of area, especially in providing additional connectivity options

Summary

- Alafaya Trail is dangerous for all modes, especially pedestrians; need for additional crosswalks with signals
- Distracted pedestrians and drivers contribute to the dangerous traveling environment along Alafaya Trail
- UCF shuttle is asset and is well used; would like expansion of service
- Need to fill in sidewalk gaps
- Need to establish visual cues to convey that one is in a different setting (more pedestrians, less high speed vehicles)
- Mix of pedestrians trip purposes; recreational as well as travel to/from UCF
- Need more lighting/reflective surfaces for safer night time environment
- Need broader education/awareness of setting as move through it (not a high speed raceway)



Attachment A

List of Questions Used During Stakeholder Interviews

- What is the nature of the business or residential community and how are you tied to the UCF community? What are your business hours?
- What percentage of your business (or residential community) is made of UCF students/employees? How are they likely to travel to you?
- How do your employees/tenants get to work/school? Do they use transit, bikes, or walk?
- What are your concerns about the walking environment in the UCF area?
- Do you have any suggestions about to make walking in the UCF area safer and more inviting?
- Does your business/residential community have a UCF shuttle or LYNX bus stop nearby? Is it well used?
- Do you have bike racks on your property?
- Are there any locations that you can identify that seem particularly hazardous for pedestrians and cyclists?
- What do you like most about the corridor that you would like to see preserved?
- What do you dislike about the corridor that you would like to see changed?
- What is your vision for future development?
- Discuss any potential roadblocks you see in terms of future development.
- What criteria are most important in terms of development in the area for you? (such as: cost, locale, distance, traffic, security, safety, capability for future growth. parking)?



Appendix B – Speed Data Summaries






UCF Area Pedestrian Safety Study

Posted Vs. Actual Speeds

For Survey Period Observed (Fri, Sat, Mon):

- Representative Vehicles Speeds 4 MPH to 9 MPH Higher than Posted Speed
- High Vehicle Speeds & Pedestrians/Bicycles Results in Dangerous Environment

	Posted Speed Limit	
Observed Vehicle Speeds		
Observed Operating Speeds in MPH (85th Percentile)		
	<u>All</u>	
	<u>Observations</u>	<u>Fri/Sat Night</u>
Alafaya Tl	53.0	44.9 / 42.8
University Bv	49.3	38.0 / 35.3
McCulloch Rd	53.1	49.1 / 46.1



Appendix C – Recommended Alafaya Trail Cross Sections – FDOT Study





RECOMMENDED CROSS SECTION

Figure 8: Section 1 – SR 50/Colonial Drive to Science Drive (Recommended Alternative D)



RECOMMENDED CROSS SECTION

Figure 9: Section 2 – Science Drive to McCulloch Road (Recommended Alternative B)



Appendix D – Intersection Signalization Improvements Recommendations





Alafaya Trail & University Blvd

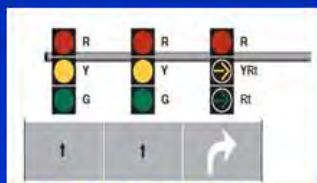
EBR, NBR, SBR:

- Protected Overlap Right Turns OR
- Prot/Perm OV (FYA Right Turn)
- Prohibit U-Turns (NBL, EBL, WBL)

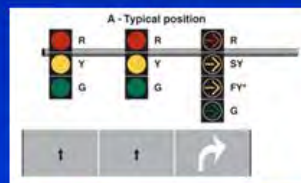
2012 PM PK HR TMC



Overlap



Protected Overlap
(NO RTOR)



Prot/Perm FYA Overlap
RT W/ FYA



Alafaya Trail & Gemini Blvd

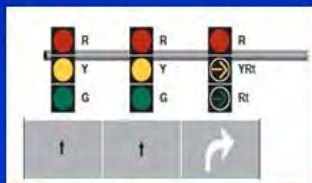
NBR, SBR:

- Protected Overlap Right Turns OR
- Prot/Perm OV (FYA Right Turn)
- Prohibit U-Turns (EBL, WBL)

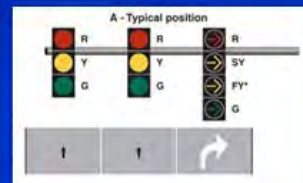
2012 PM PK HR TMC



Overlap



Protected Overlap
(NO RTOR)



Prot/Perm FYA Overlap
RT W/ FYA





Alafaya Trail & Central FL Blvd

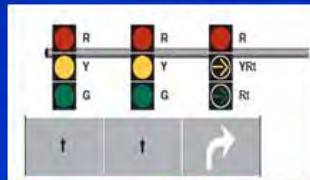
2012 PM PK HR TMC

NBR, WBR:

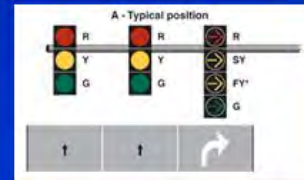
- Protected Overlap Right Turns OR
- Prot/Perm OV (FYA Right Turn)
- Prohibit U-Turns (WBL, SBL)



Overlap



Protected Overlap
(NO RTOR)



Prot/Perm FYA Overlap
RT W/ FYA



Alafaya Trail & Research Pkwy University Blvd & Quadrangle Blvd

2012 PM PK HR TMC

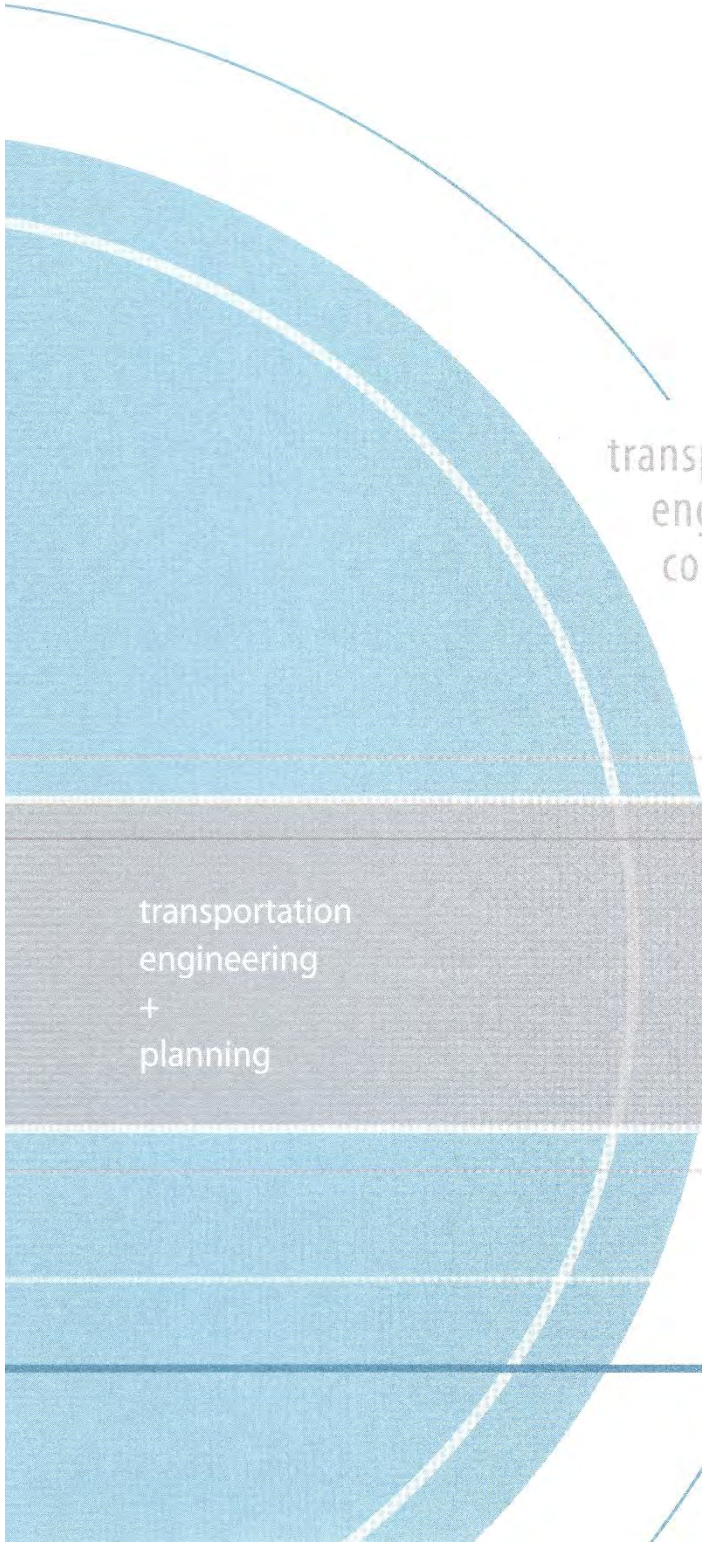
All 4 Approaches:

- All 4 Approaches are Shared Thru Right Turn Movements
- Recommend FYA With Circular Green (FYA W/ CG) and Yield to Peds Sign



Circular Green for Thru with FYA
for RT & Yield to Ped Sign





luke
transportation
engineering
consultants

[mailing address]
po box 941556 maitland florida 32794-1556

transportation
engineering
+
planning

29 east pine street orlando florida 32801
[phone] 407 423 8055 [fax] 407 423 8022

CONTRACT

Y18-800

THIS CONTRACT made and entered into this _____ day of _____ 20____,
by and between the:

BOARD OF COUNTY COMMISSIONERS
201 S. Rosalind Avenue
Orlando, Orange County, Florida

a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and:

> _____
> _____
> _____
FEDERAL I. D. # > _____

hereinafter referred to as "CONSULTANT".

RECITALS

WHEREAS, the COUNTY desires to retain professional consulting services for DESIGN SERVICES FOR UCF/ALAFAYA TRAIL PEDESTRIAN STUDY (FROM CHALLENGER PARKWAY TO MCCULLOCH ROAD AND UNIVERSITY BOULEVARD FROM QUADRANGLE BOULEVARD TO ALAFAYA TRAIL)

WHEREAS, the COUNTY desires to employ the CONSULTANT in connection with the services required, upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of obtaining such employment and of performing such services upon said terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

I
SCOPE OF SERVICES/SPECIAL PROVISIONS

The CONSULTANT shall diligently and in a timely manner perform professional services for Orange County in connection with the DESIGN SERVICES FOR UCF/ALAFAYA TRAIL PEDESTRIAN STUDY (FROM CHALLENGER PARKWAY TO MCCULLOCH ROAD AND UNIVERSITY BOULEVARD FROM QUADRANGLE BOULEVARD TO ALAFAYA TRAIL) Project. The scope of services/special provisions is described in Exhibit A, Scope of Services, entitled, "DESIGN SERVICES FOR UCF/ALAFAYA TRAIL PEDESTRIAN STUDY (FROM CHALLENGER PARKWAY TO MCCULLOCH ROAD AND UNIVERSITY BOULEVARD FROM QUADRANGLE BOULEVARD TO ALAFAYA TRAIL)", which is attached to this Contract, and incorporated by reference herein. Any and all scope of services/special provisions hereto which vary from the general provisions shall have precedence. Any and all

drawings shall have precedence over written specifications.

II **PAYMENT**

A. **FEES:** The COUNTY agrees to pay the CONSULTANT for the services described in Exhibit A, a lump sum fee \$>_____said compensation to be paid as set forth herein. Payment shall be based upon method(s) established at time of award. The scope and fee for Phase II shall be negotiated after Phase I design has been completed. Phase II will be incorporated into the contract via amendment.

B. **PAYMENTS:** The COUNTY shall pay the CONSULTANT in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

Progress payments shall be due and payable monthly in proportion to the percentage of work approved and accepted, in writing, by the COUNTY. All invoices shall be prepared in the format prescribed by the COUNTY. When an invoice includes charges from a subconsultant, the subconsultant's invoice/backup shall accompany the CONSULTANT'S invoice. A separate Pay Item Breakdown sheet for the CONSULTANT and each subconsultant shall accompany each invoice. The CONSULTANT'S Pay Item Breakdown sheet shall include, in aggregate, the CONSULTANT'S and subconsultant's pay items.

All requests for payment must be accompanied by a narrative description of the scope of services from Exhibit A performed by the CONSULTANT and subconsultants during the period covered by the invoice. The narrative shall also describe the work to be performed during the next billing period. See additional requirements regarding M/WBE subconsultants specified in Article XIII-D.

C. **SUSPENSION OF PROGRESS PAYMENTS BY COUNTY:** In the event the CONSULTANT falls fifteen (15%) percent behind the Project completion schedule submitted in conformance with Article XI, Paragraph B of this Contract, no further progress payments will be made until the CONSULTANT brings the Project back on schedule or a revised schedule is submitted and approved or until all work has been completed and accepted the COUNTY.

D. **PAYMENT IN EVENT OF TERMINATION BY COUNTY:** In the event this Contract is terminated or canceled prior to completion, payment shall be made in accordance with the provisions of Article VII.

E. **CHANGES WITHIN SCOPE; ALLOWANCE OF ADDITIONAL COMPENSATION:** If instructed to do so by the COUNTY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. In all disputes arising over the right to additional compensation, the COUNTY shall determine whether substantial acceptable work has been done on documents such that changes, revisions or preparation of additional documents should result in additional compensation to the CONSULTANT. The Consultant's Proposals for additional compensation shall be based on the fee schedule set forth in Exhibit B.

A written modification to the Contract shall be executed by both parties to reflect the additional services and cost of same, prior to commencement of performance

F. **TRAVEL AND PER DIEM:** Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statute, and Exhibit C, attached.

G. **FEE LIMITATION CLAUSE:** The CONSULTANT shall utilize the same hourly rates and multiplier in fee negotiations for subsequent phases of this project, except as provided by Article II, paragraph I, Price Adjustment. The number of hours required to complete each subsequent phase shall be negotiated at such time as the COUNTY initiates fee negotiations for that phase.

H. **MULTIPLIERS**

The following multipliers are applicable to this contract and shall remain in effect and unchanged for the duration of the contract, including any extensions thereto:

1.	Prime Consultant	Multiplier
	>	>
2.	Sub-Consultants	Multiplier
	>	>
	>	>

I. **PRICE ADJUSTMENT**

Written request for a price adjustment may be made only under the following conditions:

- i. If a project specific contract's performance period exceeds three years a price adjustment may be requested not more than 60 days after the end of the three year period and for each annual period thereafter or for the remaining period of the contract if less than one year.
- ii For continuing contracts with a performance period that exceeds three years, an adjustment may be requested not more than 60 days after the end of three years.
- iii Retroactive requests for price adjustments will not be considered.

The provisions of this clause shall not apply to contracts with fees based on ranges. Retroactive requests for price adjustments will not be considered.

Any request for a price adjustment will be subject to negotiation and must be approved by the Manager, Procurement Division. Any request for such increase shall be supported by adequate justification to include Consumer Price Index (CPI) documentation. The CPI documentation shall be based on the All Items, CPI-U, U.S. City Average, not seasonally adjusted index. The prevailing CPI in the month when the contract was executed by the County shall be the base period from which changes in the CPI will be measured for the initial request for a price adjustment. Any subsequent requests for a price adjustment shall be based on the CPI prevailing in the month when an amendment effecting a previous

price adjustment was executed by the County.

The maximum allowable increase shall not exceed the percent change in the CPI from the base period (either the month when the contract was executed by the County or the month when an amendment effecting a price adjustment was executed by the County) to the CPI prevailing at time of request for a price adjustment and in no case shall it exceed 4%. Any price adjustment shall only be effective upon the execution of a written amendment to the contract executed by both parties.

III DESIGN WITHIN FUNDING LIMITATIONS

- A. The CONSULTANT shall accomplish the design services required under this Contract, when applicable, so as to permit the award of a contract (using standard Orange County procedures for the construction of the facilities) at a price that does not exceed the estimated construction contract price as set forth in paragraph C below. When bids or Proposals for the construction contract are received that exceed the estimated price, the CONSULTANT shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Contract.

However, the CONSULTANT shall not be required to perform such additional services at no cost to the COUNTY if the unfavorable bids or Proposals result from conditions beyond the CONSULTANT'S reasonable control. The COUNTY shall exercise reasonable commercial judgment in making the controlling determinations as to whether such conditions are within the reasonable control of the CONSULTANT.

- B. The CONSULTANT will promptly advise the COUNTY if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the COUNTY will review the CONSULTANT'S revised estimate of construction cost. The COUNTY may, if it determines that the estimated construction contract price set forth in this Contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph C below, or the COUNTY may adjust such estimated construction contract price via amendment to this Contract. When bids or Proposals are not solicited or are unreasonably delayed, the COUNTY shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or Proposals to determine compliance with the funding limitation.
- C. The estimated construction contract price for the project described in this Contract is **\$8,829,400**, or as modified by the County.

D. THE CONSULTANT and its subsidiaries or affiliates who designed the project shall be ineligible for the award of the construction contract for that project.

IV
RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this Contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- B. The Project Manager and the Project Engineer must be two separate individuals. Both must be professional engineers registered in the State of Florida.
- C. Substitution of the Project Manager, Project Engineer or Other Key Personnel: The CONSULTANT shall not substitute any key personnel without the prior written approval of the Manager of the Procurement Division. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed substitute. Approval of the request shall be at the discretion of the COUNTY. Further, the COUNTY, in lieu of approving a substitution, may initiate other actions under the contract, including termination.
- D. Neither the COUNTY'S review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the COUNTY in accordance with applicable law for all damages suffered directly or indirectly by the COUNTY caused by the CONSULTANT'S negligent performance of any of the services furnished under this Contract. The rights and remedies of the COUNTY provided for under this Contract are in addition to any other rights and remedies provided by law.
- E. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- F. The COUNTY may require in writing that the CONSULTANT remove from the Work any of the CONSULTANT'S personnel that the COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Contract Amount or Contract Time based on the COUNTY's use of this provision will be valid. CONSULTANT shall indemnify and hold the County harmless from and against any claim by CONSULTANT'S personnel on account of the use of this provision.
- G. For contracts requiring design services, the CONSULTANT shall comply with the following requirements:
 - 1. Concurrent with submission of the 90% design submittal to the user division, the CONSULTANT shall provide a copy to the Procurement Division, 400 E. South St., 2nd Floor, Orlando, FL 32801

2. Concurrent with the submission of the 100% design submittal to the user division, the CONSULTANT shall submit a complete breakdown of the subcontracting opportunities for the project based on traditional industry practices and their expertise to the Business Development Division, 400 E. South St., Orlando, FL 32801. This information will identify subcontracting elements such as electrical, trucking, sodding, surveying, etc. with the estimated percentage of the total project represented by each subcontracting element.
3. Direct Purchases: For projects for which construction is valued at \$10,000,000, or for lesser amounts as determined by the COUNTY, the COUNTY may, at its discretion, use the direct purchase method for large dollar value equipment and materials. The CONSULTANT shall, for those projects meeting this criterion, identify all items to be incorporated into the work for which the estimated cost is \$100,000 or more, for potential direct purchase by the COUNTY. A separate listing of these items with quantities and estimated cost shall be provided with the 90% design documents to the user division and to the Procurement Division at address shown above.

V

COUNTY'S RIGHTS AND RESPONSIBILITIES

The COUNTY shall:

- A. Furnish the CONSULTANT with existing data, plans, profiles, and other information necessary or useful in connection with the planning of the program that is available in the COUNTY'S files, all of which shall be and remain the property of the COUNTY and shall be returned to the COUNTY upon completion of the services to be performed by the CONSULTANT.
- B. Make COUNTY personnel available on a time-permitting basis, where required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely within the discretion of the COUNTY.

VI

COUNTY'S 'DESIGNATED' REPRESENTATIVE

It is understood and agreed that the COUNTY designates the COUNTY ADMINISTRATOR, or designated representative, to represent the COUNTY in all technical matters pertaining to and arising from the work and performance of this Contract. The COUNTY ADMINISTRATOR, or designated representative, shall have the following responsibilities:

- A. Examination of all reports, sketches, drawings, estimates, Proposals, and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the COUNTY'S approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- B. Transmission of instructions, receipt of information, and interpretation and definition of COUNTY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.

- C. Prompt written notice by the COUNTY to the CONSULTANT whenever the COUNTY observes, or otherwise becomes aware of, any defects or changes necessary in the Project.

VII
TERMINATION OF CONTRACT

A. TERMINATION FOR DEFAULT:

The County may, by written notice to the CONSULTANT, terminate this contract for default in whole or in part (task authorizations, if applicable) if the CONSULTANT fails to:

1. provide products or services that comply with the specifications herein or fails to meet the County's performance standards
2. deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. make progress so as to endanger performance of this contract
4. perform any of the other provisions of this contract.

Prior to termination for default, the County will provide adequate written notice to the CONSULTANT through the Manager, Procurement Division, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONSULTANT in accordance with the County's Procurement Ordinance. The CONSULTANT shall be liable for any damage to the County resulting from the Consultant's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

In the event of termination by the County for any cause, the CONSULTANT will have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the CONSULTANT shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
4. Continue and complete all parts of that work that have not been terminated.

If the CONSULTANT'S failure to perform the contract arises from causes beyond the control and without the fault or negligence of the CONSULTANT, the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. TERMINATION FOR CONVENIENCE:

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination shall provide the Consultant thirty (30) days prior notice before it becomes effective. A termination for convenience may apply to individual purchase orders or to the contract in its entirety.

C. PAYMENT IN EVENT OF TERMINATION:

If this Contract is terminated before performance is completed, the CONSULTANT shall be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount that is the same percentage of the Contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the Contract. Any additional costs incurred by the COUNTY as a result of such termination shall be deducted from the amount due the CONSULTANT, in the event the Contract termination is for cause as described herein.

D. TERMINATION NOTICE

The Manager, Procurement Division, shall issue any and all notices involving termination of this contract.

**VIII
INDEMNITY/INSURANCE AND SAFETY REQUIREMENTS**

Consultant agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Consultant is not intended to and shall not in any manner limit or qualify the liabilities assumed by Consultant under this contract. Consultant is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Consultant shall require and ensure that each of its sub-consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- Commercial General Liability - The Consultant shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 per occurrence. Consultant further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

- Business Automobile Liability - The Consultant shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Consultant does not own automobiles the Consultant shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

- Workers' Compensation - The Consultant shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Consultant using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

Waiver of Subrogation- WC 00 03 13 or its equivalent

- Professional Liability- with a limit of not less than \$1,000,000 per occurrence/claim

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Consultant most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Consultant agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP)

during the life of this contract the Consultant agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Consultant of the obligation to provide replacement coverage.

By entering into this contract Consultant agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Consultant to enter into a pre-loss agreement to waive subrogation without an endorsement, then Consultant agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Consultant shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Consultant shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Consultant shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Consultant shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County Board of County Commissioners
c/o Procurement Division
400 E. South Street
Orlando, Florida 32801

INDEMNIFICATION- CONSULTANTS:

The CONSULTANT to the extent permitted in Section 725.08, Florida Statutes shall defend, indemnify and hold harmless the COUNTY and its officers and employees from liabilities damages, losses, and costs (including attorney's fees) to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of this Contract. The remedy provided to the COUNTY by this paragraph shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise and shall survive the termination of this Contract.

SAFETY AND PROTECTION OF PROPERTY (for services provided on the premises of Orange County)

The Consultant shall at all times:

- Initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.
- Take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.
- Take all reasonable precautions to prevent damage or loss to property of Orange County, or of other vendors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.
- Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:
 - Occupational Safety and Health Act (OSHA)
 - National Institute for Occupational Safety & Health (NIOSH)
 - National Fire Protection Association (NFPA)
 - American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)
- The Consultant must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address listed below:

<http://www.orangecountyfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

IX

TRUTH IN NEGOTIATION AND MAINTENANCE AND EXAMINATION OF RECORDS

- A. The Consultant hereby represents, covenants and warrants that wage rates and other factual unit costs supporting the compensation provided for in this Contract are accurate, complete and current as of the date of contracting. It is further agreed that the Contract price shall be adjusted to exclude any amounts where the County determines the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.
- B. The Consultant shall keep adequate records and supporting documents applicable to this Contract. Said records and documentation shall be retained by the Consultant for a minimum of five (5) years from the date of final payment on this contract. If any litigation, claim or audit is commenced prior to the expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.
- C. If applicable, time records and cost data shall be maintained in accordance with generally accepted accounting principles.

This includes full disclosure of all transactions associated with the contract. Also, if applicable, all financial information and data necessary to determine overhead rates in accordance with Federal and State regulatory agencies and the contract shall be maintained.

- D. Consultant's "records and supporting documents" as referred to in this Contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, invoices, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the County's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract document.

Such records and documents shall include (hard copy, as well as computer readable data, written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating worksheets; correspondence; change order files (including pricing data used to price change proposals and documentation covering negotiated settlements); back-charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Consultant records which may have a bearing on matters of interest to the County in connection with the Consultant's dealings with the County (all foregoing hereinafter referred to as "records and supporting documents") to the extent necessary to adequately permit evaluation and verification of:

- 1) Consultant compliance with contract requirements; or
- 2) Compliance with provisions for pricing change orders; or
- 3) Compliance with provisions for pricing invoices; or
- 4) Compliance with provisions regarding pricing of claims submitted by the Consultant or his payees; or
- 5) Compliance with the County's business ethics; or
- 6) Compliance with applicable state statutes and County Ordinances and regulations.

- E. Records and documents subject to audit shall also include those records and documents necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Contract. In those situations where Consultant's records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), Consultant agrees to provide the County's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats.

- F. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary throughout the term of this contract and for a period of five (5) years after final payment. Such activity shall be conducted during normal business working hours. The County, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying.
- G. The County, during the period of time defined by the preceding paragraph, shall have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Consultant as concerns the aforesaid records and documentation.
- H. Records and documentation shall be made accessible at the Consultant's local place of business. If the records are unavailable locally, it shall be the Consultant's responsibility to insure that all required records are provided at the Consultant's expense including payment of travel and maintenance costs incurred by the County's authorized representatives or designees in accessing records maintained out of the county. The direct costs of copying records, excluding any overhead cost, shall be at the County's expense.
- I. Consultant shall require all payees (examples of payees include sub Consultants, insurance agents, material suppliers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Consultant and payee. Such requirements include a flow-down right of audit provisions in contracts with payees, which shall also apply to Sub Consultants and Sub-sub Consultants, material suppliers, etc. Consultant shall cooperate fully and shall cause all aforementioned parties and all of Consultant's sub Consultants (including those entering into lump sum subcontracts and lump sum major material purchase orders) to cooperate fully in furnishing or in making available to the County from time to time whenever requested in an expeditious manner any and all such records, documents, information, materials and data.
- J. The County's authorized representatives or designees shall have reasonable access to the Consultant's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall have adequate and appropriate work space, in order to conduct audits in compliance with this article.
- K. Even after a change order proposal has been approved, Consultant agrees that if the County later determines the cost and pricing data submitted was inaccurate, incomplete, not current or not in compliance with the terms of the Contract regarding pricing of change orders, then an appropriate contract price reduction will be made. Such post-approval contract price adjustment will apply to all levels of Consultants and/or sub Consultants and to all types of change order proposals specifically including lump sum change orders, unit price change orders, and cost-plus change orders.

- L. If an audit inspection or examination by the County, or its designee, in accordance with this article discloses overpricing or overcharges (of any nature) by the Consultant to the County in excess of one-half of one percent (.5%) of the total contract billings, the reasonable actual cost of the County's audit shall be reimbursed to the County by the Consultant. Any adjustments and /or payments that must be made as a result of any such audit or inspection of the Consultant's invoices and/or records and supporting documents shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the County's findings to the Consultant.

X

OWNERSHIP OF DOCUMENTS

It is understood and agreed that all documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its services hereunder and are the property of the COUNTY upon acceptance of same by the COUNTY.

XI

WORK COMMENCEMENT/PROGRESS/DELAYS

- A. **COMMENCEMENT AND TERM OF JOB:** The services to be rendered by the CONSULTANT shall be commenced subsequent to the execution of this Contract and upon written notice to proceed from the Department Director or designee. Services shall be completed within **365** days after Notice to Proceed.
- B. **JOB SEGMENT DEADLINES:** A detailed segment completion schedule has been approved by the COUNTY. Said segment completion schedule is attached hereto as Exhibit D and made a part hereof by this reference. The purpose of this schedule is to:
1. Provide job segment deadlines for the CONSULTANT upon which the COUNTY may rely;
 2. Provide guidance for the COUNTY in honoring the CONSULTANT'S monthly invoices for progress payments called for in Article II(B) hereof; and
 3. Provide a framework against which the COUNTY may suspend progress payments as provided in Article II C hereof.
- C. **CONFERENCES:** The COUNTY will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of the COUNTY, or of other agencies interested in the Project on behalf of the COUNTY. Either party to the Contract may request and be granted a conference.

- D. **DELAYS NOT FAULT OF CONSULTANT; DISCRETIONARY EXTENSIONS OF COMPLETION TIME BY COUNTY:** In the event there are delays on the part of the COUNTY as to the approval of any of the materials submitted by the CONSULTANT, or if there are delays occasioned by circumstance beyond the control of the CONSULTANT which delay the Project Schedule completion date, the COUNTY may grant to the CONSULTANT, by "Letter of Approval of Project Schedule" an extension of the Contract time or revision to the Project Schedule, equal to the aforementioned delays, provided there are no changes in compensation or scope of work. It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient Contract time remains within which to complete services on the Project. In the event there have been delays which would affect the Project completion date, the CONSULTANT shall submit a written request to the COUNTY which identifies the reason(s) for the delay and the amount of time related to each reason.

The COUNTY will review the request and make a determination as to granting all or part of the requested extension.

2. **SUSPENSION OF WORK BY COUNTY:**

- B. Right of COUNTY to Suspend Work and Order Resumption – The performance of CONSULTANT'S services hereunder may be suspended by the COUNTY at any time. However, in the event the COUNTY suspends the performance of CONSULTANT'S services hereunder, it shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by CONSULTANT. The COUNTY shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT prior to the effective date of such suspension. COUNTY shall thereafter have no further obligation for payment to the CONSULTANT unless and until the COUNTY notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed. Upon receipt of written notice from the COUNTY that CONSULTANT'S services hereunder are to be resumed, CONSULTANT shall complete the services of CONSULTANT called for in This Contract and CONSULTANT, shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to him under this Contract, same to be payable in the manner specified herein.

In no event will the compensation or any part thereof become due or payable to CONSULTANT under this Contract unless and until CONSULTANT has attained that stage of work where the same would be due and payable to CONSULTANT under the provision of this Contract.

- C. Renegotiation by CONSULTANT; Right to Terminate – If the aggregate time of the COUNTY'S suspension or suspension of CONSULTANT'S services exceeds one hundred twenty (120) days, then CONSULTANT and COUNTY shall, upon request of CONSULTANT, meet to assess the services remaining to be performed and the total fees paid to CONSULTANT hereunder.

The parties shall then have the opportunity of negotiating a change in fees to be paid to the CONSULTANT for the balance of the services to be performed hereunder. No increase in fees to the CONSULTANT shall be allowed unless based upon clear and convincing evidence of an increase in CONSULTANT'S costs attributable to the aforesaid suspensions. If an increase in the CONSULTANT'S cost is demonstrated by clear and convincing evidence and the COUNTY refuses to increase said fees, CONSULTANT may terminate this Contract by delivering written notice thereof to the COUNTY within ten (10) days after the COUNTY has given notice of its refusal to increase said fees.

XII

STANDARDS OF CONDUCT

- A. The CONSULTANT represents that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract.
- B. The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin in the performance of work under this Contract.
- C. The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of this Contract will be immediately disclosed in writing to the COUNTY. Violation of this section will be considered as justification for immediate termination of this Contract under the provisions of Article VII.
- D. The CONSULTANT and its subsidiaries or affiliates who designed the project, shall be ineligible for the award of the construction contract for that project.

XIII

MINORITY/WOMEN EMPLOYMENT PARTICIPATION

- A. The CONSULTANT shall be responsible for reporting Minority/Women Business Enterprise (M/WBE) subconsultant Contract dollar amount(s) for the M/WBE subconsultant(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the County. Quarterly updated M/WBE utilization reports and Employment Data, Schedule of Minorities and Women reports are to be

submitted every quarter during the term of the contract. Additionally, the Consultant shall ensure that the M/WBE participation percentage proposed in the Consultant's Proposal submitted for this Contract is accomplished.

- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The CONSULTANT shall be responsible for reporting local minority/women employment percentage levels within the firm and the minority/women employment percentage levels that the firm anticipates utilizing to fulfill the obligations of this Contract. The report(s) shall be submitted to the Business Development Division, on a quarterly basis during the life of the Contract.
- D. The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to **all sub-consultants** utilized by the prime consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual MWBE participation achieved by the Prime Consultant prior to the issuance of final payment.
- E. The awarded prime consultant shall not substitute, replace or terminate any M/WBE firm without prior written authorization from the Business Development Manager. In the event a certified M/WBE sub-consultant's sub-contract is terminated for cause, the CONSULTANT shall justify the replacement of that sub-consultant with another certified M/WBE firm, in writing to the Business Development Division, accompanied by the Project Manager's recommendation.
- F. It is the intent of the COUNTY to insure prompt payment of all sub-consultants working on COUNTY projects. The CONSULTANT shall:
 - 1. Submit copies of executed contracts between the CONSULTANT and all of its M/WBE sub-consultants to the Business Development Division.
 - 2. The County may at its discretion require copies of subcontracts/purchase orders for the non-M/WBE's listed on Form B and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-M/WBE subconsultants certifying that a prompt payment clause has been included in that contract or purchase order.
 - 3. The Consultant must include in the subcontract agreement:
 - i. Prompt Payment Clause to the M/WBE subconsultant
 - ii. Payment schedule in all subcontracts and purchase orders (including those with non-M/WBEs) stating that payment will be made to the subconsultant/suppliers within 72 hours of receipt of payment from the County.
 - iii. The following statement: "It is the M/WBE subconsultant responsibility to submit the required monthly M/WBE utilization reports to the prime and the final M/WBE payment verification form to the Business Development

Division.

The M/WBE's failure to submit the required documents could negatively impact their M/WBE certification.

- G. By entering into this contract, the CONSULTANT affirmatively commits to comply with the M/WBE subcontracting requirements submitted with his/her Proposal. The failure of the CONSULTANT to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

The County may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement Division.

XIV

ASSIGNABILITY; EMPLOYMENT OF SPECIALISTS

- A. The CONSULTANT shall maintain an adequate and competent professional staff and may associate with such staff, professional specialists for the purpose of ensuring and enlarging its services hereunder, without additional cost to the COUNTY. Should the CONSULTANT desire to utilize such specialists, the CONSULTANT is fully responsible for satisfactory completion of all work within the scope of this Contract.
- B. The CONSULTANT shall be responsible for the integration of all specialists or outside professional work into the documents and for all payments to such specialists or consultants from the fee heretofore stated. Services rendered by the CONSULTANT in connection with coordination of the services of the aforementioned personnel shall be considered within the scope of the basic Contract and no additional fee will be due the CONSULTANT for such work.
- C. All final plans and documents prepared by the CONSULTANT must bear the endorsement of a person in the full employ of the CONSULTANT and be duly registered as a Professional Engineer/Architect in the State of Florida.
- D. The CONSULTANT shall not assign any interest in this Contract, and shall not transfer any interest in the same without prior written approval of the COUNTY, provided that claims for the money due or to become due the CONSULTANT from the COUNTY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

XV

INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY

- A. The provisions of Florida Statute 768.28 applicable to Orange County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the COUNTY acting within the scope of his/her office or employment are subject to the limitations specified in

this statute.

- B. No officer, employee or agent of the COUNTY acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.
- C. The COUNTY shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

XVI EQUAL OPPORTUNITY

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the CONSULTANT shall abide by the following provisions:

- (a) The CONSULTANT shall represent that CONSULTANT has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- (b) The CONSULTANT shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the nondiscrimination provision of the contract.
- (c) The provisions of the prime contract shall be incorporated by the CONSULTANT into the contracts of any applicable sub-consultants.

XVII CONTROLLING LAWS

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the provisions of this Contract will be held in Orange County, Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

XVIII DISPLACED WORKERS

CONSULTANT has committed to hire >_____ () Career Source Central Florida participants residing in Orange County, Florida. Therefore, within five (5) days after contract award, CONSULTANT shall contact the Orange County Business Development Liaison at (407) 836-5484 to assist with meeting this requirement.

The BDD Liaison will work with the Career Source Central Florida staff and the Consultant to ensure that the process is properly adhered until all requirements have been met. Career Force Central Florida participants may be employed in any position within the firm but must be hired on a full-time basis.

The failure of the CONSULTANT to comply with these hiring commitments after contract award shall be grounds for termination of the contract for default.

During performance of the contract, the CONSULTANT will take appropriate steps to ensure that individuals hired under this program are retained. However, if it becomes necessary to replace an employee, the CONSULTANT shall provide verification of the replacement worker's status from the One Stop Career Center. At its discretion, COUNTY may periodically request submission of certified payrolls to confirm the employment status of program participants.

XIX

REGISTERED SERVICE-DISABLED VETERAN PARTICIPATION

- A. The CONSULTANT shall be responsible for reporting Registered Service-Disable Veteran (SDV) sub-consultant Contract dollar amount(s) for the registered SDV SUBCONSULTANT(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the County. Quarterly updated SDV utilization reports and Schedule of Minorities and Women reports are to be submitted every quarter during the term of the contract. Additionally, the Consultant shall ensure that the SDV participation percentage proposed in the Consultant's Proposal submitted for this Contract is accomplished.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to **all sub-consultants** utilized by the prime consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual SDV participation achieved by the Prime Consultant prior to the issuance of final payment.
- D. The awarded prime consultant shall not substitute, replace or terminate any M/WBE firm without prior written authorization from the Business Development Division Manager. In the event a registered SDV sub-CONSULTANT's sub-contract is terminated for cause, the CONSULTANT shall justify the replacement of that sub-CONSULTANT with another registered SDV firm, in writing to the Business Development Division, accompanied by the Project Manager's recommendation or consent to termination.

- E. It is the intent of the COUNTY to insure prompt payment of all sub-consultants working on COUNTY projects. The CONSULTANT shall:
1. Submit copies of executed contracts between the CONSULTANT and all of its SDV sub-consultants to the Business Development Division.
 2. The County may at its discretion require copies of subcontracts/purchase orders for the non-SDV's listed on Form B and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-SDV subconsultants certifying that a prompt payment clause has been included in that contract or purchase order.
 3. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONSULTANT and sub-consultants (including those with non-SDV's) stating that payment will be made to the sub-consultant within 72 hours of receipt of payment from the COUNTY. The CONSULTANT shall pay each sub-consultant for all work covered under an invoice within the 72 hour time frame.

The Proposer shall contract the Business Development Division Liaison at 407 836-8363 for any questions and/or concerns as it relates to Registered Service Disabled Veterans.

- F. By entering into this contract, the CONSULTANT affirmatively commits to comply with the SDV subcontracting requirements submitted with his/her Proposal. The failure of the CONSULTANT to comply with this commitment during the Contract's performance period may be considered a breach of Contract. The County may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement Division.

XX

CONTRACT CLAIMS

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Consultant against the County relating to a particular contract shall be submitted to the Procurement Division Manager in writing clearly labeled "Contract Claim" requesting a final decision. The Consultant also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Consultant believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Consultant."

Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.

The decision of the Procurement Division Manager shall be issued in writing and shall be furnished to the Consultant. The decision shall state the reasons for the decision reached. The Procurement Division Manager shall render the final decision within sixty (60) days after receipt of Consultant's written request for a final decision. The Procurement Division Manager's decision shall be final and conclusive.

The Consultant shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of the Procurement Division.

XXI
AVAILABILITY OF FUNDS

The obligations of Orange County under this Contract are subject to availability of funds lawfully appropriated for its purpose by the Board of County Commissioners, or other specified funding source for this contract.

XXII
PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract. For the breach or violation of this provision, the County shall have the right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

XXIII
TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Consultants and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

XXIV
VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person performing services under this contract, the CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all employees within the State of Florida that are hired by the CONSULTANT after the execution of the contract who are providing labor under the contract during the contract term; and,

(b) all employees within the State of Florida of any of the CONSULTANT'S sub-consultants that are hired by those sub-consultants after the execution of the contract who are providing labor under the contract during the contract term. Please refer to USCIS.gov for more information on this process.

Only those employees determined eligible to work within the United States shall be employed under the contract.

Therefore, by submission of a proposal in response to this solicitation, the CONSULTANT confirms that all employees in the above categories will undergo e-verification before performing labor under this contract. The CONSULTANT further confirms his commitment to comply with the requirement by completing the E-Verification certification, contained in this solicitation.

XXV ASBESTOS FREE MATERIALS

For contracts for design services, CONSULTANT shall provide a written and notarized statement on company letterhead to certify and warrant that the project was designed with asbestos free materials. Such statement shall be submitted with the final payment request. Final payment shall not be made until such statement is submitted. CONSULTANT agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the design, CONSULTANT shall be liable for all costs related to the redesign or modification of the construction of the project so that materials containing asbestos are removed from the design, plans or specifications or construction contract documents, and, in addition, if construction has begun or has been completed pursuant to a design that includes asbestos containing materials, the CONSULTANT shall also be liable for all costs related to the abatement of such asbestos.

XXVI PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)

Orange County is a public agency subject to Chapter 119, Florida Statutes. The Consultant agrees to comply with Florida's Public Records Law. Specifically, the Consultant shall:

1. Keep and maintain public records required by Orange County to perform the service.
2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by

law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to Orange County.

4. Upon completion of the contract, Consultant agrees to transfer at no cost to Orange County all public records in possession of the Consultant or keep and maintain public records required by Orange County to perform the service. If the Consultant transfers all public record to Orange County upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.
5. A Consultant who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.
6. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT :**

400 E. South Street, 2nd Floor, Orlando, FL 32801
407-836-5897
ProcurementRecords@ocfl.net

>
>

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

Signature

Carrie Woodell, MPA, CFCM, CPPO, C.P.M.
CPPB, APP, Manager, Procurement Division

Title

Name Typed or Printed

Date (for County use only)

REQUEST FOR PROPOSALS

#Y18-800-CH

DESIGN SERVICES FOR UCF/ALAFAYA TRAIL PEDESTRIAN STUDY (FROM CHALLENGER PARKWAY TO MCCULLOCH ROAD AND UNIVERSITY BOULEVARD FROM QUADRANGLE BOULEVARD TO ALAFAYA TRAIL)

DUE 2:00 P.M. – October 10, 2017

PROPOSER INFORMATION:

NAME OF FIRM: _____

ADDRESS: _____ (Street Address)

_____ (PO Box)

_____ (City, County, State, Zip)

PHONE: _____

FAX: _____

AUTHORIZED SIGNATORY: _____ (Print Name) TITLE: _____

SIGNATURE: _____

CONTACT'S E-MAIL ADDRESS: _____

TIN# _____

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH PROPOSAL.

IDENTIFICATION OF BUSINESS ORGANIZATION:

Check the appropriate box that describes the organization of the firm proposing:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation: _____

Principal Place of Business (Florida Statute Chapter 607): _____

The bidder or proposer represents that the following principals are authorized to sign and/or negotiate Contracts and related documents to which the bidder or proposer will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Phone Number

ADDENDUM ACKNOWLEDGEMENT:

The Proposer shall acknowledge receipt of any addenda issued to the solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the Proposal. Failure to acknowledge an addendum that has a material impact on the solicitation may negatively impact the responsiveness of your Proposal. Material impacts include but are not limited to changes to scope of work, delivery time, performance period, quantities, bonds, letters of credit, insurance, qualifications, etc.

Addendum No. _____	Date _____	Addendum No. _____	Date: _____
Addendum No. _____	Date: _____	Addendum No. _____	Date: _____

PROJECT TEAM

RFP Project Number: _____

TEAM NAME: _____

Federal I. D. Number: _____
 Is Prime Consultant: a certified M/WBE Firm Yes _____ No _____
 a registered SDV Firm Yes _____ No _____
 Are you utilizing M/WBE credit for this RFP Yes _____ No _____
 If yes, then specify: _____

<u>PRIME</u> Role	Name and City of Residence of Individual Assigned to the Project	Number of Years Experience	Education, Degree(s)	Florida Active Registration Numbers
Principle-in-Charge				
Project Manager				
Project Engineer				
Project Construction Administrator				
Other Key Member ()				
Other Key Member ()				
<u>SUBCONSULTANT</u> Role	Company Name and Address of Office Handling this Project	If Certified M/WBE specify which; Or If Registered SDV indicate	Projected % of Overall work on the entire project	Name of Individual Assigned to the Project
Architecture				
Mechanical Engineering				
Electrical Engineering				
Structural Engineering				
Civil Engineering				
Landscape Architecture				
Other Key Member ()				
Other Key Member ()				
Other Key Member ()				
Other Key Member ()				

Note: Percentages indicated must conform to percentages indicated on Form C

LOCATION

Proposers shall complete and submit the information below to clearly identify the location and applicable percentage of the work to be performed at each location listed. **Also, proposers shall complete and sign the attached pages, 2 through 4, concerning location. NOTE: THE AFFIDAVIT/NOTARIZATION REQUIREMENT (page 4).**

PRIME CONSULTANT/ CONTRACTOR (Name & Address)	CITY	COUNTY	STATE ZIP	PERCENTAGE OF WORK ASSIGNED
------------------------------------------------------------------	-------------	---------------	----------------------	--------------------------------------------

1. _____ _____	_____	_____	_____	_____%
-------------------	-------	-------	-------	--------

2. _____ _____	_____	_____	_____	_____%
-------------------	-------	-------	-------	--------

3. _____ _____	_____	_____	_____	_____%
-------------------	-------	-------	-------	--------

**SUBCONSULTANT/SUBCONTRACTOR
(Name & Address)**

1. _____ _____	_____	_____	_____	_____%
-------------------	-------	-------	-------	--------

2. _____ _____	_____	_____	_____	_____%
-------------------	-------	-------	-------	--------

3. _____ _____	_____	_____	_____	_____%
-------------------	-------	-------	-------	--------

4. _____ _____	_____	_____	_____	_____%
-------------------	-------	-------	-------	--------

5. _____ _____	_____	_____	_____	_____%
-------------------	-------	-------	-------	--------

6. _____ _____	_____	_____	_____	_____%
-------------------	-------	-------	-------	--------

7. _____ _____	_____	_____	_____	_____%
-------------------	-------	-------	-------	--------

Use additional pages if necessary - Total Percentage must equal 100%

LOCATION (continued)

3. Current domicile of Project Engineer.

Name of Project Engineer _____

City & County _____

State _____

4. Will Project Engineer relocate to an Orange County address to facilitate contract performance? (check appropriate line)

No _____ Not Applicable _____

If Project Engineer will not relocate, explain how the Project Engineer will manage the project and maintain close communication with the County.

Yes _____ Not Applicable _____

If yes, please explain when relocation will occur in relationship to contract award.

LOCATION (continued)

AFFIDAVIT

Under penalties of perjury, I swear affirm that the preceding location information is true and correct. I also acknowledge that any material misrepresentation will be grounds for terminating for default any contract, which may have been awarded due in whole or part to such misrepresentation. I also understand that false statements may result in criminal prosecution for a felony of the third degree per Section 92.525(3), Florida Statutes.

_____ Authorized Signatory	_____ Name of Proposer
_____ Typed or Printed Full Name	_____ Date
_____ Title	

On this ____ day of _____, 20__, before me appeared (name) _____
_____, to me personally known, who being duly sworn, did execute the
foregoing affidavit, and did state that he or she was properly authorized by (name of firm)
_____ to execute the affidavit and did so as his or her
free act and deed.

Notary Public _____

Commission Expires _____

(seal)

Date _____

State of _____

County of _____

SIMILAR PROJECTS

PROJECT MANAGER

USING PAGES D1 – D3 only - **List up to THREE SIMILAR PROJECTS**, (one project per page), for which services have been **SUCCESSFULLY COMPLETED WITHIN THE PAST FIFTEEN (15) YEARS**, which most closely match the scope of work in this RFP, as identified in similar project description, wherein the proposed Project Manager has served as either the Project Manager or Project Engineer on one (1) of the similar projects listed for a substantial majority of the project activities and duration, and for the remaining two (2) similar projects listed, the individual must have served as the Project Manager for a substantial majority of the project activities and duration **IN THE SAME CAPACITY** with your firm, or other firms.

LIST THE **ONE** PROJECT MANAGER ONLY AS INDICATED ON FORM B. Proposers must explain and emphasize how each element of the similar project description was performed in conjunction with the project listed.

The Proposer shall ensure that the basic description of the similar project, including all required performance requirements and/or dimensions are *identified* and that the elements are adequately explained in the text. The description shall document how the particular element was performed in conjunction with the overall project. The mere listing of elements without specific details in the body of the description will negatively impact the scoring for the project.

In addition, the Proposer should provide a narrative of what skills were used that are similar in nature to what is required in the scope of services for this RFP.

Proposed Project Manager: Name: _____

Served as:	Check One
<input type="checkbox"/> Project Manager	<input type="checkbox"/> Project Engineer

1. Project Name:
Owner:
Reference Name, Address Phone Number, Fax Number, Email Address:

___ % of time involved in this project

Multi-Lane Urban Roadway Length:
Design or Consulting Fee:
Design or Consulting Completion Date:
(month/year)

Firm:
Summary of Work:

Proposed Project Manager: Name: _____

Served as:	Check One
Project Manager	Project Engineer

2. Project Name:

Owner:

Reference Name, Address, Phone Number, Fax Number, Email Address:

___ % of time involved in this project

Multi-Lane Urban Roadway Length:

Design or Consulting Fee:

Design or Consulting Completion Date:
(month/year)

Firm:

Summary of Work:

Proposed Project Manager: Name: _____

Served as: Check One
_____ Project Manager _____ Project Engineer

3. Project Name:
 Owner:
 Reference Name, Address, Phone Number, Fax Number, Email Address:

____ % of time involved in this project

Multi-Lane Urban Roadway Length:
Design or Consulting Fee:
Design or Consulting Completion Date:
(month/year)

Firm:
Summary of Work:

SIMILAR PROJECTS

PROJECT ENGINEER

USING PAGES E1 – E3 only - **List up to THREE SIMILAR PROJECTS**, (one project per page), for which services have been **SUCCESSFULLY COMPLETED WITHIN THE PAST FIFTEEN (15) YEARS**, which most closely match the scope of work in this RFP, as identified in similar project description, wherein the proposed project engineer has served have served as the Project Manager, Project Engineer or Design Engineer on one (1) of the similar projects listed for a substantial majority of the project activities and duration and for each of the remaining two (2) similar projects listed the individual must have served as the Project Manager or the Project Engineer for a substantial majority of the project activities and duration **IN THE SAME CAPACITY** with your firm, or other firms.

LIST THE **ONE** PROJECT ENGINEER ONLY AS INDICATED ON FORM B. Proposers must explain and emphasize how each element of the similar project description was performed in conjunction with the project listed.

The Proposer shall ensure that the basic description of the similar project, including all required performance requirements and/or dimensions are *identified* and that the elements are adequately explained in the text. The description shall document how the particular element was performed in conjunction with the overall project. The mere listing of elements without specific details in the body of the description will negatively impact the scoring for the project.

In addition, the Proposer should provide a narrative of what skills were used that are similar in nature to what is required in the scope of services for this RFP.

Proposed Project Engineer: _____

Served as: Check One

_____ Project Manager _____ Project Engineer _____ Design Engineer

1. Project Name:

Owner:

Reference Name, Address, Phone Number, Fax Number, Email Address:

___ % of time involved in this project

Multi-Lane Urban Roadway Length:

Design or Consulting Fee:

Design or Consulting Completion Date:

(month/year)

Firm:

Summary of Work:

Proposed Project Engineer: _____

Served as: Check One

_____ Project Manager _____ Project Engineer _____ Design Engineer

2. Project Name:

Owner:

Reference Name, Address, Phone Number, Fax Number, Email Address:

____ % of time involved in this project

Multi-Lane Urban Roadway Length:

Design or Consulting Fee:

Design or Consulting Completion Date:

(month/year)

Firm:

Summary of Work:

Proposed Project Engineer: _____

Served as:	Check One	
Project Manager	Project Engineer	Design Engineer

3. Project Name:
Owner:
Reference Name, Address, Phone Number, Fax Number, Email Address:

___ % of time involved in this project

Multi-Lane Urban Roadway Length:
Design or Consulting Fee:
Design or Consulting Completion Date:
(month/year)

Firm:
Summary of Work:

FORM F

SKILLS AND EXPERIENCE OF THE PROJECT TEAM

Using a maximum of three pages, 8 1/2" X 11", labeled "Form F-1" through "Form F-3" describe the experience of the entire project team as it relates to this project. Title the first page "Skills and Experience of the Project Team" and label each page as described above. Include the experience of the prime CONSULTANT as well as other members of the project team; i.e., additional personnel, subconsultants, branch offices, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past fifteen years) where the team members have performed similar projects previously.

Specifically identify the management plan. The management plan shall describe, at a minimum, the Proposer's basic approach to the management of the project, to include reporting hierarchy of staff and subconsultants, clarify the individual(s) responsible for the co-ordination of the separate components of the scope of work, and describe the quality assurance/quality control plan. Provide an organizational chart for the team and label as "Form F-4"; the organizational chart will be in addition to the three page maximum.

PROJECT SCOPE, APPROACH AND UNDERSTANDING

Using a maximum of five pages, 8 1/2" x 11", labeled "Form H-1" through "Form H-5" delineate your firm's understanding of the project, scope and approach or approaches to successful completion, specialized skills available, special considerations and possible difficulties in completing the project as specified. Describe alternate approaches to the project if applicable. Title the first page "Project Scope, Approach and Understanding" and label each page as described above.

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

[] To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

[] The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past FIFTEEN (15) years.

[] The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past FIFTEEN (15) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

EMPLOYMENT DATA, SCHEDULE OF MINORITIES AND WOMEN (Rev. 1/99)

IFB/RFP Number & Title: _____

Please provide the following data pertaining to your workforce. If you have an Orange County workforce, it should be shown. If you do not have an Orange county workforce, total permanent workforce should be shown. If this is a Joint Venture, employment data shall be furnished for each firm composing the joint venture. It is mandatory that you provide workforce data. Failure to provide this form with your bid/Proposal may be cause for rejection of your bid/Proposal.

JOB CATEGORIES	MAJORITY		MINORITY MALES				MINORITY FEMALES				TOTAL
	White Male	White Female	Black	Hispanic	American Indian	Asian American	Black	Hispanic	American Indian	Asian American	
Officials, Mgrs. Supervisors											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftsman (Skilled)											
Operatives (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
Apprentices											
Interns/Co-Ops											
Wages to Work Employees											
TOTAL											
Changes Since Last Report											

The above reflects (Check One): _____ Orange County Workforce _____ Total Permanent Workforce (Outside Orange County)

For Construction Projects Only: Do you intend to hire new employees for the project? ___ Yes ___ No If yes, how many approximately? _____

Name of Firm _____ Period of Report _____ No. of Years in Business in Orange County _____

Form Completed by _____

Name/Title (Printed or Typed)

Signature

Form Approved by _____

Name/Title (Printed or Typed)

Signature

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

If the proposer is submitting as a joint venture, please be advised that this form [3 pages] **MUST** be completed and the **REQUESTED** written joint-venture agreement **MUST** be attached and submitted with this form.

However, if the proposer is not a joint venture, check the following block: () NOT APPLICABLE and proceed to Form L.

1. Name of joint venture: _____

2. Address of joint venture: _____

3. Phone number of joint venture: _____

4. Identify the firms which comprise the joint venture: _____

5. Describe the role of the MBE firm (if applicable) in the joint venture: _____

6. Provide a copy of the joint venture's written contractual agreement.

7. What is the claimed percentage of ownership and identify any MWBE partners (if applicable)? _____

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement provided by question 6.)

(a) Profit and loss sharing: _____

(b) Capital contributions, including equipment: _____

(c) Other applicable ownership interests: _____

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

(a) Financial decisions: _____

a. Management decisions, such as: _____

(1) Estimating: _____

(2) Marketing and sales: _____

(3) Hiring and firing of management personnel: _____

(4) Purchasing of major items or supplies: _____

(c) Supervision of field operations: _____

NOTE: If, after filing this form and before the completion of the joint venture's work on the subject contract, there is any significant change in the information submitted, the joint venture must inform the County in writing.

* **Joint venture must be properly registered with the Florida Division of Corporations before the contract award and the name of the Joint Venture must be the same name used in the RFP proposal.**

AFFIDAVIT

"The undersigned swear or affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to the County current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture. Also, permit authorized representatives of the County to audit and examine records of the joint venture. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm: _____

Name of Firm: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

State of _____

County of _____

AFFIDAVIT

On this _____ day of _____, 20____, before me appeared (name) _____, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission Expires _____

(Seal)

Date _____

State of _____

County of _____

On this _____ day of _____, 20____, before me appeared _____ (name), to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission Expires _____

(Seal)

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that _____ does:

Name of Proposer

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for any violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free work-place through implementation of Paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature: _____

Date: _____

**LETTER OF INTENT
(VERIFICATION OF M/WBE UTILIZATION)**

INSTRUCTIONS Proposers shall place the following on their letterhead, executed by their authorized agent. Signed Letters of Intent must be submitted with the Proposal for each M/WBE Subconsultant(s) listed by the Proposer on Form B, Project Team. If percentages or dollar values listed on this agreement differ from percentages or dollar values listed on Form B and C of the proposal, the values listed on this Letter of Intent will supercede for RFP scoring/evaluation.

The subcontract will reflect a 72 hour prompt payment clause.

Failure to complete and submit these forms may result in finding of the submittals non-responsive.

M/WBE Subconsultant

Certified Scope(s) of Work

Subcontract Percentage/Amount (**ONLY USED TOWARDS M/WBE UTILIZATION**)

I understand that I shall not be allowed to substitute or change subconsultants without prior written approval of Orange County's Project Manager and the Business Development Division. Such approval shall in no way relieve my obligations pursuant to Orange County's M/WBE requirements and goals contained in the Orange County Minority/Women Business Enterprise Ordinance, No. 94-02/2009-21, as modified.

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

I, _____, (M/WBE Sub-Consultant) understand that "It is my responsibility to submit the required Monthly M/WBE utilization reports to the Prime and Final M/WBE payment verification form to Business Development Division."

Failure to submit the required documents could negatively impact my M/WBE certification.

Authorized Agent of Prime Consultant

Date

Printed Name & Title

Authorized Agent of M/WBE Subconsultant

Date

Printed Name & Title

M/WBE Address

Phone Number/Fax Number

LETTER OF INTENT
(VERIFICATION OF REGISTERED SERVICE-DISABLED VETERAN UTILIZATION)

INSTRUCTIONS Proposers shall place the following on their letterhead, executed by their authorized agent. Signed Letter must be submitted with the Proposal for each Registered Service-Disabled Veteran Sub-consultant(s) listed by the Proposer of Form B, Project Team. If percentages or dollar values listed on this agreement differ from percentages or dollar values listed on Form B and C of the proposal, the values listed on this Letter of Intent will supersede for RFP scoring/evaluation.

The subcontract will reflect a 72 hour prompt payment cause.

Failure to complete and submit these forms may result in finding of the submittals non-responsive.

SDV Sub-consultant

Registered Scope(s) of Work

Subcontract Percentage/Amount (**ONLY USED TOWARDS BONUS POINTS**)

I understand that I shall not be allowed to substitute or change SubConsultants, without the express prior approval of Orange County's Project Manager and the Business Development Division. Such approval shall in no way relieve my obligations pursuant to Orange County's Service-Disable Veteran Business Program requirements contained in the Orange County Ordinance, Orange County Code, Chapter 17, Article III, Division 5.

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

Authorized Agent of Prime Consultant

Date

Printed Name & Title

Authorized Agent of SDV Sub-consultant

Date

Printed Name & Title

SDV Address

Phone Number / Fax Number

FORM M-2

LETTER OF INTENT
(VERIFICATION OF REGISTERED SERVICE-DISABLED VETERAN UTILIZATION)

INSTRUCTIONS Proposers shall place the following on their letterhead, executed by their authorized agent. Signed Letter must be submitted with the Proposal for each Registered Service-Disabled Veteran Sub-consultant(s) listed by the Proposer of Form B, Project Team. If percentages or dollar values listed on this agreement differ from percentages or dollar values listed on Form B and C of the proposal, the values listed on this Letter of Intent will supersede for RFP scoring/evaluation.

The subcontract will reflect a 72 hour prompt payment cause.

Failure to complete and submit these forms may result in finding of the submittals non-responsive.

SDV Sub-consultant

Registered Scope(s) of Work

Subcontract Percentage/Amount (**ONLY USED TOWARDS BONUS POINTS**)

I understand that I shall not be allowed to substitute or change SubConsultants, without the express prior approval of Orange County's Project Manager and the Business Development Division. Such approval shall in no way relieve my obligations pursuant to Orange County's Service-Disable Veteran Business Program requirements contained in the Orange County Ordinance, Orange County Code, Chapter 17, Article III, Division 5.

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

Authorized Agent of Prime Consultant

Date

Printed Name & Title

Authorized Agent of SDV Sub-consultant

Date

Printed Name & Title

SDV Address

Phone Number / Fax Number

For Staff Use Only:

Initially submitted on _____

Updated On _____

Specific Project Expenditure Report (Revised November 5, 2010)

For use as of March 1, 2011

DESIGN SERVICES FOR UCF/ALAFAYA TRAIL PEDESTRIAN STUDY (FROM CHALLENGER PARKWAY TO MCCULLOCH ROAD AND UNIVERSITY BOULEVARD FROM QUADRANGLE BOULEVARD TO ALAFAYA TRAIL)

Case or Bid No. **Y18-800 -CH**

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: _____

This is a Subsequent Form: _____

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____

Name and Address of Principal's Authorized Agent, if applicable: _____

List the name and address of all lobbyists, consultants, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
2. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
3. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
4. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
5. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
6. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
7. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
8. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

For Staff Use Only:
Initially submitted on _____
Updated On _____

Specific Project Expenditure Report (Revised November 5, 2010)
For use as of March 1, 2011

DESIGN SERVICES FOR UCF/ALAFAYA TRAIL PEDESTRIAN STUDY (FROM CHALLENGER PARKWAY TO MCCULLOCH ROAD AND UNIVERSITY BOULEVARD FROM QUADRANGLE BOULEVARD TO ALAFAYA TRAIL)
Case or Bid No. **Y18-800 -CH**

Company Name: _____

**Part II
Expenditures:**

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, consultants, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
TOTAL EXPENDED THIS REPORT			\$

For Staff Use Only:

Initially submitted on _____

Updated On _____

Specific Project Expenditure Report (Revised November 5, 2010)

For use as of March 1, 2011

DESIGN SERVICES FOR UCF/ALAFAYA TRAIL PEDESTRIAN STUDY (FROM CHALLENGER PARKWAY TO MCCULLOCH ROAD AND UNIVERSITY BOULEVARD FROM QUADRANGLE BOULEVARD TO ALAFAYA TRAIL)

Case or Bid No. **Y18-800 -CH**

Company Name: _____

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: _____

Signature of Principal or Principal's Authorized Agent
(check appropriate box)

PRINT NAME AND TITLE: _____

STATE OF _____ :

COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the ____ day of _____, in the year _____.

(Notary Seal)

Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

Staff signature and date of receipt of form _____

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

FREQUENTLY ASKED QUESTIONS (FAQ) ABOUT THE SPECIFIC PROJECT EXPENDITURE REPORT

Updated 3-1-11

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

A Specific Project Expenditure Report (SPR) is a report required under Section 2-354(b) of the Orange County Lobbying Ordinance, codified at Article X of Chapter 2 of the Orange County Code, reflecting all lobbying expenditures incurred by a principal and his/her authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and consultant(s), if applicable, for certain projects or issues that will ultimately be decided by the Board of County Commissioners (BCC).

Matters specifically exempt from the SPR requirement are ministerial items, resolutions, agreements in settlement of litigation matters in which the County is a party, ordinances initiated by County staff, and some procurement items, as more fully described in 2.20 of the Administrative Regulations.

Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (See Section 2-354(b), Orange County Code.)

WHO NEEDS TO FILE THE SPR?

The principal or his/her authorized agent needs to complete and sign the SPR and warrant that the information provided on the SPR is true and correct.

A principal that is a governmental entity does not need to file an SPR.

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Expenditure means "a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. This may include public relations expenditures (including but not limited to petitions, flyers, purchase of media time, cost of print and distribution of publications) but does not include contributions or expenditures reported pursuant to Chapter 106, Florida Statutes, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4)." (See Section 112.3215, Florida Statutes.) Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying are not deemed to be "expenditures." (See Section 2-354, Orange County Code.)

Lobbying means seeking "to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, consultant, contractor, recommendation, decision or other foreseeable action of the [BCC]," and "include[s] all communications, regardless of whether initiated by the lobbyist or by the person being lobbied, and regardless of whether oral, written or electronic." (See Section 2-351, Orange County Code.) Furthermore, *lobbying* means communicating "directly with the County Mayor, with any other member of the [BCC], or with any member of a procurement committee." (See Section 2-351, Orange County Code.) *Lobbying* also means communicating "indirectly with the County Mayor or any other member of the [BCC]" by communicating with any staff member of the Mayor or any member of the BCC, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) *Lobbying* does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

Principal means "the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained, or otherwise engaged the services of a

FORM N
FAQS

lobbyist.” *Principal* may also include a person, partnership, joint venture, trust, association, corporation, limited liability corporation, or other entity where it or its employees do not qualify as a lobbyist under the definition set forth in Section 2-351 of the Orange County Code but do perform lobbying activities on behalf of a business in which it has a personal interest.

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the principal or his/her authorized agent to update the SPR whenever any of the information provided on the initial form changes.

WHERE DO THE SPR AND ANY UPDATES NEED TO BE FILED?

The SPR needs to be filed with the County Department or County Division processing the application or matter. If and when an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR needs to be filed with the County Department or County Division where the original application, including the initial SPR, was filed.

WHEN DO THE SPR AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial SPR needs to be filed with the other application forms. The SPR and any update must be filed with the appropriate County Department or County Division not less than seven (7) days prior to the BCC hearing date so that they may be incorporated into the BCC agenda packet. (See Section 2-354(b), Orange County Code.) When the matter is a discussion agenda item or is the subject of a public hearing, and any additional expenditure occurs less than 7 days prior to BCC meeting date or updated information is not included in the BCC agenda packet, the principal or his/her authorized agent is obligated to verbally present the updated information to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL BE MADE AWARE OF THE INFORMATION DISCLOSED ON THE SPR AND ANY UPDATES?

The information disclosed on the SPR and any updates will be a public record as defined by Chapter 119, Florida Statutes, and therefore may be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This information will accompany the other information for the principal’s project or item.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the SPR. Please be informed that in the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance governing specific project expenditure reports, the ordinance controls.

Also, please be informed that the County Attorney’s Office is not permitted to render legal advice to a principal, his/her authorized agent, or any other outside party. Accordingly, if after reading this FAQ the principal, his/her authorized agent or an outside party has any questions, he/she is encouraged to contact his/her own legal counsel.

For Staff Use Only:

Date Submitted _____

Date Updated _____

Bid Number **Y18-800 -CH**

RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY
IS THE PRINCIPAL OR PRIMARY APPLICANT

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the bidder, offerer, quoter or respondent and shall be submitted to the Procurement Division by the bidder, offerer, quoter or respondent.

In the event any information provided on this form should change, the applicant must file an amended form on or before the date the item is considered by the appropriate board or body.

Part I

INFORMATION ON APPLICANT (BIDDER, OFFEROR, QUOTER, PROPOSER, OR RESPONDENT):

Legal Name of Applicant: _____

Business Address (Street/P.O. Box, City and Zip Code): _____

Business Phone () _____

Facsimile () _____

**INFORMATION ON APPLICANT'S AUTHORIZED AGENT, IF APPLICABLE:
(Agent Authorization Form also required to be attached)**

Name of Applicant's Authorized Agent:

Business Address (Street/P.O. Box, City and Zip Code): _____

Business Phone () _____

Facsimile () _____

For Staff Use Only:

Date Submitted _____

Date Updated _____

Bid Number **Y18-800 -CH**

Company Name: _____

Part II

IS THE APPLICANT A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES ___ NO

IS THE MAYOR OR ANY MEMBER OF THE BCC THE APPLICANT'S EMPLOYEE?

___ YES ___ NO

IS THE APPLICANT OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES ___ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship:

(Use additional sheets of paper if necessary)

For Staff Use Only:

Date Submitted _____

Date Updated _____

Bid Number **Y18-800 -CH**

Company Name: _____

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Signature of Applicant

Date: _____

Print Name and Title of Person completing this form: _____

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the ____ day of _____, in the year _____.

(Notary Seal)

Signature of Notary Public
Notary Public for the State of _____
My Commission Expires:

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

**AGENT AUTHORIZATION FORM
FOR PROCUREMENTS IN ORANGE COUNTY, FLORIDA**



I/WE, (PRINT PROPOSER NAME) _____, DO
HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT (PRINT AGENT'S NAME),
_____, TO EXECUTE ANY PETITIONS OR OTHER DOCUMENTS
NECESSARY TO AFFECT THE **CONTRACT APPROVAL PROCESS** MORE SPECIFICALLY DESCRIBED AS
FOLLOWS, RFP NO. Y18-800-CH, DESIGN SERVICES FOR UCF/ALAFAYA TRAIL PEDESTRIAN
STUDY (FROM CHALLENGER PARKWAY TO MCCULLOCH ROAD AND UNIVERSITY
BOULEVARD FROM QUADRANGLE BOULEVARD TO ALAFAYA TRAIL), AND TO APPEAR ON MY/OUR
BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS **CONTRACT**
AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THIS **CONTRACT**.

Date: _____

Signature of Proposer

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of
_____, 20__ by _____. He/she is personally known to me or has
produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of
_____, in the year _____.

(Notary Seal) _____
Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
RELATIONSHIP DISCLOSURE FORM
Updated 6-28-11

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

The Relationship Disclosure Form (form OC CE 2D and form OC CE 2P) is a form created pursuant to the County's Local Code of Ethics, codified at Article XIII of Chapter 2 of the Orange County Code, to ensure that all development-related items and procurement items presented to or filed with the County include information as to the relationship, if any, between the applicant and the County Mayor or any member of the Board of County Commissioners (BCC). The form will be a part of the backup information for the applicant's item.

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

Form OC CE 2D is used only for development-related items, and form OC CE 2P is used only for procurement-related items. The applicant needs to complete and file the form that is applicable to his/her case.

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

Form OC CE 2D should be completed and filed by the owner of record, contract purchaser, or authorized agent. Form OC CE 2P should be completed and filed by the bidder, offeror, quoter, or respondent, and, if applicable, their authorized agent. In all cases, the person completing the form must sign the form and warrant that the information provided on the form is true and correct.

WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?

The relationship disclosure form needs to disclose pertinent background information about the applicant and the relationship, if any, between, on the one hand, the applicant and, if applicable, any person involved with the item, and on the other hand, the Mayor or any member of the BCC.

In particular, the applicant needs to disclose whether any of the following relationships exist: (1) the applicant is a business associate of the Mayor or any member of the BCC; (2) any person involved with the approval of the item has a beneficial interest in the outcome of the matter *and* is a business associate of the Mayor or any member of the BCC; (3) the applicant is a relative of the Mayor or any member of the BCC; or (4) the Mayor or any member of the BCC is an employee of the applicant. (See Section 2-454, Orange County Code.)

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Applicant means, for purposes of a development-related project, the owner, and, if applicable, the contract purchaser or owner's authorized agent. *Applicant* means, for purposes of a procurement item, the bidder, offeror, quoter, respondent, and, if applicable, the authorized agent of the bidder, offeror, quoter, or respondent.

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

FORM O
FAQS

Employee means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes.)

Relative means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee. (See Section 112.312(21), Florida Statutes.)

DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes.

WHERE DO THE RELATIONSHIP DISCLOSURE FORM AND ANY SUBSEQUENT UPDATES NEED TO BE FILED?

For a development-related item, the Relationship Disclosure Form and any update need to be filed with the County Department or County Division where the applicant filed the application. For a procurement item, the Relationship Disclosure Form and any update need to be filed with the Procurement Division.

WHEN DO THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial form needs to be filed when the applicant files the initial development-related project application or initial procurement-related forms. However, with respect to a procurement item, a response to a bid will not be deemed unresponsive if this form is not included in the initial packet submitted to the Procurement Division.

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division processing the application not less than seven (7) days prior to the scheduled BCC agenda date so that it may be incorporated into the BCC agenda packet. When the matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This form and any updates will accompany the information for the applicant's project or item.

However, for development-related items, if an applicant discloses the existence of one or more of the relationships described above and the matter would normally receive final consideration by the Concurrency Review Committee or the Development Review Committee, the matter will be directed to the BCC for final consideration and action following committee review.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the Relationship Disclosure Form. Please be informed that if the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance or law governing relationship disclosures, the ordinance or law controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to an applicant or any other outside party. Accordingly, if the applicant or an outside party has any questions after reading this FAQ, he/she is encouraged to contact his/her own legal counsel.

E VERIFICATION CERTIFICATION

Contract Y18-800-CH

NAME OF CONSULTANT: _____ (referred to herein as "Consultant")

ADDRESS OF CONSULTANT: _____

The undersigned does hereby certify that the above named consultant:

1. Is registered and is using the E-Verify system; or
2. Does not have any employees and does not intend to hire any new employees during the period of time that the consultant will be providing services under the contract and consequently is unable to register to use the E-Verify system; or
3. Employs individuals that were hired prior to the commencement of providing labor on the contract and does not intend to hire any new employees during the period of time that the Consultant will be providing labor under the contract, and consequently is unable to use the E-Verify system.

The undersigned acknowledges the use of the E-Verify system for newly hired employees is an ongoing obligation for so long as the Consultant provides labor under the contract and that the workforce eligibility of all newly hired employees will be properly verified using the E-Verify system.

In accordance with Section 837.06, Florida Statutes, Consultant acknowledges that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.

AUTHORIZED SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

**DISPLACED WORKERS
PROPOSED HIRING INFORMATION**

Section I: To be Submitted with Proposal

Firm: _____

Address: _____

Phone Number: _____

Email Address: _____

Number of Individuals to be Hired: _____

Signature of Authorized Representative of Above Firm: _____

Printed Name: _____

Section II: For Career Source Central Florida Use Only (To be Completed After Contract Award)

Verification: I certify that the above individuals are displaced workers

Individual Complete Name:

1. _____

2. _____

3. _____

4. _____

*5. _____

*6. _____

Career Source Central Florida
390 North Orange Avenue, Suite 700
Orlando, FL 32805
407-531-1222

Signature: _____

Printed Name: _____

Date: _____

*Career Source Participants who do not meet specific job qualifications

SAMPLE DO NOT USE

LEASED EMPLOYEE AFFIDAVIT CONTRACT #Y _____

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors/consultants, uninsured sub-contractors/consultants or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor/Consultant: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

SAMPLE DO NOT USE

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Orange County Board of County Commissioners Procurement Division 400 E. South Street Orlando, FL 32801
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

<p>A. Section II – Who is An Insured is amended to include as an additional insured the person(s) or organizations(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:</p> <ol style="list-style-type: none">1. In performance of your ongoing operations; or2. In connection with your premises owned by or rented to you. <p>However:</p> <ol style="list-style-type: none">1. The insurance afforded to such additional insured only applies to the extent permitted by law; and2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.	<p>B. With respect to the insurance afforded to these additional insureds, the following is added to Section III-Limits of Insurance:</p> <p>If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:</p> <ol style="list-style-type: none">1. Required by the contract or agreement; or2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less. <p>This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

SAMPLE DO NOT USE

POLICY NUMBER: _____

COMMERCIAL GENERAL LIABILITY
CG 24 04 0509

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS PROCUREMENT DIVISION 400 E. SOUTH STREET ORLANDO, FL 32801
(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

The following is added to Paragraph 8, Transfer of rights of Recovery Against Others To Us of Section IV – Conditions:

We waive any right to recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “Products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

SAMPLE DO NOT USE

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
PROCUREMENT DIVISION
400 E. SOUTH STREET
ORLANDO, FL 32801

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement No.	Effective Policy No.	Endorsement
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Insured

Insurance Company
by _____

Countersigned