City of Tallahassee Commissioners and the Leon County Board of County Commissioners
Leon County, Florida

City of Tallahassee and Leon County Management Review: Blueprint 2000

Introduction:

On October 11, 2010, the City Manager and the County Administrator directed City and County staff to conduct a joint management review of the Blueprint 2000 Agency (BP2000). The joint City/County review team is comprised of the City's Management and Administration department, specifically the Office of Budget and Policy, and the County's Office of Management and Budget.

This management review provides a comprehensive evaluation of the Blueprint 2000 Agency's organizational structure, operations, and financial records. The review specifically analyzes the use of the existing general engineering consultant structure, compliance with the BP2000 contract and goals, adherence to City and County policies, quality of reporting and record keeping, and a thorough review of expenditures. The outcome of this review will support the City and County's ongoing initiative to efficiently implement infrastructure and transportation needs throughout the City of Tallahassee and Leon County.

This report contains the following sections:

A. Methodology
B. Background
C. Organizational Overview
D. Blueprint 2000 Policies
E. General Engineering Consultant Contract
F. Projects Overview
G. Conclusion
H. Options and Recommendations

A. Methodology:

This management review provides a comprehensive review which involved observing and evaluating the BP2000 programs and activities, as well as interviews with staff. In addition, the management review team conducted a thorough review and analysis of all policies and procedures, monthly/annual reports, board minutes, contracts for consultants and construction projects, financial documents, and expenditures.

Subsequent to the initiation of this management review the Executive Director of BP2000 resigned and the Capital Project Finance Manager retired. Due to the turn over of these two positions, a copy of the draft report was not submitted to BP2000 for comment. Currently, BP2000 is under the interim direction of the Planning Director who is awaiting the results of the report before initiating any changes in the organization.

B. Background:

In November 1989, Leon County voters approved a local option one-cent sales tax to fund transportation and law enforcement facility improvement projects. This referendum allowed the sales tax to be levied for a period of fifteen years. The City and the County split the proceeds from the sales tax 47.16% and 52.84%, respectively.

Upon the sunset of the original sales tax, a group of citizens formed the Economic and Environmental Consensus Committee (EECC) and published a report titled "Blueprint 2000 and Beyond: A Community Based Guide for Economic Development and Natural Resources Management" (Attachment #1). This report provided a series of recommendations related to transportation, natural resources, and stormwater needs for the community as well as a recommendation to extend the one-cent sales tax as one funding option. The report also encouraged the use of other funding sources such as matching grants, conservation easements, and federal resources. This document later served as the basis for the creation of the Blueprint 2000 Agency (BP2000) through interlocal agreement between the City and County.

In October 2000, the City and the County entered into an interlocal agreement to establish the Blueprint 2000 Agency (Attachment #2). This agreement outlined the agency structure, the oversight and advisory mechanisms, the financial terms, identified the primary and secondary projects included in the scope of BP2000 (approved by the City and County in July 2000), and provided ballot language for the referendum on the sales tax extension.

In November 2000, Leon County voters approved the referendum to extend the one-cent local option sales tax for 15 years with implementation beginning in Fiscal Year 2004. Unlike the previous sales tax, the extension dedicated 80% of the revenue to BP2000 while the remaining 20% was split evenly amongst the City and the County. The extension was approved four years prior to the expiration of the one-cent sales tax. The ballot language, which is limited to a maximum of 75 words by statute, read as follows:

> *To improve local and state roads; reduce traffic congestion; protect lakes and drinking water quality, reduce stormwater problems and flooding, protect and expand natural areas, parks, and recreational facilities; and seek matching funds from state and federal programs for these purposes, shall the existing one cent sales tax within Leon County be extended until December 31, 2019, with project spending subject to annual independent audits as well as review by a citizen's advisory committee?*

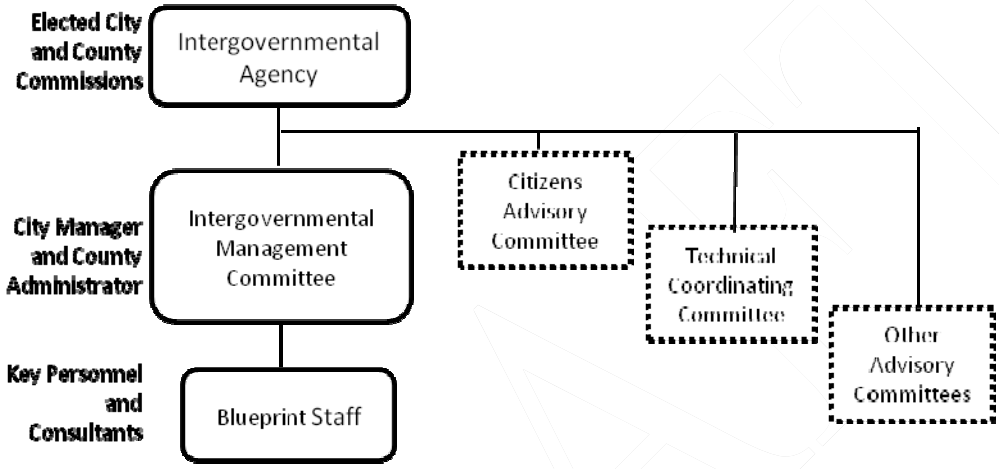
On February 1, 2003 the City and County amended and restated the original interlocal agreement (Attachment #3). This amendment expounded upon the governance, duration, powers, and administration of BP2000. In addition, the amended agreement provided BP2000 with the ability to issue bonds, other debt obligations, and increased financial control. This is the interlocal agreement by which BP2000 is currently governed.

C. Organizational Overview:

Governing Structure of Blueprint 2000:

Figure #1 depicts the current governing structure of BP2000. As stated in the interlocal agreement, BP2000 is governed by the Intergovernmental Agency and its daily operations are overseen by the Intergovernmental Management Committee (IMC). The IMC also provides guidance, supervision to the BP2000 Director. There are two official advisory committees: Citizens Advisory Committee and the Technical Coordinating Committee. BP2000 also utilizes other advisory committees on a project level thus the committee level and involvement differs from project to project. The function of each of these committees is described below.

Figure #1: Governing Structure of Blueprint 2000



Intergovernmental Agency:

BP2000 is governed by the Intergovernmental Agency (IA) which is comprised of both the Tallahassee City Commission and the Leon County Board of County Commissioners. This governing body has ultimate oversight and responsibility for the BP2000. The structure of this body splits oversight equally between the City and County: each of the five Tallahassee City Commissioners receives a weighted vote of seven each and each of the seven Leon County Commissioners receives a weighted vote of five each. Under the terms of the interlocal agreement, the IA cannot be abolished until all outstanding debt, if any, has been repaid.

Intergovernmental Management Committee:

The Intergovernmental Management Committee (IMC) is comprised of the Tallahassee City Manager and the Leon County Administrator. The IMC is charged with monitoring the daily operations of the BP2000, implementing financial and performance audits of BP2000, reviewing and recommending for approval BP2000 operating budgets, work plans, request for proposals (RFPs), as well as approving purchasing, contracts and change orders in accordance with procurement policies. The IMC also provides guidance, supervision to the BP2000 Director. The IMC is required by the Interlocal Agreement to meet quarterly.

Finding #1*: Through interviews it was determined that the IMC quarterly meetings were often canceled.*

Recommendation #1: *Staff recommends that the IMC resume the quarterly meetings, and/or change the reporting structure of the BP2000 Director to another position that routinely meets with the County Administrator and City Manager such as the City/County Director of Planning.*

Citizens Advisory Committee:

The Citizens Advisory Committee (CAC) is comprised of twelve members recommended by the IMC and approved by the IA. The purpose of the CAC is to review work plans, financial and performance audits, and to make recommendations to BP2000. According to the CAC by-laws, CAC members are appointed for three year terms and have a two term limit; a member's position will become vacant if they do not attend 2/3 of regularly scheduled meetings; members who have a conflict of interest shall declare the conflict before discussion and shall be excused from voting on the issue (Attachment #4).

The CAC is required to maintain membership with specific expertise such as science and biology, finance and bonding, and to provide input from citizens groups such as the civil rights community, the elderly community and the disabled community. According to the CAC membership, a member of the CAC is listed as a consultant that is part of the BP2000 Management Team on the agency's organizational chart. This appears to be in violation of the conflict of interest clause in the CAC's bylaws. In addition, a member of the CAC has also served beyond the term limits stated in the bylaws. Attachment #5 lists the volunteers who have dedicated their personal time to serving on the CAC as well as the entity they are affiliated and years served.

Finding #2: *While the CAC is an integral part of the BP2000 Agency, some members of the CAC appear to be serving beyond the term limits set forth in the bylaws and are in violation of the CAC "conflict of interest" clause.*

Recommendation #2: *Staff recommends that the IA appoint new representatives to the CAC for those whom have termed out and those members of the GEC or contractors engaged by the BP2000 should be disqualified from serving on the CAC.*

Technical Coordinating Committee:

The role of the Technical Coordinating Committee (TCC) is to ensure coordination and cooperation between City and County government projects and BP2000 projects. The TCC was initially established to assist the BP2000 Agency with technical reviews, provide recommendations, identify problems and request studies, review data and any other functions assigned by the IA or the BP2000 Director. The voting membership of the TCC was provided in the by-laws and is listed below:

- An Assistant City Manager
- Assistant County Administrator
- Planning Director
- City Public Works Director
- County Transportation Engineering Director
- City Stormwater Manager
- County Chief of Stormwater Engineering
- City Growth Management Biologist
- County Director of Environmental Compliance
- Blueprint 2000 Staff Director
- Other non-voting staff may be added on a project basis

The original duties of the TCC have evolved over the years from an oversight role to more of an advisory role, which no longer has a voting membership. The catalyst for this evolution was the likely perception of the violation of the sunshine law due to the fact that City and County staff members would be meeting to vote on issues regarding projects that could be discussed again during City/County staff meetings. This change has reduced the role of the TCC to an advisory role. Interviews with some members of the TCC indicate that once the role of the committee was changed from a voting entity to a focus group, the input of the whole committee was not often considered by the BP2000 when presenting the final recommendations to the IA.

Currently the TCC meetings occur on a quarterly basis and consist mostly of items that are for "informational purposes only" in order to keep the City and County counterparts aware of the current progress of BP2000 projects for which these entities will eventually be responsible for the maintenance.

Finding #3: *Once the TCC was changed to an advisory committee, technical decisions tended to be made prior to TCC meetings by BP2000 staff/consultants and the advice of the committee was not always considered when presenting the final recommendations to the IA.*

Recommendation #3: *Staff recommends an enhanced role for the TCC to ensure coordination and cooperation between City and County government projects and BP2000 projects. In addition, staff recommends that during the IA meetings, BP2000 include an opportunity for the TCC to address the IA regarding BP2000 projects. This presentation would be similar to that of the CAC Chairman report.*

Other Advisory Committees

Finance Advisory Committee: The BP2000 Budget and Policy Procedures required the establishment of a Finance Advisory Committee. The Committee is comprised of the County Clerk of the Courts, the County Budget Director, the City Director of Management and Administration, and the City Treasurer-Clerk. The committee was established to provide expertise and advice on financial issues related to BP2000 program implementation. The specific responsibilities are:

- Provide recommendations to the Intergovernmental Management committee, Staff Director, and Intergovernmental Agency relating to overall financing strategies for BP2000 projects; and
- Review annually the year-end statements and provided comments as necessary

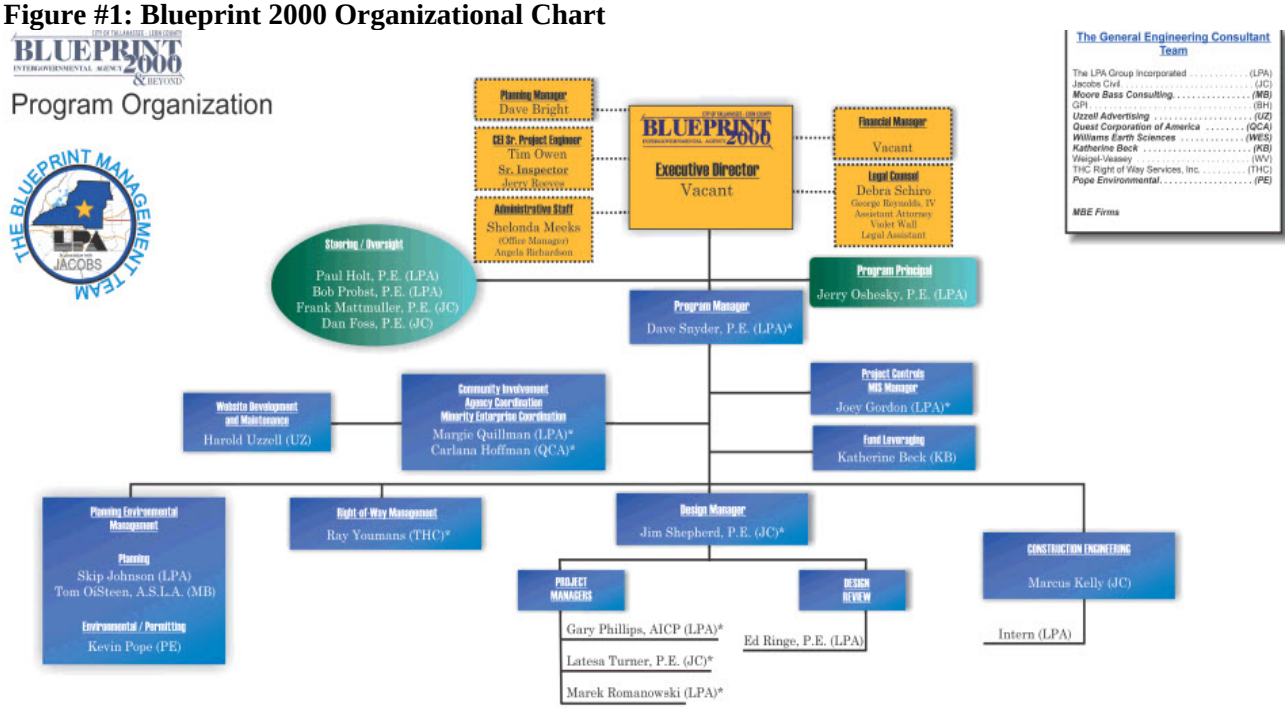
Sensitive Lands Working Group: This working group was established at the recommendation of the Citizens Advisory Group to provide guidance regarding the acquisition of sensitive lands, primarily in the St. Marks River headwaters area.

Program Organizational Chart for Blueprint 2000:

BP2000 staff is comprised of employees who work directly for the BP2000 and employees who are hired through the General Engineering Consultant (GEC) contract. A majority of the GEC employees work in the same office as the other BP2000 employees. Figure #2 depicts the current organizational structure of BP2000 with the yellow boxes identifying BP2000 staff, the green-blue oval and box is the corporate oversight by the LPA group and Jacobs Engineering via the

general engineering contract, while the blue boxes identify staff that is acquired through consultant contracts.

Figure #1: Blueprint 2000 Organizational Chart



***Finding #4**: The BP2000 organization resembles a 'third' Public Works department that completes a specific list of projects decided by the City and County Commissions as the Intergovernmental Agency. This structure allowed BP2000 to focus on implementing the specific project list faster than may have otherwise been possible.*

***Recommendation #4:** Staff recommends downsizing the role of the general engineering contract and letters of authorization, (which are renewed annually and are discussed in detail later on in the report) related to general engineering and program management. This is due to the current list of BP2000 projects nearing completion and the existing economy of scales available to utilize existing City and County engineering and contract management capacity in the respective Public Works Departments.*

Blueprint 2000 Personnel:
Blueprint 2000 direct staff is comprised of ten full time employees including an executive director, financial manager, planning manager, office manager, two attorneys, a legal assistant, project engineer, and two administrative staffers. These employees are responsible for the day to day management of the BP2000 office and projects.

General Engineering Contract:
In December 2003, BP2000 and LPA Group Incorporated (LPA) entered into a contract for General Engineering Consultant (GEC) services. The GEC concept was approved on the premise that the GEC would perform any and all tasks associated with bringing the program to fruition, on an as-needed basis. Specifically, the 'Scope of Services' requires the GEC "to provide any and

all required and authorized services in support of the program management, planning, project development, design and construction of Blueprint 2000 projects." By implementing this contract, it was the intent of the BP2000 to keep staffing levels at a minimum and only utilize specialized staffing expertise when needed. The structure of the organization was noted by MGT of America in the presentation of the required 2004 Performance Auditing Report. They indicated that the structure of BP2000 was 'cumbersome' by design, but that BP2000 worked well within the structure.

The disciplines required for the GEC include but are not limited to: professional engineering, transportation planning, landscape architecture, land surveying, right of way acquisition management, project management, construction engineering and inspection (CEI), public involvement services, and financial services. The GEC contract will be discussed in further detail in the General Engineering Consultant section of the report.

Finding #5*: The BP2000 February 2004 Performance Auditing Services Final Report, submitted by MGT of America, described the overall structure of the BP2000 as 'complex,' 'unwieldy,' and 'awkward' from a traditional management perspective. The report does take into account the difficulty of balancing the interests of both public agencies in areas of control, effectiveness, cost and convenience.*

Recommendation #5: *Staff recommends that the structure of BP2000 be reviewed for restructuring to bring more efficiency to the program. Additional discussion and recommendations will follow below.*

D. Blueprint Policies:

Comparison of County, City, and BP2000

As part of the management review, BP2000 policies and procedures were reviewed. BP2000 has adopted policies typical of local governments such as: human resources; procurement; real estate/right of way acquisition; vehicle use; and ethical standards. For the most part, BP2000 mirrors many of the existing City policies. This is in part due to the fact that BP2000 uses the City's financial/human resources data systems, and bidding and human resource procedures. No material deficiencies were noted in the applications of these policies. Two policy areas relating to real estate and the acquisition of right-of-way were identified as different from City and County policies. These differences are described in detail below.

Real Estate Policy and Acquisition of Right of Way

The BP2000 Real Estate Policy was created to regulate the acquisition, disposition, lease and general management of real property. In addition to adhering to all applicable laws and professional ethical standards, this policy protects all affected property owners, and insures fair and equitable treatment in real estate transactions between property owners and BP2000.

In September 2004, BP2000 staff submitted a revision of the BP2000 Real Estate Policy to the CAC. While the focus of this policy revision was condemnation authority and land banking limitations, the CAC expressed concern on the amount of authority and exposure of the BP2000 Director. According to the CAC minutes, concern was expressed by members of the CAC about the "lack of checks and balances in the document" (Attachment #6). Neither the modified agenda item nor the policy that was submitted to the CAC in 2004 was available for review.

The BP2000 Real Estate Policy was revised and approved on September 19, 2007 (Attachment #7). The policy revisions changed the appraisal thresholds and approval thresholds applicable to the Agency from those used by the City of Tallahassee. Table #1 highlights the differences in appraisal thresholds between the City, the County and BP2000.

Table #1: City of Tallahassee, County and BP2000 Appraisal Thresholds

Monetary Thresholds	City of Tallahassee Real Estate Policy: Appraisal Thresholds	Leon County Real Estate Policy: Appraisal Thresholds	BP2000 Real Estate Policy: Appraisal Thresholds
$0 - $25,000	In-house Valuation		In-house Valuation
$25,001 - $300,000	One Independent Appraisal from a State Certified Appraiser		
$300,001 and higher	Two Independent Appraisals from State Certified Appraisers		
$0 - $500,000		One Independent Appraisal from a State Certified Appraiser	
$501,000 and higher		Two Independent Appraisals from State Certified Appraisers	
$0 - $750,000			One Independent Appraisal from a State Certified Appraiser
$750,001 and higher			Two Independent Appraisals from State Certified Appraisers

In addition to the different appraisal thresholds, there is also a large disparity in the approval authorities of the City, County, and BP2000 for real estate acquisitions. Both the City Manager and the County Administrator are equal partners on the IMC which has direct oversight over BP2000. As part of those duties, the City Manager and the County Administrator monitor operations, review and approve operating budgets, and approve contracts and change orders. The table below compares the real estate acquisition thresholds of the City of Tallahassee, the County, and BP2000.

Table #2: City of Tallahassee, County, and BP2000 Real Estate Approval Thresholds

Monetary Thresholds	City of Tallahassee Real Estate Policy: Final Approval Thresholds	Leon County Real Estate Policy: Final Approval Thresholds	BP2000 Real Estate Policy: Final Approval Thresholds
$0 - $25,000	Department Head	County Administrator	N/A
$25,000 - $250,000 Less than 10% above appraisal	N/A	County Administrator	N/A
$25,001 - $500,000 Less than 25% above appraisal	City Manager	N/A	N/A
$250,001 - $500,000 Greater than 25% above appraisal	City Commission	County Commission	N/A
$500,001 and Higher	City Commission	County Commission	N/A
$0 - $750,000 Less than 20% above appraisal	City Commission	County Commission	BP2000 Director
$750,001 and Higher	City Commission	County Commission	IMC

On October 9, 2009, the City Auditor issued a report that reviewed the calculations of the monetary incentives offered to property owners based upon FDOT guidelines, the use of out of town appraisers and an allegation BP2000 paid above fair market value for property acquisitions. The catalyst of this exercise was to address citizen concerns expressed at a BP2000 IA meeting. The results of the City Auditor's Report validated the process that BP2000 utilized for the determination and award of monetary incentives offered to property owners, the use of "out of town" appraisers with some comments and the accuracy of the appraisals in property valuation.

Based upon interviews, BP2000 staff indicated their preference for the use of FDOT review appraisals as a substitute for a second independent valuation when necessary. FDOT has offered to review appraisals for BP2000 without charge and, with the exception of occasional minor concerns, have not had any substantive issues with valuations. In many cases, the property owner will obtain their own appraisal to use in the fair market value negotiations. Another benefit of using the value of a single appraisal is the avoidance of dealing with three independent fair market values. While the differences in the values tend to be minor, the process is cleaner with the process BP2000 is currently using. Table #1 compares the appraisal thresholds of the City of Tallahassee, the County, and BP2000.

Finding #6: *The BP2000 Real Estate Policy requires the Agency to procure two independent state-certified real estate appraisals for acquisitions, sales or dispositions of real property in which the estimated value exceeds $750,000. The current process uses only one appraisal with a review by the Department of Transportation. Based on the interviews with BP2000 staff, and given that many of the appraisals are for land purchased for future transmittal to the Department of Transportation, the process is prudent and efficient.*

Recommendation #6*: Staff recommends that the BP2000 Real Estate Policy be updated in order to reflect current practices including the use of review appraisals by the Department of Transportation.*

Finding #7: *There is a disparity in the approval thresholds for the City Manager and the County Administrator in their respective roles within the City and County, and the BP2000 Executive Director, supervised by these same individuals. The current arrangement provides too much autonomy and it is counter intuitive to have an agency director that reports to the City Manager and the County Administrator having more authority.*

Recommendation #7: *Staff recommends that the IMC be the decision making authority for real estate acquisitions up to $500,000 dollars, and the IA be the decision making authority of purchases above this limit in order to provide the proper internal control.*

Design/Bid/Build Grievance Policy (Purchasing Policy)

The intent of BP2000, as stated in the Procurement Policy, was to adopt the City procurement procedures except as specifically noted in the BP2000 Procurement Policy. Some of the eight exceptions noted in section 101.07 of the BP2000 policy are:

- Utilization of the higher of either the City's or County's MBE goals.
- Utilization of Leon County MBE point system for professional and consultant services.
- The Leon County Local Preference Policy is included by reference.

- The Vendor Grievance Committee membership was changed to include BP2000 staff as well as City and County representatives.

The BP2000 Procurement Policy, as provided by BP2000 staff, lacked the three attachments which are an integral part of the policy (Attachment A- Competitive Thresholds; Attachment B- Leon County Local Preference Policy; and Attachments C- Vendor Grievance Procedures).

The BP2000 policy was last updated in 2002. However, the City policy was extensively revised in 2009 and now consists of the City Commission Policy which encompasses most of the provisions of the BP2000 policy as well as a more detailed Procedures Manual for implementation of the policy. For example, the BP2000 policy section 101.07 reference to Vendor Grievance Procedures is no longer in the City Commission Policy but is now included in the City Procedures Manual. In addition, the BP2000 Policy has a Sunset provision (Section 101.8) which calls for a review of the Policy no later than 2007. No evidence was found that any review has been done.

Since inception of BP2000, there have been two disputes, one in 2009 and the other in 2010 that relied on resolution by the grievance committee as specified in the BP2000 policy Section 101.7,8. The first dispute was a BP2000 design change in the material, height and luminaire wattage of street lights on the Capital Circle SE (E-2) segment. The Committee ruled in favor of the contractor based on the failure of BP2000 to communicate all of the information regarding the change to the contractor in a timely manner.

The second dispute was a challenge by the same contractor for additional overhead costs and maintenance of traffic costs also on the Capital Circle SE (E-2) segment. There was a delay in the project due to a necessary Karst investigation and repair (sinkholes). The Committee ruled in favor of the contractor for reimbursement of costs for overhead and maintenance of traffic.

There has been only one contractor that has had a grievance that needed to be decided in this manner. This contractor had two complaints and both grievances were on the same segment of construction.

Finding #8: *The BP2000 Procurement Policy was last revised on June 17, 2002. The policy should be reviewed for sufficiency and submitted to the IA for approval. If there is no longer a desire to require that the policy be reviewed every five years, then Section 101.08 Sunset Review should be removed.*

Recommendation #8: *Staff recommends that BP2000 revise the Procurement Policies and Procedures and submit the revisions to the IA for approval.*

Finding #9: *Neither Section 101.7, 8 of the BP2000 Procedures Policy nor the City Procurement Policy, nor implementing Procedures Manual, address post contract grievances. Rather, these policies address bidder/vendor grievances concerning awarding of bids. The City Procedures Manual also addresses contract non-compliance procedures although this portion of the Procedures Manual has not yet been incorporated into the BP2000 Policy. As a result, the grievance process followed by BP2000, although appropriate, was not supported by Policy language.*

Recommendation #9*: BP2000 needs to develop vendor grievance procedures**, including post contract disputes, and submit them to the IA for review and approval. Additionally, the BP2000 procurement policy needs to be reviewed for accuracy and compliance with the City of Tallahassee policies.*

Records Management

During the course of normal business activities, BP2000 generates a variety of documents for both internal and external usage. As a public agency, BP2000 is subject to the provisions of Florida Sunshine Law, FS Chapter 119. This law provides that any records made or received by any public agency in the course of its official business are available for inspection, unless specifically exempted by the Florida Legislature. Except for provisions concerning maintenance and availability of City and County records, neither the BP2000 Interlocal Agreement nor the BP2000 IA's By-lays, Procedures and Policies specifically address the record keeping function.

A number of records were requested from BP2000 to assist in the management review including, but not limited to, the following:

- Interlocal Agreement and Amendments
- Bylaws
- Policies and Operating Procedures
- Project Status Reports
- Performance Reports
- Detailed Budgets, Expenditures, Revenues, and Annual Financial Reports
- Minutes for the Citizens Advisory Committee Meetings and IA Meetings
- Staffing and Salary Information
- Bid Documents including RFP's, Bid Protest Documents
- All contracts and change orders
- List of Subcontractors
- Performance Bonus Documents
- Strategic and work plans

Documents requested from BP2000 were obtained from several different physical locations as opposed to one central location. BP2000 elected to have the City maintain all financial and employee records and these records are held by the City. Other records, including mostly contracts for the construction projects, are physically housed at the Leon County Clerk of Courts. The remainder of BP2000's records is stored either at the BP2000 office location or an offsite storage facility. In the past several years, BP2000 has made a concerted effort to place many of these historic records on their web site.

Finding #10: *As an agency subject to the provision of the Florida Sunshine Law, BP2000 has an obligation to maintain records so they are reasonably accessible to the public as well as for internal business reasons. Although all records are obtainable as currently stored, it would be more efficient to maintain a central location for storage of all records.*

Recommendation #10: *Staff recommends that BP2000 designate the City as the central depository for all records, given that the majority of all records including financial, personnel, and contracts are currently housed with the City.*

Past Management Reviews Accountability:

In accordance with the Interlocal Agreement, BP2000 is required to engage outside consultants to conduct performance audits. BP2000 retained MGT of America to conduct the performance

audits for the first three years (2003-2005); Kaye Kendrick Enterprises provided performance audit services in 2006; for the past three years the Florida Center for Prevention Research Emerging Issues & Assessment at Florida State University has conducted the performance audits.

The performance audits developed by MGT of America focused on issues such as the progress of recommendation implementation, an analysis of the progress toward the goal of being "holistic and inclusive," status of revenue leveraging, public outreach and an evaluation of the design/build contract model. Research was primarily acquired through interviews with affiliated persons and independent research. The results from this engagement were presented as commendations, findings and recommendations and included evaluations and solutions to the findings. In addition to the above mentioned information, the audit included some financial highlights as provided in the Comprehensive Annual Financial Report (CAFR) provided by another consultant.

The performance audits developed by Kaye Kendrick Enterprises took a similar approach as previously mentioned. The performance measures focused on BP2000's ability to implement holistic planning, enhance the community's quality of life through the projects assigned to BP2000, and utilize resource management practices to achieve cost efficiencies. Interviews and independent document reviews were the basis of the research. While the results presented in this study were presented with evaluation commentary, they were more descriptive and provided less information than the previous performance audits.

Following the one year performance audit by Kaye Kendrick Enterprises, BP2000 moved this engagement to Florida Center for Prevention Research Emerging Issues & Assessment at Florida State University (FCPRE). This group changed the focus of the performance evaluation from an objective evaluation of goals and objectives and moved to a satisfaction survey. This survey was limited in nature and only included 12 people within the BP2000 organization. Some examples of questions included in the survey were questions such as:

- Based on your observations please rate the degree to which Blueprint 2000 has continued to comply with the initial enabling ballot language.
- Please rank the degree to which Blueprint 2000 has continued to coordinate and plan in a holistic manner programs that address such issues as storm water, environmental, water quality, and transportation.
- Please rank the effectiveness and productivity of Blueprint 2000 in relation to coordination and collaboration with City and County staff, Capital Region Transportation Planning Agency (CRTPA), Florida Department of Transportation (FDOT), and other affected parties and organizations.

A further example of how these performance audits have evolved from an objective evaluation to a satisfaction survey under the FCPRE is in the 'Audit of Performance Satisfaction' section of the 2009 report which states (Attachment #8):

> "Blueprint 2000 continues as a highly effective organization that is making a positive impact on the community with their sound business and management practices while keeping the public informed. They have been extremely successful in obtaining additional funding while completing 13 projects on time and within budget. Transportation in Tallahassee and Leon County is better today because of Blueprint 2000. Anthony Robbins an advisor to several U.S. presidents stated,

> 'If you want to be successful, find someone who has achieved the results you want and copy what they do and you'll achieve the same results.' As a mark of Blueprint's success several cities have come to Tallahassee to study the Blueprint model and to replicate it in their own communities. Blueprint stands out as a bright and shining star of success vested in the people, by the people, and for the people of Tallahassee."

The above statement is subjective and cannot be supported by the survey questions asked during the development and analysis of this report. During an interview with FCPRE it was disclosed that an analysis comparing BP2000 to similar organizations was not completed.

Finding #11: *In earlier years, evaluations were conducted using an objective analysis which utilized statistical data derived from surveys that focused on evaluating the goals and objectives of BP2000. The past two year reviews have progressed into a satisfaction survey that does not correlate to the goals and objectives of BP2000.*

Recommendation #11: *Staff recommends that BP2000 continue to conduct performance audits in accordance with the Interlocal Agreement. However, it is recommended that BP2000 refocus the intent of the performance audit to an objective analysis that evaluates the goals of the agency and whether or not each goal is being accomplished in an effective and efficient manner. In addition, staff recommends that FCPRE no longer participate in the development of the BP2000 Performance Audits.*

E. General Engineering Consultant (GEC) Contract

As stated previously, BP2000 and LPA Group Incorporated (LPA) entered into a contract for General Engineering Consultant (GEC) services in December 2003. The term of the agreement was for five years from the date of issuance of the first Letter of Authorization (LOA), which was February 23, 2004. The original agreement was extended once for the allowed five year extension. The new contact, which commenced February 27, 2009, is for five years and can be renewed annually thereafter until the expiration of the sales tax extension in 2019.

The GEC concept was approved on the premise that the GEC would perform any and all tasks associated with bringing the program to fruition on an "as-needed basis." By implementing this contract, it was the intent of the BP2000 to keep staffing levels at a minimum and only utilize necessary expertise. The disciplines required for the GEC include, but are not limited to: professional engineering, transportation planning, landscape architecture, land surveying, right of way acquisition management, project management, construction engineering and inspection (CEI), public involvement services, and financial services.

Under the terms of the contract, LPA may utilize the services of sub consultants to accomplish specific tasks within the LOAs. Currently, there are 13 sub consultants on the GEC Team, with seven of them being locally certified Minority Business Enterprise (MBE) firms.

Letters of Authorizations:

While the contract is broad in scope, specific projects and tasks are executed using Letters of Authorization (LOAs). Currently, there are nine LOAs associated with the GEC contract (Attachment #9):

Table #3: GEC Contract Letters of Authorization

Letter of Authorization Number	Project Description
LOA #1	General Program Management & Support
LOA #2	Capital Cascade Trail
LOA #3	Capital Circle Northwest
LOA #4	Capital Circle Southeast (Tram to Connie)
LOA #5	Capital Circle Northwest/Southwest
LOA #6	Sensitive Land Acquisition & Land Management
LOA #7	Capital Circle Southeast (Woodville to Tram)
LOA #8	Capital Circle Southeast (Woodville to Crawfordville)
LOA #9	Capital Circle Southwest (Crawfordville to SR 20)

LOA #1 includes tasks that are not associated with a specific project. It supports the general program management of the BP2000. Tasks associated with LOA #1 include, but are not limited to, the following:

- Program Setup: This task is to provide initial setup of the BP2000 office. This task includes administrative functions such as billing, reporting, program management methodologies, data processing requirements and other operational requirements needed to properly manage the BP2000 office.
- Program Management Support: This task includes the development of a Procedures Manual, Environmental Management Plan, Land Banking Policy, Plans Review Policy, and other policies and procedures required for the operation of the BP2000 program. In addition, support of and attendance at BP2000 committee meetings as required.
- Planning and Budget: This function is for general planning, not project specific planning. Inclusive in this task is the development and maintenance of the BP2000 Master Plan and preparation of the Capital budget.
- Communications and Public Relations: This task is to develop and implement a BP2000 Communication and Public Relations Program. This includes the development and maintenance of a BP2000 website, attendance at public meetings and special events, and other media requirements as required.
- Land Acquisitions and Land Management: This task is to support and assist in the setup of the Blueprint Management Systems to be utilized during the acquisition of all real property.
- Financial Services: Specific support includes fund-leveraging activities including grant and loan applications, and standard contract language for use by BP2000.

With the exception of LOA #1, all other LOAs are project-specific and generally include similar tasks. Depending on the scope of each project, additional tasks may be included or eliminated from the LOA. General tasks included in LOA #2 thru LOA #9 include:

- Project Management: This task includes the management of the project from construction to closeout. Tasks include scheduling, reporting, budget management, right of way acquisition management, public information, coordinating with other projects and agencies, administration, permitting, plans review, management of contractor and sub consultants, and verification of billings and disbursements.
- Planning: This task includes all planning functions for roadway and non-roadway elements, development of estimates and budgets, preparation of scopes of services and

award of contracts for planning requirements, management of stormwater, and similar studies in support of the project and public involvement.

- Design: This task includes preparation of a design scope of services, support for a contract award, contract management, design reviews, and coordination with outside agencies for roadway and non-roadway elements.
- Construction: This task includes the development of construction related contracts, construction oversight, quality control, maintenance of traffic (MOT), and public involvement and information.
- Project Closeout and Acceptance: This task includes the administrative closeout functions for each project (i.e. maintenance agreements, permit compliance reports, contract closeouts, final audits, and right of way map filing).

Each LOA is approved annually for a negotiated 'Lump Sum Amount' as specified in the GEC contract. All services provided by the GEC Team are charged to the applicable LOA. Staff reviewed compensation data for each LOA; however, only costs associated with LOA #1 will be used as an example below. Financial data is based on records obtained through January 2011. Table #4 summarizes the LPA's compensation for services provided under LOA #1 and discussed in further detail below.

Table #4: GEC Program Management and Support Costs

Direct Salaries & Wages	$885,735
Administrative Overhead & Fringe Benefits	$1,122,537
Operating Margin/Profit*	$252,222
Expenses	$185,916
Performance Bonus*	$324,000
Facilities Capital Cost of Money (FCCM)	$9,503
Total LPA	**$2,779,913**
Sub consultants	$2,665,087
Total LOA #1	**$5,445,000**

Note: Operating margins/profits and performance bonuses are not typically levied by local governments and would be an immediate net savings if this function was moved to an existing City and/or County department.

The compensation established for each LOA consists of the following allowable costs:

- Direct Salary and Wages include both straight time payments (40-hour workweek) and all overtime payments made for an employee's services on a project. A wage inflation rate of 5% per year is also included. Since 2004, direct salary payments exclusively for LPA staff providing services under LOA #1 were approximately $885,735. This includes $160,921 for employees housed at LPA's home office and $724,814 for LPA field employees (employees working directly at the BP2000 office).
- Administrative Overhead and Fringe Benefits are indirect costs calculated as a percentage of chargeable salaries and wages of the Consultant, excluding overtime. The percentage rates are negotiated yearly by BP2000 and LPA based on LPA's most recent annual overhead audit approved by the Florida Department of Transportation according to the current overhead guidelines. Overhead rates have ranged from 153.52% to 171.81% for LPA's home office employees, and 112.83% to 131.85% for field employees. The percentage rates for LPA field employees are lower than those of the home office due to BP2000 providing office space, computers, office supplies, telephones and other routine

job related supplies to these employees. Overhead payments for LOA #1 total approximately $1.1 million for LPA over the course of the contract, including $259,523 for home office employees and $863,014 for field employees.

- Operating Margin/Profit is paid to LPA in the amount of 12.5% of the direct salaries plus administrative overhead. To date, LPA's total profit for LOA#1 is approximately $250,000. The contract provides that the operating margin does not necessarily represent net profit to the Consultant. These charges are not applied by local government project managers to capital projects. If this function was moved in-house it would generate a net savings to BP2000.
- Expenses covering both project and related contract support are also allowed under the contract. Allowable expenses include the purchase or lease of equipment, delivery costs, fax costs, mobile phone costs, lease of special facilities, travel costs, and purchases of other services and/or items as approved by BP2000. These expenses have totaled $185,916 over the course of the contract.
- Performance Bonuses are given semiannually to LPA once a written evaluation is completed. The evaluation is used to determine the amount of the bonus. The maximum value of the performance bonus for each evaluation period is equal to the lesser of 10% of all contract management billings during the period or $50,000. The evaluation is conducted by a committee consisting of the BP2000 Director and a minimum of two BP2000 employees designated by the Director. The Director forwards the evaluation to the IMC for review and final approval. LPA is evaluated on the following performance criteria with the corresponding weights applied to each:
    - Cost Control (30%)
    - Schedule (25%)
    - Safety, including worker and public (5%)
    - Innovation and Value (20%)
    - Minority Business Enterprise participation (10%)
    - Client Satisfaction (10%)

  Based on the performance scoring thresholds outlined in the contract, the combined weighted score is used to develop the amount of each performance bonus. LPA has received favorable scores, resulting in performance bonuses being awarded for each evaluation. To date, LPA has been awarded $324,000 in performance bonuses. Bonuses have ranged from $19,000 to $34,000 and are charged to LOA #1. These charges are not applied by local government. If this function was moved in-house there would be no need for bonus payments.
- Facilities Capital Cost of Money is computed as a percentage applied to direct salaries and wages. The rate is currently not to exceed 2%. To date, $9,503 has been charged to LOA #1.
- Sub consultant Costs are reimbursed to LPA. The contract allows sub consultants the following costs:
    - Salaries and Wages at actual hourly rates paid to employees
    - Administration overhead and fringe benefits
    - Operating margin.

  Based on financial records, LPA has charged $2,665,087 for services provided by sub consultants under LOA #1.

In addition to the total costs for general program management and support for BP2000, the personnel and operating costs for the BP2000 should also be included in order to depict the true cost of the daily operations of the agency. The table below summarizes the yearly program management and support costs of the LOA #1 as well as the personnel and operating costs of BP2000.

Table #5: Summarization of the Yearly Program Management and Support Costs for LOA #1 and BP2000

Fiscal Year	LOA #1	BP2000	Total
FY 2004(1)	$412,470	$828,809	$1,241,279
FY 2005	$801,456	$839,756	$1,641,212
FY 2006	$996,469	$827,223	$1,823,692
FY 2007	$714,630	$988,408	$1,703,038
FY 2008	$822,571	$1,042,394	$1,864,965
FY 2009	$702,117	$1,086,901	$1,789,018
FY 2010(2)	$802,180	$1,150,832	$1,953,012
FY 2011(3)	$193,107	$1,166,506	$1,359,613
	$5,445,000	***$7,930,829***	***$13,375,829***

Notes:
(1) FY 2004 costs are partial year payments, due to the contract commencing mid-year FY 2004.
(2) FY 2010 BP2000 costs are budgeted, not actual costs.
(3) FY 2011 LOA #1 costs represent payments for the first quarter of the fiscal year. Annualized costs for FY 2011 are estimated at $772,428, bringing the total compensation for LOA #1 to approximately $6.02 by the end of the FY. FY 2011 BP2000 costs are budgeted, not actual costs. The total costs associated with Program Management will reach $14 million by the end of FY 2011.

Finding #12: *Since 2004, LPA and its sub consultants have been compensated $5.45 million for Program Management and Support services provided under LOA #1. These costs are expected to total approximately $6.02 million by the end of FY 2011. BP2000 operating costs are approximately $7.9 million. The total cost associated with the Program Management element of BP2000 is $13.4 million and estimated to reach $14 million by the end of FY 2011. Based on the scope of services for LOA #1, the actual costs should have decreased from year-to-year, due to the fact that initial program set-up is complete. However, as shown in Table #5, throughout the duration of the contract there is no downward trend of actual costs.*

Recommendation #12: *Staff recommends that BP2000 renegotiate the Letters of Authorization associated with the GEC contract with LPA by September 2011, taking into consideration the available capacity of existing City and County resources, to realize potential cost savings due to the fact that the majority of BP2000 projects have been completed and/or moving toward completion.*

Biannual Performance Reports:

In accordance with the GEC contract, LPA produces biannual reports for the BP2000 Director that provides updates on all BP2000 projects including scheduling, costs and issues. The information in the biannual performance reports is a summary of the monthly progress reports. Staff reviewed several of the biannual reports and the August 2010 report will be referenced below.

Each report includes a "Cost Control" section. This section provides information on the efforts by the GEC and BP2000 to maximize cost efficiencies. A list of accomplishments is provided

within the "Cost Control" section and the following are a sample of what is included in the August 2010 Bi-annual Report for the GEC contract (Attachment #10):

Excerpt from the August 2010 Bi-Annual Report

1. *Finalized and signed the construction contract for the Cascade Park project with construction commencing on July 6th*
2. *Selected and negotiated contract with a consultant for Construction Engineering Inspection (CEI) Services on the CCSE-E3 project*
3. *Working with COT Public Works Department on the FAMU Way Extension project*
4. *Turned procurement services for the CCSE-E3 Design-Build project over to FDOT Chipley to secure ARRA funds for the project*
5. *Selected a local bridge design firm for the Capital Cascade Connector Bridge project*

The list also includes mention of the securing of a $4.2 million grant from HUD, bringing website maintenance in-house, and from the Capital Cascade Trail, Segment 2 – Cascade Park section, lists the establishment of an in-house CEI Team to provide construction services for Cascade Park. These three tasks were then included in a Table of Estimated Cost Savings on page six of the August 2010 report. The Total Cost Savings were identified as $4,730,000.

The HUD Grant revenue, identified as cost savings in the Table of Estimated Cost Savings, does not represent true cost savings. One of the duties of BP2000 and the GEC is to leverage funds. Procurement of those funds is not savings and is not limited to agencies like BP2000; those funds are available to any entity that completes the process and meets the requirements. To claim those grants as true cost savings and to use those numbers in a return on equity calculation is not accurate. Given that those grants are not true cost savings, a more accurate calculation would be to include the entire funding of BP2000 and the GEC and administration costs as the costs of investment and the grant money received as a gain. Based on the information in the Contracts in Force section, there were $85 million of contracts in force in the period, plus the costs of $1.5 million, resulting in a return on investment of 3% not 300% as identified in the Conclusion section of this report.

In addition to the performance audits from outside consultants, BP2000 began including a "client satisfaction" section. The report describes this section as grading criteria and evaluation categories for the performance report. An Evaluation Committee is to review, comment and grade the satisfaction with the GEC's performance. The report states that the exercise is not designed for "hard grading criteria" but more for the overall performance of the GEC. There is no mention of the composition of the review committee, no description of the performance measures being evaluated, no explanation of the methodology being used and no scores in the report. A list of highlights that were completed is included. Additionally, Appendix A is a blank GEC Performance Evaluation Criteria score-sheet. Performance weights are listed; scores are measured on a 1-100 scale and then weighted. This score sheet is used for the GEC bonus calculation.

Finding #13: *While the biannual reports provide detailed information on the status of all BP2000 projects, it does not necessarily provide accurate information regarding cost savings. In addition, the client satisfaction section should be reviewed in terms of content and information that is provided and list the composition of the review committee. Furthermore, BP2000 should*

limit the use of non-objective measures, focus on reporting the progress of projects and eliminate the promotion from this document or eliminate the document entirely.

Recommendation #13: *Staff recommends that BP2000 review the necessity of the biannual reports. These biannual reports summarize information already presented in the monthly reports produced by the GEC. The production of a more detailed monthly report at year end would generate cost savings to the GEC.*

Minority Business Enterprise (MBE)

The GEC contract includes a Minority Business Enterprise (MBE) element, in which LPA certifies that it will utilize 15.5% MBE participation on projects, and will strive to achieve an overall goal of 20%. Each LOA establishes the MBE goal for the particular tasks; however, tasks that are funded with federal and state funds are not counted in the goal.

Semi-annually, in conjunction with the Performance Evaluation process, LPA provides an MBE report summarizing the MBE participation for the period and program inception to date. According to the August 2010 report, the cumulative MBE participation for the GEC contract has totaled 18%, or $3.7 million. Currently, there are seven locally certified MBE firms providing services under the GEC contract.

Finding #14: *The GEC has continued to meet or exceed the 15.5% Minority Business Enterprise goal provided in the GEC Contract. The GEC is also involved in the MBE Coordination for all BP2000 projects. BP2000 currently uses the City's MBE policy and the County's Local Preference policy.*

Recommendation #14: *Staff recommends that this function be brought under the management of either the City of Tallahassee or Leon County's MWBE departments. This reduction in work scope for the GEC would result in potential cost savings for BP2000 due to the recurring reduction of overhead costs already supported by the City and County.*

Public Involvement

The Public Involvement element of the GEC contract includes tasks to inform the public on the status and impact of BP2000 projects. Specific tasks include, but are not limited to, the following:

- Provide notices to residences and businesses in project work areas about potential impacts, opportunities for input, and contact information if questions arise.
- Provide project information to the public through establishment of contact with the media directly, or through City and County Communication or Public Information Offices, and use of any communication tools necessary to effectively inform the public (i.e. media/press releases).
- Organize Public Meetings, Groundbreakings, and Ribbon Cuttings
- Develop and Maintain the BP2000 Website.

Currently, there are two employees providing public information services under the GEC contract. In addition, LPA has utilized sub consultants for services such as website design, advertising, and marketing to further support the Public Involvement component. Recently the website maintenance was transitioned from a GEC sub-consultant to the Public Involvement GEC team, as stated in the August 2010 Bi-annual Report.

Services are provided for each project and charged to the applicable LOA. Table #6 provides a breakdown of all costs associated with the Public Involvement Program by fiscal year.

Table #6: Public Involvement Costs (1)

Fiscal Year	Employee Related Costs	Advertising Consultant Costs	Total
FY 2004(2)	$82,649	$28,012	$110,661
FY 2005	$198,819	$71,029	$269,849
FY 2006	$307,638	$33,363	$341,001
FY 2007	$267,394	$81,537	$348,931
FY 2008	$287,427	$121,109	$408,536
FY 2009	$301,715	$91,213	$392,928
FY 2010	$331,494	$70,304	$401,798
FY 2011(2)	$83,972	$19,004	$102,976
	$1,861,109	***$515,572***	***$2,376,681***

Notes:
(1) Includes costs for each LOA through January 2011.
(2) FY 2004 and FY 2011 are partial year payments. Annualized costs for FY 2011 are estimated at $411,904, bringing the total c Public Involvement services to approximately $2.69 million by the end of FY 2011.

Finding #15: *Since 2004, Public Involvement costs have totaled approximately $2.38 million under the GEC contract, which includes LOA #1 thru LOA #9. Of this, $1.9 million is for personnel related expenses for two employees and $516,000 for an Advertising/Marketing sub consultant. These costs are expected to reach $2.69 million by the end of FY 2011. Services provided are in-line with those provided by the City's Communications and the County's Public Information departments. The significant difference is that City and County Communication and Public Information departments provide services on an organizational-wide level, while the GEC team provides services for one department. As mentioned earlier, the GEC Public Involvement staff works closely with City and County Communications and Public Information staff to provide information on BP2000 projects.*

Recommendation #15: *Staff recommends that in order to provide for more cost effective service delivery, the public involvement functions can be performed under the direction of the City and County Communications and Public Information Directors.*

Construction Engineer Inspection:
In 2010, the GEC established an in-house construction engineer inspection team to provide construction inspection services for Cascade Park. In the March 2010/August 2010 Biannual Performance Report, BP2000 stated that this in-house CEI team would generate approximately $480,000 in savings. Two City employees were loaned to BP2000 to provide construction inspection and program engineering services to the Agency. The total salary and benefits for these two positions are $185,810.

It is unclear if these two employees were able to provide all of the CEI and program engineering services that were previously being provided by a sub-consultant or if some of the CEI and program engineering services would be provided from members of the existing GEC team.

Finding #16: *CEI services have been provided on BP2000 projects by two City employees for construction inspections, in lieu of contracting sub-consultant for these same services at a cost of $480,000. This conflicts with the premise of using the current GEC structure where long-term cost savings are achievable through the use of temporary employees instead of permanent*

employees. In this particular instance the savings for using the existing City staff is $199,190. Long- term cost savings of hiring sub-consultants for CEI services may in fact be achievable, but the short term impacts of these costs which are more than double those employee salaries should be taken into account.

Recommendation #16: *Staff recommends that the Executive Director of BP, review and provide to the IMC an analysis of current GEC staffing resources and potential GEC reduction cost savings, such as using available County and City resources.*

Summary of Total GEC Costs

As noted earlier, the GEC Team performs specific services and tasks as outlined in each LOA. Table #7 shows the payments made directly to LPA and LPA's sub consultants per LOA since the inception of the GEC contract in 2004. The payments include all costs provided in the 'allowable costs' section of the GEC contract (Attachment #11).

Table #7: Total Payments to LPA and Sub Consultants for LOA #1 - LOA #9

LOA #	LPA	Other Sub consultants	Total
LOA #1	$2,779,913	$2,665,087	$5,445,000
LOA #2	$2,396,248	$1,042,534	$3,438,782
LOA #3	$230,131	$685,931	$916,061
LOA #4	$1,100,212	$1,978,427	$3,078,639
LOA #5	$300,177	$4,212,087	$4,512,264
LOA #6	$39,431	$329,690	$369,121
LOA #7	$1,051,171	$1,423,695	$2,474,866
LOA #8	$276,026	$487,567	$763,593
LOA #9	$138,787	$503,459	$642,246
Total	**$8,312,096**	**$13,328476**	**$21,640,572**

Note: Payments included here are based on financial records obtained through January 2011.

Finding #17: *Since 2004, LPA has been compensated $21.6 million dollars for services provided under the GEC contract. Of this, $8.3 million is for payments made directly to LPA and $13.3 million for sub consultant services. While the GEC team has been efficient in the set-up and management of the BP2000 program thus far, there may be a more efficient way to provide these services going forward.*

Recommendation #17: *As previously stated**,** Staff recommends that BP2000 renegotiate its GEC contract and LOAs to realize potential costs savings due to the fact that several of the original projects are completed and/or nearing completion. Additionally, the IMC and BP2000 staff should review the entire GEC model for actual cost savings given the program has been in existence for seven years. To use a model that assumes higher short-term costs for temporary resources will only work if those resources are truly short-term. If those resources turn out to be long-term, then the costs will far exceed the use of permanent resources and employees.*

F. Projects and Expenditure Overview:

Type of Projects

The proceeds of the Dedicated Sales Surtax which are dedicated to Blueprint 2000 Projects are used to fund projects in the following categories: Stormwater and Water Quality, Transportation Improvements, and Greenways and Parks and Recreation. Projects were approved by the County and City Commissions on July 10, 2000 and were categorized as first or second priority. BP2000 further delineated priority projects into LOA #'s 2 thru 9, which was detailed earlier in the

report. Table #8 shows a summary of the expenses for each project as of September 31, 2010 as shown in the BP2000 Project Management Matrix related to expenditures for projects (Attachment #12). These costs do not include the project management costs outlined in LOA #1 thru #9 discussed above. In addition, it should be noted that the actual expenses outlined in the project management sheet did not reconcile with expenditures for projects detailed in the City's financial system. While the reconciliation did not vary substantially from the actual project expenditures, the program management sheet is presented by BP2000 as an up to date accounting of expenditures for all BP2000 projects.

Table #8: BP2000 Project Expenditures & Encumbrances FY 2003- FY 2010(1)

Letters of Authorization	Project	Preliminary Engineering	Right of Way	Construction	Stormwater	Total	Percent Total
LOA #2	Capital Cascade	$7,070,466	$458,481	$17,035,717	$0	$24,564,664	10.97%
LOA #3(2)	Capital Circle NW	$0	45,586,051	22,605,000	4,285,996	72,477,047	32.38%
LOA #4(2)	Connie to Tram	$0	3,317,268	32,269,488	$0	35,586,756	15.90%
LOA #5	Capital Circle NW/SW	5,447,326	41,481,037	$0	1,540,000	48,468,363	21.65%
LOA #6(3)	Sensitive Lands	$0	6,691,632	$0	$0	6,691,632	2.99%
LOA #7(2)	Tram to Woodville	1,210,108	13,174,000	18,314,128	$0	32,698,236	14.61%
LOA #8	Woodville to Crawfordville	996,151	$0	$0	$0	996,151	0.45%
LOA #9	Capital Circle SW	2,354,312	$0	$0	$0	2,354,312	1.05%
Total		$17,078,363	$110,708,469	$90,224,333	$5,825,996	$223,837,161	100%
Percent Total		7.63%	49.46%	40.31%	2.6%	100%	

(1) Source Blueprint 2000 Master Plan Schedule as of September 31, 2010 - Does not include program management costs as outlined in LOA #1 - #9
(2) Completed Projects
(3) Includes land purchases only, does not include payments to the County or City for water quality projects, Lidar imagery or program management costs

As indicated in the table, the majority of the costs associated with these projects are right-of-way acquisition followed by construction. The costliest project to date is Capital Circle Northwest, which took 32% of total project expenditures with 63% of this particular project's budget going to right of way acquisition.

The BP2000 projects are summarized below.

- Capital Cascade Trail: This project includes the construction of Capital Cascade Park. The park will be a continuous park extending from Lafayette Street on the north to Monroe Street on the southwest. The park will ultimately provide significant stormwater management facilities that will abate the existing flooding problems along the St. Augustine Branch and provide a setting for a world class park. Construction began in July 2010 and the park is expected to be open to the public July 2012.
- Capital Circle NW: This project widened Capital Circle Northwest from Commonwealth Lane to West Tennessee Street from three lanes to six lanes. The project also required the construction of a regional stormwater facility south of West Tennessee Street. The

facility was designed as a multi-use pond providing improved stormwater treatment and a reduction in downstream flooding. The project was designed, let and constructed by the Florida Department of Transportation, with advance funding provided by BP2000. Construction began in late 2005 and was completed in September 2007.

- Capital Circle Southeast (Connie to Tram): This project widened the existing two-lane undivided rural road to a six-lane divided urban facility in a park-like setting. The project included curb and gutter, sidewalk, a wide meandering sidewalk, bicycle lanes, stormwater improvements and substantially landscaped median within the landscaped corridor. Construction began in May 2005 and was completed in June 2008.
- Capital Circle NW/SW: The PD&E Study for this project was completed in August 2006. The study limits for this 2.9 mile project to extend from Tennessee Street to Orange Avenue. The project proposes to expand the existing two-lane undivided rural roadway to a six-lane divided urban (curb and gutter) facility, provide new traffic signals at Orange Avenue, Blountstown Highway, and Gum Road intersections, and include significant landscaping as well as pedestrian, bicycle and recreational amenities. The project is fully funded for design, Right-of-Way acquisition and construction. Actual construction of the project is being delayed due to a permit challenge by a property owner adjacent to the project.
- Sensitive Lands: A Sensitive Lands Working Group was established in 2003 to help BP2000 in the identification, prioritization, and acquisition of environmentally sensitive lands. This volunteer, eight person group met with Tallahassee-Leon County Planning Department and BP2000 staff to develop the acquisition/prioritization criteria and assess the merit of properties within the Headwaters of the St. Marks, Black Creek, and the sink area of Eastern Leon County. Some of the successes to date include, providing funds to protect 1,079.62 acres of the St. Marks headwaters through either fee simple acquisition or the placement of a conservation easement and committing $2.77 million toward the acquisition of Fred George Sink and surrounding 174 acres for the protection of ground water.
- Woodville to Tram: This project widened approximately 2.3 miles of the existing two-lane Capital Circle Southeast from west of Woodville Highway to Tram Road to a six-lane facility. The project included significant landscaping as well as pedestrian, bicycle and recreational amenities.
- Woodville to Crawfordville: This project proposes to widen approximately 1.15 miles of the existing two-lane Capital Circle Southeast from west of Woodville Highway to east of Crawfordville Road to an ultimate seven-lane facility. Provisions for future traffic signals will be made at Shelfer Road and the Capital Circle Southeast intersection. This project includes significant landscaping as well as pedestrian, bicycle and recreational amenities. The project is funded by the American Recovery and Reinvestment Act Program and is currently under construction.
- Capital Circle SW: A PD&E study will be conducted for this portion of Capital Circle between Crawfordville Road and Blountstown Highway. The study will evaluate alternative alignments as well as the existing alignment of Capital Circle. In addition, the study will investigate improvements for Springhill Road from Orange Avenue to Capital Circle. Neither the Right-of-Way nor construction phases for this project are currently included within the BP2000 Master Plan.

Project Management – Comparison City and County

BP2000's projects primarily use the design/build arrangement, meaning the project is designed as it is being built. One of the principal advantages to a design/build project, in addition to the more expeditious completion of the project, is the close working relationship between the design team and the contractor. With all of the professional oversight of the multiple consultants, a design change should always be communicated to the contractor in a timely manner.

The City and County primarily use the design/bid/build approach, meaning that the project is first designed, put out to bid through a RFP, and then constructed. Throughout this process, City and County program managers oversee the project eliminating the multiple layers of consultants that are used in the BP2000 structure. As shown on the organization chart on page 6 there are three layers of 'program/project managers' (excluding the entity hired to complete the project) before reporting to the BP2000 Director. This could result in lapses in communication between the contractor and various partners.

Table #9 provides a comparison of project management costs between BP2000, the City of Tallahassee, and Leon County. The Connie to Tram section constructed by BP2000 was used since it was complete and was in proximity to the City and County Orange Avenue projects.

Table #9: Comparison of Project Management Costs

	BP2000		**City of Tallahassee**		**Leon County**	
Road Segment	*Capital Circle: Connie to Tram*		*Orange Ave Extension: Blairstone to Capital Circle*		*Orange Ave: South Monroe to Blairstone*	
Project Management Costs	$3,088,559	7.74%	$398,961	3.26%	$422,267	1.08%
Total Project Cost	$39,894,048	100%	$11,862,346	100%	$38,931,392	100%

The table indicates that there is variability relating to program management costs with BP2000 having a higher percentage of costs associated with project management than the City or County. Due to the variability and different circumstances regarding construction, right-of-way acquisition costs, project management costs were the only costs directly compared.

Finding #18: *A review of projects costs for BP2000 projects, with specific attention to LOA #4 (Connie to Tram) indicated that the Program Management Matrix costs did not completely match expenditures as documented in the City of Tallahassee's financial system.*

Recommendation #18: *If the Project Management Matrix is going to be used as an accurate representation of BP2000 expenditures, it should be reconciled frequently with expenditures as detailed in the financial system.*

Finding #19: *BP2000 project management currently uses multiple layers of consultants to manage projects that results in additional costs as well as a more cumbersome communications process.*

Recommendation #19: *BP2000 should institute procedures requiring written contractor sign-off on any design changes made by the BP2000 staff or the design consultants or modification of work prior to the work being performed. If this type of structure is not compatible with a design/build approach, then perhaps a design/bid/build arrangement should be strongly considered going forward.*

G. Summary of Findings:

Finding #1: Through interviews it was determined that the IMC quarterly meetings were often canceled.

Finding #2: While the CAC is an integral part of the BP2000 Agency, some members of the CAC appear to be serving beyond the term limits set forth in the bylaws and are in violation of the CAC "conflict of interest" clause.

Finding #3: Once the TCC was changed to an advisory committee, technical decisions tended to be made prior to TCC meetings by BP2000 staff/consultants and the advice of the committee was not always considered when presenting the final recommendations to the IA.

Finding #4: The BP2000 organization resembles a 'third' Public Works department that completes a specific list of projects decided by the City and County Commissions as the Intergovernmental Agency. This structure allowed BP2000 to focus on implementing the specific project list faster than may have otherwise been possible through the minimal staffing and the hiring of consultants through the general engineering contract.

Finding #5: The BP2000 February 2004 Performance Auditing Services Final Report, submitted by MGT of America, described the overall structure of the BP2000 as 'complex,' 'unwieldy,' and 'awkward' from a traditional management perspective. The report does take into account the difficulty of balancing the interests of both public agencies in areas of control, effectiveness, cost and convenience.

Finding #6: The BP2000 Real Estate Policy requires the Agency to procure two independent state-certified real estate appraisals for acquisitions, sales or dispositions of real property in which the estimated value exceeds $750,000. The current process uses only one appraisal with a review by the Department of Transportation. Based on the interviews with BP2000 staff, and given that many of the appraisals are for land purchased for future transmittal to the Department of Transportation, the process is prudent and efficient.

Finding #7: There is a disparity in the approval thresholds for the City Manager and the County Administrator in their respective roles with the City and County, and the BP2000 Executive Director, supervised by these same individuals. The current arrangement provides too much autonomy and it is counter intuitive to have an agency director that reports to the City Manager and the County Administrator having more authority.

Finding #8: The BP2000 Procurement Policy was last revised on June 17, 2002. The policy should be reviewed for sufficiency and submitted to the IA for approval. If there is no longer a desire to require that the policy be reviewed every five years, then Section 101.08 Sunset Review should be removed.

Finding #9: Neither Section 101.7, 8 of the BP2000 Procedures Policy nor the City Procurement Policy, nor implementing Procedures Manual, address post contract grievances. Rather, these policies address bidder/vendor grievances concerning awarding of bids. The City Procedures Manual also addresses contract non-compliance procedures although this portion of the

Procedures Manual has not yet been incorporated into the BP2000 Policy. As a result, the grievance process followed by BP2000, although appropriate, was not supported by Policy language.

Finding #10: As an agency subject to the provision of the Florida Sunshine Law, BP2000 has an obligation to maintain records so they are reasonably accessible to the public as well as for internal business reasons. Although all records are obtainable as currently stored, it would be more efficient to maintain a central location for storage of all records.

Finding #11: In earlier years, evaluations were conducted using an objective analysis which utilized statistical data derived from surveys that focused on evaluating the goals and objectives of BP2000. The past two year reviews have progressed into a satisfaction survey that does not correlate to the goals and objectives of BP2000.

Finding #12: Since 2004, LPA and its sub consultants have been compensated $5.45 million for Program Management and Support services provided under LOA #1. These costs are expected to total approximately $6.02 million by the end of FY 2011. BP2000 operating costs are approximately $7.9 million. The total cost associated with the Program Management element of BP2000 is $13.4 million and estimated to reach $14 million by the end of FY 2011. Based on the scope of services for LOA #1, the actual costs should have decreased from year-to-year, due to the fact that initial program set-up is complete. However, as shown in Table #5, throughout the duration of the contract there is no downward trend of actual costs.

Finding #13: While the biannual reports provide detailed information on the status of all BP2000 projects, it does not necessarily provide accurate information regarding cost savings. In addition, the client satisfaction section should be reviewed in terms of content and information that is provided and list the composition of the review committee. Furthermore, BP2000 should limit the use of non-objective measures, focus on reporting the progress of projects and eliminate the promotion from this document or eliminate the document entirely.

Finding #14: The GEC has continued to meet or exceed the 15.5% Minority Business Enterprise goal provided in the GEC Contract. The GEC is also involved in the MBE Coordination for all BP2000 projects. BP2000 currently uses the City's MBE policy and the County's Local Preference policy.

Finding #15: Since 2004, Public Involvement costs have totaled approximately $2.38 million under the GEC contract, which includes LOA #1 thru LOA #9. Of this, $1.9 million is for personnel related expenses for two employees and $516,000 for an Advertising/Marketing sub consultant. These costs are expected to reach $2.69 million by the end of FY 2011. Services provided are in-line with those provided by the City's Communications and the County's Public Information departments. The significant difference is that City and County Communication and Public Information departments provide services on an organizational-wide level, while the GEC team provides services for one department. As mentioned earlier, the GEC Public Involvement staff works closely with City and County Communications and Public Information staff to provide information on BP2000 projects.

Finding #16: CEI services have been provided on BP2000 projects by two City employees for construction inspections, in lieu of contracting with sub-consultants for these same services at a cost of $480,000. This conflicts with the premise of using the current GEC structure where long-term cost savings are achievable through the use of temporary employees instead of permanent employees. In this particular instance the savings for using the existing City staff is $199,190. Long- term costs of hiring sub-consultants for CEI services may in fact be achievable, but the short term impacts that these costs more than double those employee salaries should be taken into account.

Finding #17: Since 2004, LPA has been compensated $21.6 million dollars for services provided under the GEC contract. Of this, $8.3 million is for payments made directly to LPA and $13.3 million for sub consultant services. While the GEC team has been efficient in the set-up and management of the BP2000 program thus far, there may be a more efficient way to provide these services going forward.

Finding 18***:*** A review of projects costs for BP2000 projects, with specific attention to LOA #4 (Connie to Tram) indicated that the Program Management Matrix costs did not completely match expenditures as documented in the City of Tallahassee's financial system.

Finding #19: BP2000 project management currently uses multiple layers of consultants to manage projects.

H. Conclusion:

Based on the report entitled "Blueprint 2000 and Beyond: A Community Based Guide for Economic Development and Natural Resources Management", City and County Commissions selected high priority projects to be funded from the FY 2004 sales tax extension. A number of these projects were very visible state roadway improvements and other large multi-jurisdictional projects. The Blueprint 2000 report also incorporated a more holistic approach for construction of these projects inclusive of aesthetic stormwater facilities and enhanced bike and pedestrian amenities. In order to effectively manage these projects and get the projects done in an expeditious manner, an intergovernmental agency operating as an independent governing body was established by interlocal agreement between the City and County. The new agency, although similar to both City and County Public Works Departments, was given greater administrative flexibility and approval authority for accomplishing the designated projects such as the high approval thresholds for the Executive Director and IMC for real estate acquisitions. This structure, which is highly dependent on outside consulting resources, accomplished the initial goals of both the City and County and allowed these large high dollar projects to get started and finished quickly.

At this time, a majority of the funded BP2000 projects are either complete or near completion. In addition, limited funding resources are available for new projects. One of the purported benefits for structuring the agency with contracted program management was the capability to rapidly reduce program costs consistent with reduced workloads rather than having to lay off permanent full-time government employees. However, as outlined in the General Engineering Consultant Contract section of the report, even though BP2000 projects were being completed, or were under contract, the project management costs have remained fairly consistent since

inception. Also, it is further argued that this form of contract management justifies paying higher overhead costs for private sector contracting than the economies of scale provided in government overhead. This, however, does not appear to be the case since program management costs have stayed consistent throughout BP2000's existence.

In addition to the limited number of projects remaining, a number of other factors impact the continued viability of the IA as currently structured. Since inception of the Agency, a number of financial constraints have been placed on both City and County governments due to property tax reform, a decline in property valuations, and slow sales tax growth. Given these circumstances, it might be financially prudent for City and County management to consider downsizing the current BP2000 structure or bringing the BP2000 function under the oversight of an existing department such as City/County Planning. The Planning Department is in a better position to coordinate with the City and County Public Works Directors of the apparent capacity of the existing engineering and project management expertise.

By utilizing existing staff resources, there is the opportunity to reduce recurring overhead charges and performance bonuses that are paid to contracted consultants. Based on information gathered in the management review, staff estimates cost savings will also be realized through downsizing the Public Involvement portion of project management with existing resources of Planning, and City and County Communication and Public Information staff. This option will immediately reduce recurring overhead costs for these program management areas, in addition to operating margins/profits that are not typically levied by local governments.

In order to accomplish this type of consolidation, a detailed analysis of each Letter of Authorization associated with project management and general engineering must be done to see which functions can be distributed among existing City and County staff. Also, it is likely that some specific consulting resources may need to be maintained to preserve the continuity of active construction projects such as Cascade Park and the segment of Capital Circle Southwest between Crawfordville Road and Woodville Highway (LOA #2 and #8, respectively).

Since the start of this review, the BP2000 Executive Director has resigned and Capital Program and Finance Manager retired from their positions in December 2010 and March 2011, respectively. (The Capital Program and Finance Manger served as Interim Executive Director from January 2011 – March 2011.) The turnover of the Executive Director and Capital Project and Finance Manager positions provides a unique opportunity to reorganize the structure of BP2000 utilizing the existing resources of both local governments, as described above, to achieve the goals of the BP2000 Interlocal Agreement.

As a result, the management review team met with Senior Executive Staff (Assistant County Administrator, and the City Director of Management and Administration Services) to review the scope of work and preliminary findings. At this meeting it was suggested by the team that the City and County may want to delay or reconsider the hiring of the BP2000 Director due to the possibility that the management of BP2000 could be streamlined by more effectively integrating the City and County Public Works Departments into the BP2000 structure, and realigning the reporting of the Executive Director to the Planning Director. The Planning Department is

currently jointly funded and managed by the City and County and would offer similar oversight and reporting as the current BP2000 structure.

The continuation of this transition is recommended for the following reasons:

- The workload of the BP2000 agency is greatly diminished due to successful completion of projects and lack of additional funding for projects.
- The interlocal agreement requires that the Intergovernmental Agency stay intact until all bonds have been repaid. There are no restrictions on the operational structure of the agency.
- The Planning Department is jointly funded and managed by the City and County with a reporting structure similar to the BP2000 agency.
- Utilization of existing City and County personnel resources in lieu of outside consultants will be more cost effective and possibly contribute to maintenance of these resources given the current economic conditions.
- Two key staff members are currently vacant providing an opportunity to restructure with little disruption to current staffing.
- If an extension of the sales tax is pursued beyond FY19, it is likely that the Planning Department will be integral in this effort.

H. Options and Recommendations:

Options:

1. Accept the Joint City-County Management Review of the Blueprint 2000 organization.
2. Do not accept the Joint City-County Management Review of the Blueprint 2000 organization.

Recommendation:

Option #1

Attachments:

1. Blueprint 2000 and Beyond: A Community Based Guide for Economic Development and Natural Resource Management.
2. City County Blueprint 2000 Interlocal Agreement
3. Restated Interlocal Agreement
4. Citizen Advisory Committee By-Laws
5. List of Citizen Advisory Committee Members and Years Served
6. September 2, 2004 Citizen Advisory Committee Meeting Minutes
7. Blueprint 2000 Real Estate Policy
8. Florida Center for Prevention Research Emerging Issues & Assessment at Florida State University 2009 " Audit of Performance Satisfaction"
9. General Engineering Contract and Letters of Agreement
10. August 2010 Biannual Performance Report

11. Allowable Cost Section of General Engineering Contract
12. October 2010 Blueprint 2000 Project Management Matrix

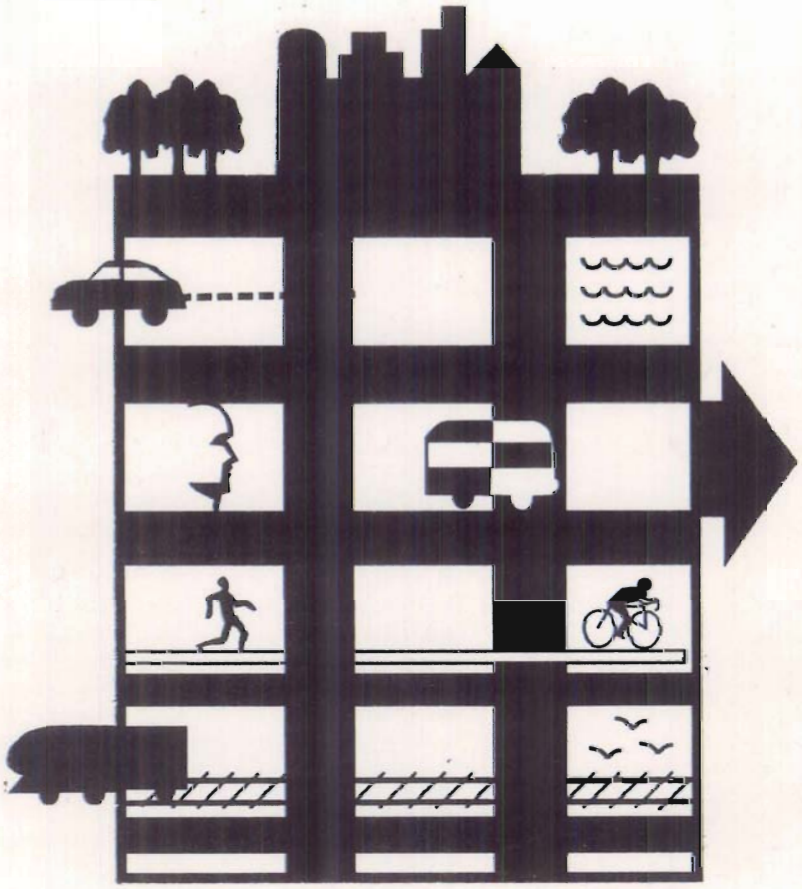
Attachments for the BP2000 Report

Attachment #	Attachment Title
1	Blueprint 2000 and Beyond: A Community Based Guide for Economic Development and Natural Resource Management.
2	City County Blueprint 2000 Interlocal Agreement: October 2000
3	Restated Interlocal Agreement: February 2003
4	Citizen Advisory Committee By-Laws
5	List of Citizen Advisory Committee Members and Years Served
6	September 2, 2004 Citizen Advisory Committee Meeting Minutes
7	Blueprint 2000 Real Estate Policy
8	Florida Center for Prevention Research Emerging Issues & Assessment at Florida State University 2009 " Audit of Performance Satisfaction"
9	General Engineering Contract and Letters of Agreement
10	August 2010 Biannual Performance Report
11	Allowable Cost Section of General Engineering Contract
12	October 2010 Blueprint 2000 Project Management Matrix

Attachment #1

Blueprint 2000 and Beyond: A Community Based Guide for Economic Development and Natural Resource Management

Blueprint 2000 and Beyond...



...a community based guide for economic development and natural resource management.

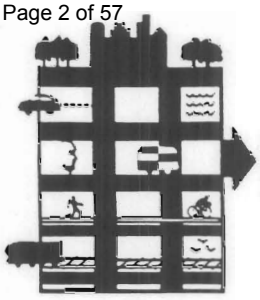
Prepared by

The Economic and Environmental Consensus Committee

April 19, 1999

The Economic
and
Environmental
Consensus
Committee

Tallahassee,
Florida



www.talchamber.com

April 19, 1999

City Commission
City of Tallahassee, Florida

Board of County Commissioners
Leon County, Florida

Ladies and Gentlemen:

Attached is a series of recommendations prepared by a diverse group of citizens who have attempted to look beyond ideological, bureaucratic, and political norms in identifying and suggesting solutions to a number of our community's challenges. Although our group is composed of members of other identifiable community groups, this effort is the product of the individuals identified below and not of any other group, and should not be taken as evidence of any particular group's endorsement.

Although our group includes a number of skilled technicians, a number of our recommendations will require detailed analysis regarding technical feasibility and cost. We recognize that such analysis may produce changes to the proposals we are presenting, and we welcome further dialog. We recognize that other citizens may have competing or different ideas, and suggest a roundtable discussion between ourselves and your bodies and/or staff after you have had the chance to review, digest, and analyze our recommendations. Please be reminded, however, that our group has put a tremendous amount of time and effort in constructing these proposals, which are in many respects "new ground" for our community.

Although our proposals include a recommendation for a sales tax referendum, please recognize that this is only a part of the overall recommendations. Simply passing a sales tax extension does not in and of itself move our community to where we believe we need to go.

A large part of our effort has been an attempt to bring the community together. Our support for any future sales tax referendum is likewise conditioned on both City and County government being on board, with adequate time to mount an effective campaign and properly frame the issues. We feel that that the referendum should not be "rushed" before issues are adequately resolved.

We thank you for the opportunity to present these proposals, and hope you find them as exciting as we do.

Respectfully,

The Economic and
Environmental Consensus Committee

Kathy Archibald
Joe Kelley
Henree Martin
Kevin McGorty
Nancy Miller
Karen Moore
Mark Mustian
Tom O'Steen
Rob Palmer
Curtis Richardson
Jesse Van Dyke
Martha Wellman
Frank Williams

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Blueprint 2000 and Beyond...

Prepared by: The Economic and Environmental Consensus Committee

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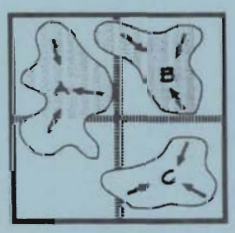
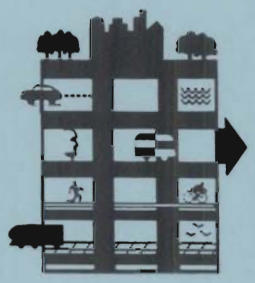


Blueprint 2000 and Beyond...



Challenges

Leon County is a very special place. It sits among rolling wooded uplands, vast flat pine forests, renowned natural lakes, vibrant neighborhoods and urban places. It retains a natural beauty that makes it a truly wonderful place to live. The medium-sized city of Tallahassee, a state capital and home to several major learning institutions, occupies 96 square miles of Leon County, up from 6 square miles in 1950.

Derived in part from multiple governmental jurisdictions, there is a complex relationship between this area's land and its people. Both long term residents and newcomers care deeply for this place and are involved in an on-going dialog on what it should and should not become. A genuine agreement abounds that the defining natural characteristics of our community must be preserved while healthy economic growth occurs. A consensus on how to proceed on a day-to-day basis, however has remained elusive.

In an effort to find that balance, various community interests organized the *Economic and Environmental Consensus Committee (EECC)* and met for the better part of a year. The following report is offered to our community and elected officials to help guide the area's future as: Blueprint 2000 and Beyond....

Many of our important local challenges are obvious and interconnected. Significant residential development to the north and east has skewed the land development patterns to these areas, while limited growth occurred in the southern portions of the community. Market forces, physical features, and policy direction have all contributed to our current conditions. With hardwood and pine uplands, the northeast and east also contain the historical transportation "spokes" connecting us to our region and state. The National Forest, timberlands, and wetlands in the southern areas, coupled with the lack of infrastructure investment added strength to the market forces in the north, and so the cycle began and continues.

The proposed blueprint represents an opportunity to modify this cycle and achieve community goals for economic development and diversity while fostering pro-active initiatives of stewardship for our natural surroundings. The EECC has focused its proposal and ideas on the following interrelated and interconnected community challenges:

Challenge 1: Improvements to our mobility and transportation systems to include locally acceptable transit, mobility and roadway choices.

Challenge 2: Protection, enhancement, and improved utilization of floodplains and natural water resources.

Challenge 3: Implementation of Joint Comprehensive Water Resource Plan that emphasizes non-structural solutions and retro-fitting of storm water facilities in urban areas.

Challenge 4: Stimulate investment and activity in the Southern Strategy Area by expanding employment and housing choices.

Challenge 5: Usher in a new era of cooperation and collaboration regarding land use, transportation, and watershed planning.

Blueprint 2000 and Beyond...

Initiatives

Based on our analysis, understanding, and deliberation of the community's challenges, the following five (5) themes or initiatives are proposed for further refinement and implementation. These initiatives are followed by recommendations and a list of projects (See Appendix A).

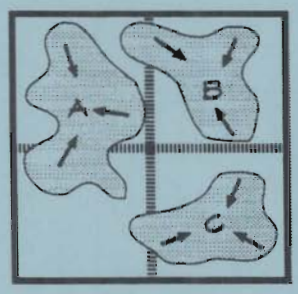
Initiative 1: Watershed and Sector level planning processes;

Initiative 2: Holistic infrastructure development approaches;

Initiative 3: Corridor level implementation of projects;

Initiative 4: Southern Strategy Area focus and incentives; and

Initiative 5: Fiscal Resources and management.



Initiative 1

Watershed and Sector Planning:

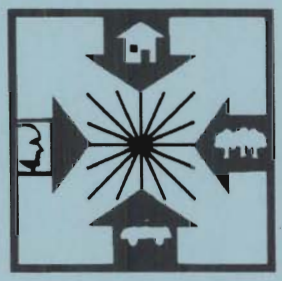
In order for change to occur, we must modify processes, perceptions, and responsibilities that have operated independently rather than systematically. Our current systems revolve around processes that are either "too macro" in nature such as countywide comprehensive and long range transportation planning, or "too micro" such as a re-zoning, site plan approval, or roadway corridor study. Both levels are necessary, but neither provide the important steps to develop clear visions for areas or sectors of a community.

In other words, both the "one size fits all" approach, and the "not in my backyard" syndrome lose sight of the day-to-day transitions that communities experience and which will eventually determine the form a community takes on. What is proposed in this report represents a fundamental change to "how we do the business of planning, managing, and implementing growth in Leon County" with regards to moving the agenda of economic development and natural resource management.

Initiative 1 Recommendations:

- Prepare sector plans for identified lands within watersheds which have potential for new development and infill redevelopment.

- Adopt a Joint Comprehensive Water Resources Plan. Currently, the City is primarily responsible for urban stormwater, and the County is responsible for lakes. This situation inhibits necessary coordination (Appendix B).



Initiative 2

Holistic Infrastructure:

A key to solving our local challenges is first to view economic, environmental, and social values as complementary and interdependent. Then we can begin to design long-range solutions that have "synergy" - multiple benefits to our community that become greater than their sum. Each public or private project can have synergy, if *"green"* infrastructure projects are integrated with the *"gray"* in funding and de-

sign, and if the preservation of natural resources is carefully tied to appropriate transportation and land use planning.

Traditionally, public or private projects have a specific goal - a new road, sewer line, commercial center, stormwater facility, park, subdivision, or greenway. This compartmentalization may reflect the current structure of local government, but it does not meet the public's need that services be adequate and timely without causing undo harm to our natural environment. With projects coordinated to achieve multiple goals, community needs will be better served. If these projects are planned on a community-wide basis to integrate greenways with roadways, stormwater facilities with lake protection, mixed use development with open spaces, and floodplain preservation with recreational lands, the net result will be the implementation of public policy in a more timely and efficient manner.

Initiative 2 Recommendations:

- Employ "new thinking" for transportation and stormwater systems to include alternative modes (i.e. transit greenways), demand management techniques, and watershed specific standards (i.e. OFW for sensitive areas).

- Identify and obtain pre-development approvals of target locations for mixed use development areas containing two new (2) business parks.

- Protect floodplains, build wet detention facilities for retrofit, create flowways, protect and restore lakes in the Bradford, Jackson, Lafayette, Munson, and St. Marks Watersheds to combine structural and nonstructural systems for water quality improvement and flood control.

Initiative 3

Corridor Level Implementation:

In many cases, our challenges and their solutions revolve around corridors - corridors for cars, mass transit, pedestrians, stormwater, recreation, greenspace, and wildlife. Transportation corridors can be used to focus and attract growth. By improving certain roads and connecting them with economic centers, we can finally jumpstart the "Southern Strategy," a key concept in the Comprehensive Plan. Economic development will follow improvements in transportation infrastructure. This investment will mean little, however, if the natural assets that make Tallahassee special are destroyed.

Transportation corridors can have serious impacts on water quality because of their physical attributes as well as the growth they promote. Our community has repeatedly expressed a strong desire to see water resources protected. This can be accomplished by siting and designing transportation facilities to minimize the pollution of our lakes and drinking water, and retrofitting existing development with regional stormwater facilities to accommodate the roadway improvements and infill development. Lastly, we must capitalize on the water treatment and flood protection capabilities of existing floodplains, flowways, and greenways.

Initiative 3 Recommendations:

- Improve transportation infrastructure by enhancing strategic portions of Orange Avenue, Crawfordville Highway, Springhill Road, South Adams Street, US 90 East, Tram Road and Capital Circle (Apalachee Parkway to I-10 West)

• Expand floodplain protection using innovative methods in addition to acquisition, such as conservation easements, management agreements, conservation zoning, land banking, and purchases from willing sellers (Appendix C), in addition to regulation.

• Conduct an investigation of alternate transit success stories in similar communities and determine the feasibility of implementing a prototype project here.

Initiative 4

Southern Strategy Area:

As stated previously, the southern portion of Leon County has been identified and promoted as an area for managed growth. The EECC has evaluated the policy and planning initiatives of the Comprehensive Plan and subsequent amendments and offers recommendations that build on the past efforts. Public investment in infrastructure such as transportation, storm water, utilities, parks, etc., is only half the equation to guiding and stimulating growth in specific areas.

How to facilitate private investment in this area is also a challenge for local government. Government can guide and manage growth and development through regulatory measures that are either incentive or disincentive based. In many cases, disincentives simply add time and cost to development, and do not affect the market forces that play key roles in siting development projects.

Many incentive programs, however target new development while ignoring existing businesses and residents. Reinvestment will play an important role in the resurgence of this area along with new investment. In other words, the current base of residences and employers in an area must also gain from incentives for retention purposes and from a sense of community perspective. Benefiting those who have already chosen to live or work in an area has a multiplier affect when applying incentives. Housing related incentives and programs differ greatly than those used for employment based development. Providing a sustainable mix of housing types and cost ranges is extremely important to expanding or new businesses. The added benefits to working, residing and recreating in the same area include reduced dependence on transportation systems and the secondary impacts related to energy consumption and operating costs.

We must build on the assets in and around the Southern Strategy Area such as Tallahassee Regional Airport, Innovation Park, significant vacant lands, established neighborhoods, proximity to downtown, Florida A&M University, and its rich history.

Initiative 4 Recommendations:

• Provide economic development incentives for the Southern Strategy Area, including a "30/20/10 Program" for ad valorem taxes in Innovation Park and two proposed parks, one point entry, fast track permitting, reduced fees/ infrastructure fee waivers, and guaranteed state grant matches.

• Develop and implement a package of incentives for residential development and redevelopment to include waving permit fees, low interest loans, code enforcement, and property tax relief.

• Pursue specific demonstration and grant funds for the Southern Strategy Area to test recommended initiatives and develop model elements for future programs and projects.

Initiative 5

Fiscal Resources:

In order to realize the goals, challenges, and initiatives outlined in this report, we must develop a sound funding and resource management plan. Typically, governmental entities have based their program infrastructure projects on individual funding sources and expectations. This follows the standard budgeting approach for all levels of government. However, funding levels are always subjected to modifications through policy changes. Coupled with the increasing construction, permitting, and maintenance costs, fewer projects are actually being completed.

In today's climate, the ability to form strong partnerships between local, regional, and federal governmental parties, and extending this partnering to the private sector is critical to achieving community wide goals. This holds true for Tallahassee-Leon County, especially given the state government presence and importance to our economy. Taking advantage of existing resources and potential pooling options must be undertaken. However, these and future programmatic opportunities are left unused when partners do not share the same ideas and resolve to move forward.

We must realize that neither nature nor our citizenry recognize the political or jurisdictional boundaries that are basic to government form. A commuter stuck in traffic blames government in general, not the specific entity that has maintenance responsibility. Furthermore, the movement of stormwater does not respect the City and County limits when traversing the land. The joint preparation of sector or watershed plans will provide the program; however, this will mean little without the funding commitment to see the projects implemented.

Initiative 5 Recommendations:

- Local governments should continue to pursue substantive funding options and arrangements with State and Federal agencies to promote buy-in, and look to the legislature for direct assistance for projects needed in our Capital City.

- An interlocal agreement with the Florida Department of Transportation should be negotiated to establish a new baseline of intergovernmental coordination/cooperation to assure the most effective management of our fiscal and personnel resources.

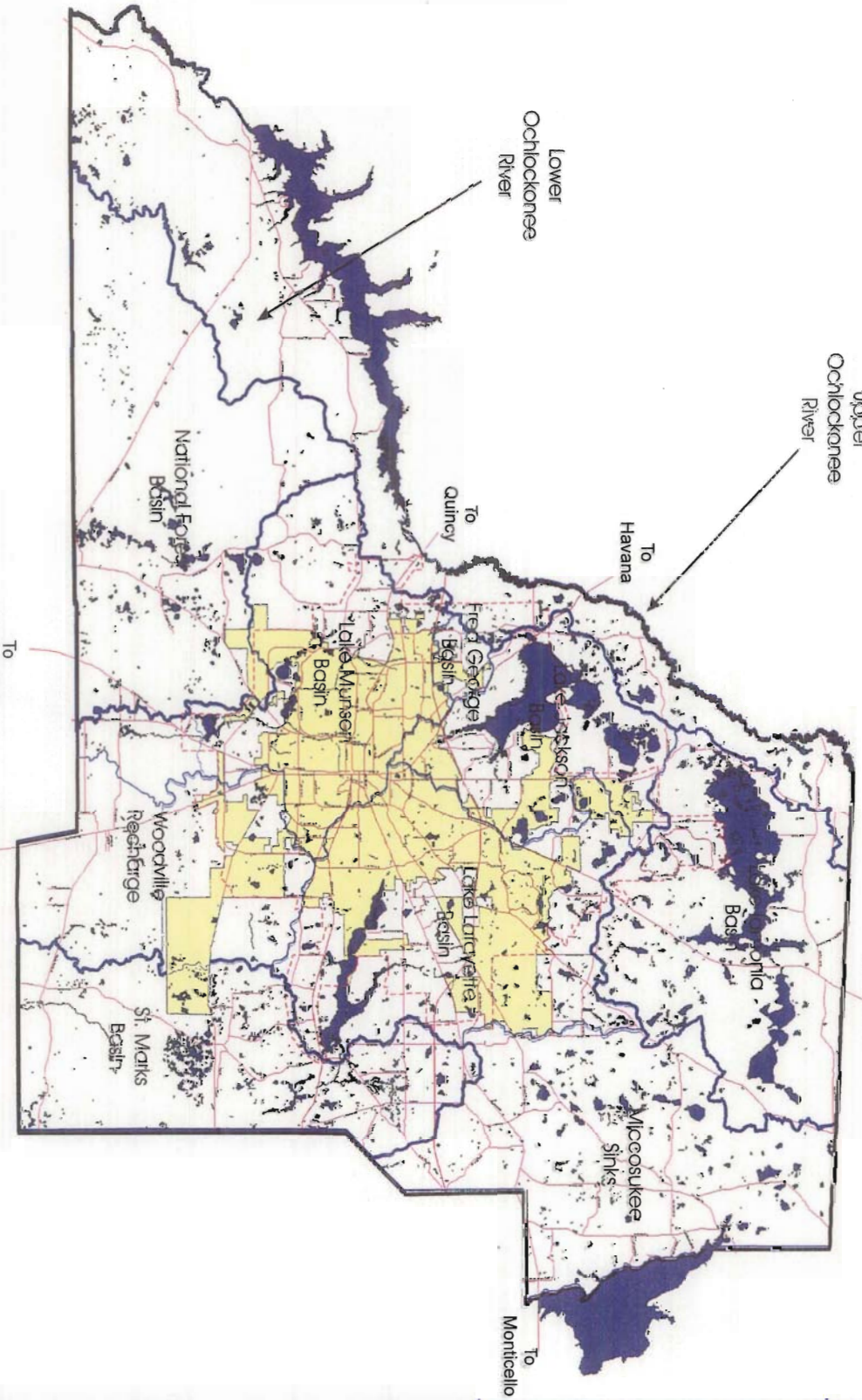
- A local option extension to the existing sales tax is proposed to generate additional needed funds for implementation of the transportation and water resource projects presented here. With the existing sales tax scheduled to end in 2004, it is imperative that this action be taken in a timely manner.

- A Citizens' Oversight Committee should be created to review and monitor the design, cost, and progress of public projects, funded by sales tax revenues.

Summary

The essence of our plan is to pair *"gray"* and *"green"* projects to protect and improve water resources, enhance transportation infrastructure, and provide economic incentives that promote the "Southern Strategy." The above intiatives and projects are presented in detail in the EECC report:

Blueprint 2000 and Beyond...



Tallahassee - Leon County, Florida

Blueprint 2000 and Beyond...

April 19, 1999

Prepared by: The Economic and Environmental Consensus Committee

Legend

- Tallahassee City Limits
- Urban Service Area
- Major Roadways
- Drainage Basin
- Water Body

W N S E

INTRODUCTION

Tallahassee and Leon County are in the throes of serious growing pains. Our natural lakes are increasingly polluted, our renowned forest canopy is disappearing, traffic is snarled, and growth is skewed to the northeast, creating economic polarization. Though it is in everyone's interest to solve these problems, our local governments have been at loggerheads while developers and neighborhood groups argue.

To break the impasse of confrontation, litigation, and frustration, local business, neighborhood, and environmental leaders have worked together to search for common ground. We focused on three questions:

- How can our community grow and prosper while protecting our natural environment, particularly water resources?
- Where should we put development and supporting infrastructure that will provide the most benefit and do the least harm?
- How do we integrate high- and low-income housing and differing land uses to avoid unnecessary costs?

The result is a consensus among business, neighborhood, and environmental leaders on innovative methods to create a beautiful, efficient, and prosperous future for our hometown by creating a unified approach to achieving agreed-upon community priorities of:

- economic development,
- natural resource protection, and
- increased diversity in the distribution of low- and high-income housing and different land uses.

A key to solving local problems is to view economic, environmental, and social values as complementary and interdependent and to design long-range solutions that have synergy, providing benefits greater than the sum of their parts. Public projects will have synergy if:

- "gray" infrastructure projects are integrated with "green" projects,
- the preservation of natural resources is carefully tied to appropriate transportation planning and construction, and
- major transportation improvements and other infrastructure investments focus on connecting economic centers and providing opportunities for diverse, quality growth within the urban services boundary.

Much of this can be accomplished in the way we plan and use corridors-- corridors for cars, mass transit, pedestrians, stormwater, recreation, greenspace, and wildlife. Transportation corridors can be used to focus and attract economic growth. By improving roads and connecting them with new and existing business parks and providing redevelopment incentives to businesses and homeowners, we can implement the "Southern Strategy," a key concept in the Comprehensive Plan. We can do this while protecting natural resources by designing road improvements in a manner that protects water resources and building retrofit projects to reduce the stormwater impacts of past development. The essence of our recommended plan is to do the following:

- Using a watershed approach, pair the acquisition of rights-of-way for major road projects with the acquisition of nearby land to be used for greenways, stormwater retrofit projects, natural resource protection, and future alternative transportation projects.
- Link transportation planning to land use planning to control access to major highways and plan for transportation alternatives.
- Design and construct park-like stormwater projects to retrofit urban areas built prior to the adoption of stormwater regulations. These facilities should be designed to serve future development as well as pre-code development, provide flood control if needed and, where possible, connect with greenways to create recreational corridors.
- Improve local government coordination in addressing water quality, stormwater treatment, flooding, lake and aquifer protection by adopting a Joint Comprehensive Water Resources Plan.
- Plan for the creation of new business parks within the urban services boundary and create economic incentives to attract new or expanded, value-added businesses to existing and planned business parks in the southside.
- Provide economic incentives to implement a "Southern Strategy" that promotes urban infill and greater investment in homes and businesses on the south side.

CHALLENGES

Past development practices and the concentration of new development in the rapidly expanding northside have created environmental problems and degraded the water quality in many of our lakes. The largest threat to our lakes comes from polluted stormwater runoff.

Although Tallahassee's average annual rainfall is a moderate 59 inches per year, large, upward deviations occur both seasonally and annually. For example, in 1964, our area received over 104 inches of rain, and, in September of 1998, it received sixteen inches. Rainfall extremes mean stormwater volume extremes, and urbanization exacerbates this variability. Significant urban development occurred *before* the adoption of stormwater management regulations. Much of the past and ongoing degradation of our lakes can be attributed to inadequate pre-treatment of stormwater runoff from pre-code development in substantial portions of the urban area. Because the cost of retrofitting pre-code development has been so high, little has been accomplished to address the situation. Due to increased concerns about the water quality in our lakes, local governments have increasingly engaged in costly lake restoration efforts. However, if upstream problems are not addressed, these efforts will not be effective in the long run.

Continued degrading of our lakes could threaten our ground water, which is the source of our drinking water. Tallahassee and Leon County are blessed with abundant water resources above and below the soil surface. In a world of growing freshwater scarcity, our community sits on a vast, vulnerable, "underground river," called the Floridan Aquifer. Slowly moving southward to coastal springs, the Floridan Aquifer is a freshwater reservoir that averages a quarter-mile thick under our area. It contains an abundance of pure, fresh water that should sustain the community's future generations. However, because our karst geology directly connects our surface waters to the Floridan Aquifer, degraded surface water and environmental blunders could change the *quality* of our water supply. For example, one gallon of gasoline can ruin 1,000,000 gallons of potable water (See Exhibit A on p. 15).

Lakes Jackson, Lafayette, Munson, Iamonia, and Miccosukee are all perched above the Floridan Aquifer. In 1914, geologist Elias Sellards dubbed them "The Disappearing Lakes" because at times they "disappear in a manner seemingly inexplicable." The reason they can drain rapidly and

almost completely during droughts is that all of these lakes are vertically connected by sinkholes to the Floridan Aquifer.

The presence of numerous sinkholes in our area has sobering implications. While most citizens understand that polluted stormwater is adversely affecting our lakes, fewer know that water running off parking lots can ultimately find its way into our drinking water. This makes protecting our waterbodies even more critical.

In addition to its water resource problems, the sprawling development in the northeast part of the community has resulted in economic segregation and transportation problems. This development pattern is unsustainable and causes enormous social, environmental, and fiscal impacts. Because infrastructure investment has been directed toward areas of residential growth, other parts of the community, particularly the central core and south, have been neglected.

The sprawling development pattern has led to transportation deficiencies that have impeded economic development and exacerbated highway congestion as residents commute from their homes to their places of employment. It also has contributed to economic segregation, in which high-income residents increasingly move out of the urban core and southern areas of the community. This has concentrated low-income residents and discouraged investment in homes and businesses in those areas. The solution to this problem has been given a name, the "Southern Strategy," but little has been done to invest or otherwise encourage growth in the area.

In recent years, as shown in the Evaluation and Appraisal Report (EAR), the south and southwest areas of the community have lagged behind the northern areas in construction of new housing units. In addition, the south and southwest sectors of the community have experienced a greater concentration of low-income housing than other areas.

New development in the southeast will help reduce economic disparity between the northern and southern areas of the community. However, this will not prevent and could further increase concentration of low income housing in the central core, south, and southwest.

The community's ability to increase economic prosperity on the south side has been limited by its ability to attract businesses that create high-skill, high-wage jobs. Although the community has certainly benefited from the presence of state government, two universities, and a community college, the potential for future economic growth in these public entities is limited. The remaining

job opportunities are primarily in the service sector, which typically offers low wages. Thus, although the area enjoys a low unemployment rate, underemployment has been a significant problem.

The community's ability to attract high-skill, high-wage businesses has been hampered by the lack of suitable infrastructure. The only business park in the community with a significant amount of vacant land, Innovation Park, has statutory limitations on the types of businesses it can serve and is located in the southwest, an area that is not well connected to major transportation corridors. An additional business park is planned in the southeast, which also has serious transportation constraints. Furthermore, the new park is likely to be too small to meet all of our future needs.

Many businesses have short timeframes for finding and constructing new facilities. Therefore, the creation of business parks, with the appropriate zoning and infrastructure in place that would allow new and expanding businesses to quickly construct needed facilities is essential to attracting or keeping these businesses in the community.

SOLUTIONS

Pairing Transportation Enhancements with Water Resource Management Projects
(Initiatives 2 and 3)

One way to enhance the community's ability to meet its transportation and environmental needs is to link road construction projects to stormwater facilities, greenways, or other infrastructure projects. Traditionally, each public infrastructure project has a specific goal -- a new road, sewer line, stormwater facility, park or greenway. This compartmentalization may reflect the current structure of local government but does not meet the public's desire for services that are timely and do not cause undo environmental harm. By coordinating public projects to achieve multiple goals, governments can better serve their communities.

Public needs will be met in a timely manner if governments plan transportation projects that integrate road improvements with:

- the development of stormwater facilities to improve water quality and alleviate flooding problems,
- the preservation of existing floodplains for water storage and treatment, and
- the provision of recreational or public transportation opportunities.

For example, many roadway expansions involve the construction of stormwater treatment facilities to handle the runoff resulting from the increase in impervious surface. If these facilities were also designed to handle existing flooding and water quality problems, the public's need for effective transportation, flood protection, and clean water would be met more efficiently than they otherwise would be. If the facilities were designed in a manner that provided greenways and recreational opportunities, their value would be even greater.

Following this "holistic" approach, individual road projects would become much more than the construction of pavement within a narrow band of right-of-way. Instead, they would be expanded to include the acquisition of nearby land to preserve wetlands and flood plains or to create corridors for recreational greenways and future alternative transportation projects.

In addition, new transportation projects should be designed to minimize their potential adverse impact on natural waterbodies or wetlands. This could be accomplished by routing the projects around natural waterbodies to minimize their potential to harm nearby lakes. Those projects that are unavoidably close to natural waterbodies or wetlands could be designed to meet Outstanding Florida Waters or other more stringent stormwater treatment standards than required by our current environmental codes.

Appendix A shows a list of the roadway, stormwater treatment, and other infrastructure improvements we recommend to address current stormwater, transportation, and economic development concerns as well as to implement a Southern Strategy. All of these projects use an integrated, holistic approach.

Integrating Transportation and Land Use Planning

(Initiatives 2 and 3)

Transportation projects are too costly to allow limited life spans. Numerous curb cuts into strip commercial development greatly increase congestion and shorten the time the roadways will provide satisfactory service. In order to preserve designated major arterial corridors as "traffic movers," curb cuts onto these roads should be minimized with the majority of business access via ancillary roads. Implementing this concept will require changes to our current land use standards and development practices for properties adjacent to these roads but will provide optimum use of the roadways as well as improved stormwater management and more greenspace in the future.

Land use planning is crucial in maintaining the flow of traffic along roadway corridors and reducing travel demands in urban areas. This point was made clear in the 21st Century Council's 1995 Citizens' Study Committee Report on Transportation and Land Use Planning. By carefully planning concentrated mixed uses instead of allowing commercial strip development along roadways, communities can reduce the high cost of reworking roads clogged with stop-and-go traffic patterns. However, this type of planning must take place *before* development pressures make wise planning obsolete. For example, timely zoning changes and access management would prevent Mahan Drive (between Dempsey Mayo and I-10) from becoming another Apalachee Parkway.

In addition, land use and transportation planning must start to seriously consider the use of transportation alternatives. Road building is not the ultimate solution to our transportation needs. The escalating costs of acquiring and constructing wider highways and accompanying stormwater facilities coupled with limitations on how wide roads can safely be built will eventually decrease the viability of increasing road capacity. The community should not dedicate all its financial resources to automobile-oriented cures for our transportation problems, but should begin acquiring additional right-of-way for alternative transportation corridors when acquiring land for road improvements and greenways.

To begin planning for alternative transportation systems, city and county staff should identify mass transit successes in other communities and identify long-term funding sources for alternative transportation systems. This study would:

- Compile a list of transportation alternatives in operation in other cities,
- Evaluate their success or failure in terms of cost and ridership,
- Apply the most appropriate alternatives to Tallahassee and Leon County and estimate the cost and potential for success here,
- Compare the total estimated cost of the most promising alternatives with the total cost of continued dependence on automobiles over an extended period of time,
- Identify potential long-term funding sources -- local, state and federal -- for implementing the best options, and
- Recommend routes for prototype mass transit projects.

In the current budget, the federal government is committing $10 billion to support its "livability initiative." Of the $10 billion, $6.1 billion will go towards public transportation, improving roads, expanding mass transit, and developing alternatives on a regional basis. On a state level, the recent findings of the Governor's Transportation and Land Use Study Committee stress the need to improve coordination of land use and transportation planning and to refocus on community visions rather than relying on minimum standards. The committee states in its report: "Increasing densities and concentrating development in strategically designated areas and corridors can make public transit feasible."

Finally, in planning new and improved roadways, the city and county need to focus on projects that will connect existing and planned business parks with major transportation corridors, thereby strengthening the area's ability to attract businesses that provide high-skill, high-wage jobs. In particular, the city and county need to improve road connections between I-10 and Innovation Park, expand the remainder of Capital Circle from I-10 (Northwest) to Apalachee Parkway to four and six lanes, improve roadway connections between downtown and Capital Circle, and improve roadway connections between downtown, Capital Circle and I-10 at Highway 90 East. As previously discussed, these roadway improvements need to be integrated with other infrastructure projects on the southside, particularly with stormwater treatment improvements needed to revitalize the area's

lakes and associated greenways. These greenways should connect the southside and other parts of town with the existing St. Marks Trail and planned Gopher, Frog, and Alligator Trail to create a regional system that can attract eco-tourists and help build an eco-tourism industry.

Constructing Regional Stormwater Facilities

(Initiatives 1 and 2)

Protecting our lakes, sinks, and groundwater is essential to maintaining our quality of life and protecting our drinking water. To accomplish this, the community needs to construct stormwater management facilities to store and treat runoff from past development and prevent flooding.

In addition, community facilities could be constructed more attractively and maintained more easily than individual, site-based facilities. Therefore, community facilities should be sized to accommodate expected future development, particularly in the urban core where current stormwater treatment requirements present disincentives to redevelopment. This will enable new developers to contribute to the cost of constructing and maintaining community facilities instead of constructing individual on-site facilities. To minimize the number of stormwater treatment facilities needed, the community also needs to protect by acquisition or other means its remaining natural wetlands and floodplains that naturally store and treat stormwater.

All stormwater treatment systems should be attractively designed and integrated into recreational greenways. Stormwater treatment facilities should be multi-use, park-like, neighborhood amenities instead of ugly, rectangular pits that are surrounded by chain-link fencing and fed by steep-sided ditches. Stormwater conveyance systems should resemble natural streams that meander through a greatly expanded system of greenways. Both stormwater treatment systems and conveyances should be designed to create natural and open space connections between neighborhoods, parks, and waterbodies. These integrated greenway and stormwater treatment systems should provide attractive ponds, wetlands, streams, wildlife habitats, alternative transit corridors, and recreational opportunities. Appendix C includes selective conservation tools for water resource protection.

Creating and implementing a Joint Comprehensive Water Resources Plan

(Initiative 1)

Since stormwater does not stop at jurisdictional boundaries, the city and county governments need to coordinate with the Northwest Florida Water Management District to develop and adopt a *Joint, Comprehensive Water Resources Plan*. After adopting the plan, city and county governments should move toward joint permitting, planning, and implementing all stormwater management activities. Appendix B shows key components that should be included in this jointly administered plan. Sector plans have been discussed in this community for years. The Economic and Environmental Consensus Committee proposes, however, that *true* sector planning should be conducted for all areas in Leon County. These sector plans should be developed in concert with one another such that a balance of housing, employment, industry, and infrastructure is achieved throughout the community and should be conducted within the framework of watershed planning.

Planning for New Business Parks and Providing Incentives to Support Economic Development

(Initiative 4)

To strengthen the Southern Strategy Area's ability to attract and retain high-skill, high-wage jobs for the entire community, the City and County should plan for the location of two (2) new business parks (in addition to Southwood) that have the necessary infrastructure and zoning to allow targeted businesses to quickly expand or relocate. Each of these business parks should be a minimum of 250 acres and designed to make them attractive and compatible with residential and high-quality, mixed-use development. They should be strategically located (one is the SSA, one outside) to attract targeted industries within the urban services boundary and provide adequate infrastructure.

To provide a competitive environment, the City and County should initiate incentives to attract targeted industries to the Southern Strategy Area. Currently some statewide incentives are available and managed through the City of Tallahassee and Leon County. These include the following: the Qualified Target Industry Tax Refund (QTI), Qualified Defense Contractor Tax Refund Program, the Transportation Fund, and the Sales Tax Refunds for machinery, equipment and

associations, research and development, insurance industry, magnetic research commercialization, light manufacturing of electronic components, and information technology.

However, other communities have successfully employed additional economic development techniques, and the city and county should implement similar techniques within the Southern Strategy Area (SSA). These techniques include the following:

- Create a 30/20/10 ad valorem tax program for industries locating within Innovation Park and proposed new business parks described above. This plan entails a 30% reduction in ad valorem taxes for the first year a target business locates or expands, a 20% reduction in the second year, and a 10% reduction in the third year.
- Create a program for phasing in ad valorem taxes as a company fully occupies its facility over a specified period of time, thus encouraging building for expansion rather than for today.
- Create a single entry point to assist businesses locating or expanding within the Southern Strategy Area. This would reduce relocation or expansion costs and expedite the permitting and construction process.
- On appropriately zoned lands in the Southern Strategy Area that have necessary infrastructure funded or in place, guarantee a 45-day permitting process for site plan, environmental, building, and engineering approvals for complete applications.
- Reduce or waive permitting and application, water and sewer tap, infrastructure extension, and dual utility fees for businesses that create high skill, high-wage jobs within the Southern Strategy Area or give businesses $1,000.00 credit per high-skill, high-wage-job they create to be applied toward these fees. These credits should be applied only after the jobs have been created.
- Adopt a program to provide guaranteed funding for projects meeting criteria for participation in the state's incentive program that require local participation. The Economic Development Investment Fund Program funded by the city and county currently provides only $50,000 per year. A reserve is needed for projects that exceed this amount.

Providing Incentives to Promote a Balance of High- and Low-Income Housing and Private Investment in the SSA

(Initiative 4)

To provide economic opportunities for the growing population, job creation must be a high priority within the Southern Strategy Area (SSA). However, this may cause even greater transportation problems if the employees of businesses located in the area commute from other areas of town to get to their work sites. To avoid these problems, the Southern Strategy should include incentives to encourage individuals of all income levels to reside in the southern part of Tallahassee.

This could be accomplished by offering a number of initiatives for housing development and redevelopment within the Southern Strategy Area, such as:

- Waiving permit fees for redevelopment of existing single family housing and for new development of housing stock that meets criteria for increasing the diversity of high- and low-income housing in the area.
- Eliminating on-site storm water treatment requirements and stormwater facility fees for redevelopment projects.
- Creating property tax relief incentives for new housing stock that meets criteria for increasing economic diversity and for businesses that make improvements to their property.
- Providing subsidies and low-interest loans for homeowners, businesses, and landlords making improvements to their property.
- Increasing code-enforcement activities.
- Requiring new, government-supported low-income housing to be located in other areas of the community.
- When feasible, locating future heavy industrial type governmental land uses in other areas of the community and buffering those already in existence.

FUNDING

(Initiative 5)

Given the significance of the community's transportation and water resource management deficiencies, existing property taxes, gas taxes, or stormwater fees are not sufficient to pay for the infrastructure needed to resolve them. Funding should include the following concepts:

- Local governments should continue to pursue substantive funding optionsand arrangements with State governmental agencies to promote buy-in from these agencies and look to the legislature for direct assistance for projects needed in our Capital City.
- An interlocal agreement with the Florida Department of Transportation should be negotiated to establish a new baseline of intergovernmental coordination/cooperation to assure the most effective management of our fiscal personnel resources.
- An extension of the one-cent sales tax is the most realistic funding source for the recommended projects.

Once the needed projects are constructed, continued funding will be necessary for their operation and maintenance. Although the city and county have the capacity to provide the on-going maintenance of road projects, they have not adequately maintained stormwater treatment systems. We suggest an analysis of the current stormwater utility structure for both city and county to assess adequacy and equity of funding and governments' abilities to maintain the integrity of the stormwater systems.

The City and County governments should ask local voters to approve an extension of the optional one-cent sales tax to fund the recommended projects. If approved, local governments should appoint a Citizen's Oversight Committee to ensure that the funds are used to construct the agreed upon projects and to exercise tight fiscal oversight. This committee should be composed of individuals who bring technical, financial, scientific, and planning expertise as well as business, neighborhood, and environmental leaders. Before City and County governments ask voters to support a sales tax extension, they should let taxpayers know:

- how they used current sales tax revenues,
- what specific projects local governments would fund with revenues from an extended sales tax, and
- the sound and realistic estimated costs of the projects.

The Economic and Environmental Consensus Committee recommends that City and County governments enter into an interlocal agreement regarding the allocation of revenues for the suggested projects instead of applying a statutory split. More projects may be required in one government's jurisdiction boundary than the other. However, the community is less likely to be concerned with the jurisdictional boundaries than the completion of the needed projects.

If City and County Commissioners accept our proposals, they should provide the necessary resources and direct City and County staff to work with the Economic and Environmental Consensus Committee in reviewing and analyzing project costs and developing recommendations concerning the projects funded by a sales tax extension. The Commissions should direct the City Manger and County Administrator to work with the EECC in establishing a timeline for developing project cost estimates and recommendations.

If the optional sales tax extension is accepted by voters, we suggest that local governments bond a portion of the expected sales tax proceeds to provide immediate funding for a portion of the suggested projects. We recommend that city and county governments work with this Committee to determine which projects should be paid from bond proceeds. Existing sales tax revenues could be used to pay interest on the bonds until the extended sales tax revenues are received.

CONCLUSIONS

Tallahassee and Leon County can address current environmental, transportation, and social problems by implementing new initiatives to

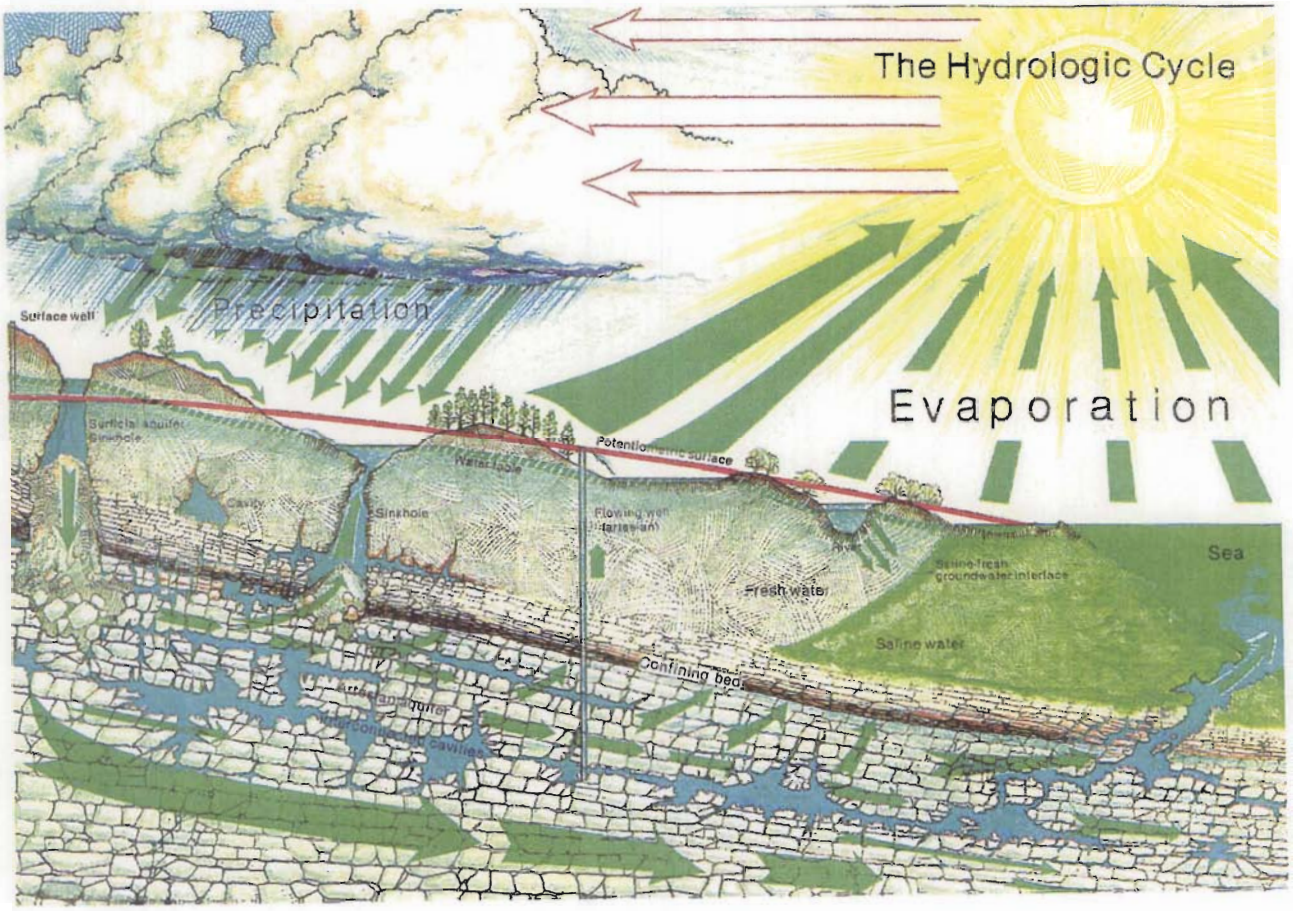
- develop specific watershed and sector plans for land use and infrastructure improvement,
- adopt a holistic approach to designing infrastructure projects, create multi-use corridors, and
- implement a truly effective "Southside Strategy" to promote economic development and diversity in the location of various land uses and high- and low-income housing.

In addition, the city and county should invest in transportation and other infrastructure needed to promote economic development, protect environmental resources, increase recreational opportunities, and encourage redevelopment.

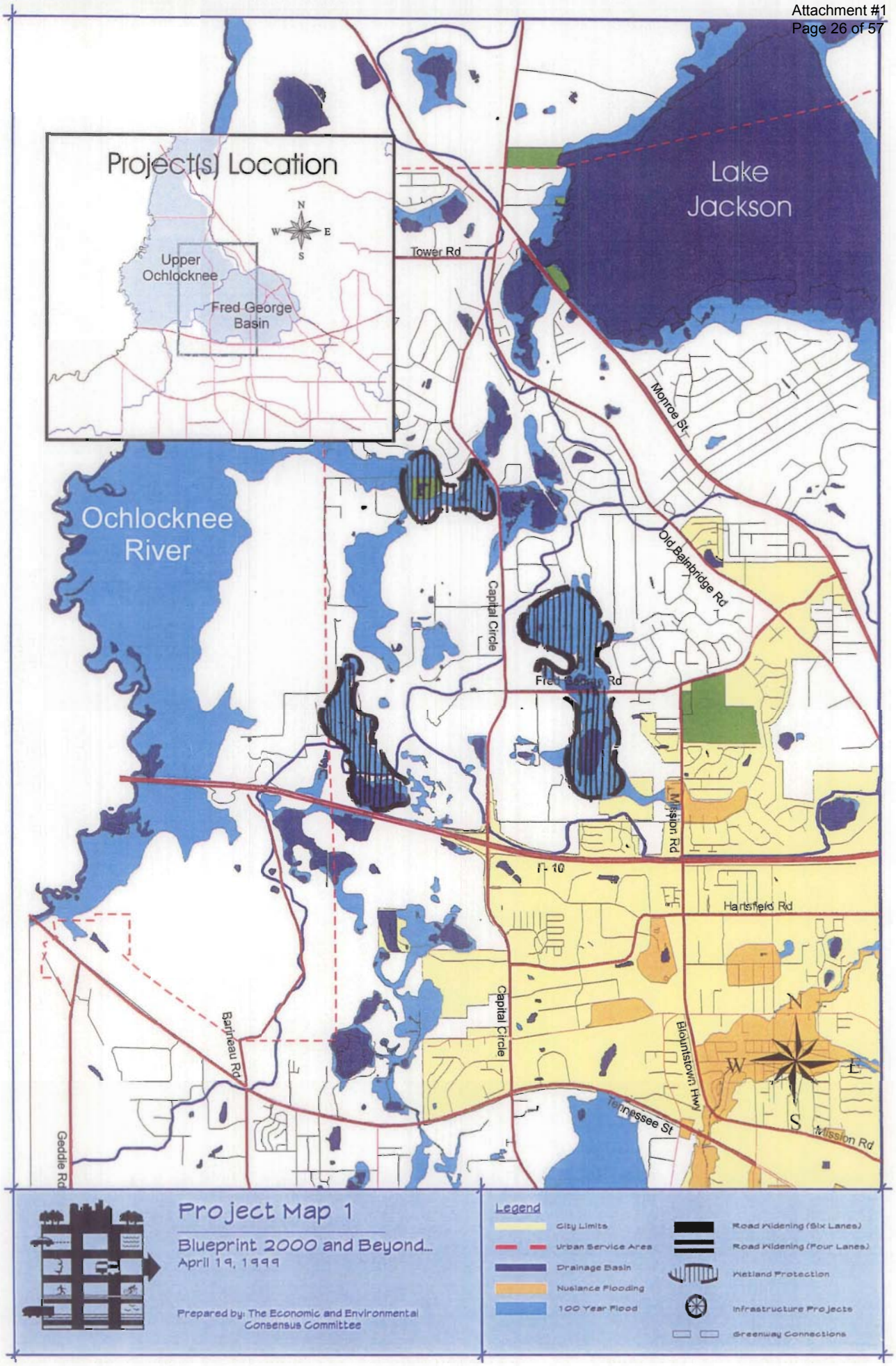
Accomplishing these goals will require appropriate revenues. Monies derived from an extension of the optional sales tax would allow for timely addressing of major infrastructure needs. An analysis of the stormwater utility fees would determine local governments' ability to adequately maintain stormwater treatment facilities.

The Economic and Environmental Consensus Committee recognizes that local governments need community consensus and support to address these needs and improve planning for future growth. Committee members pledge to continue to work towards developing consensus on how the entire community can grow, prosper, and protect environmental resources without incurring unnecessary public or private costs.

Exhibit A
The Hydrogeologic Cycle



* Source: *Water Resources Atlas of Florida.* By Edward Fernald and Donald Patterson



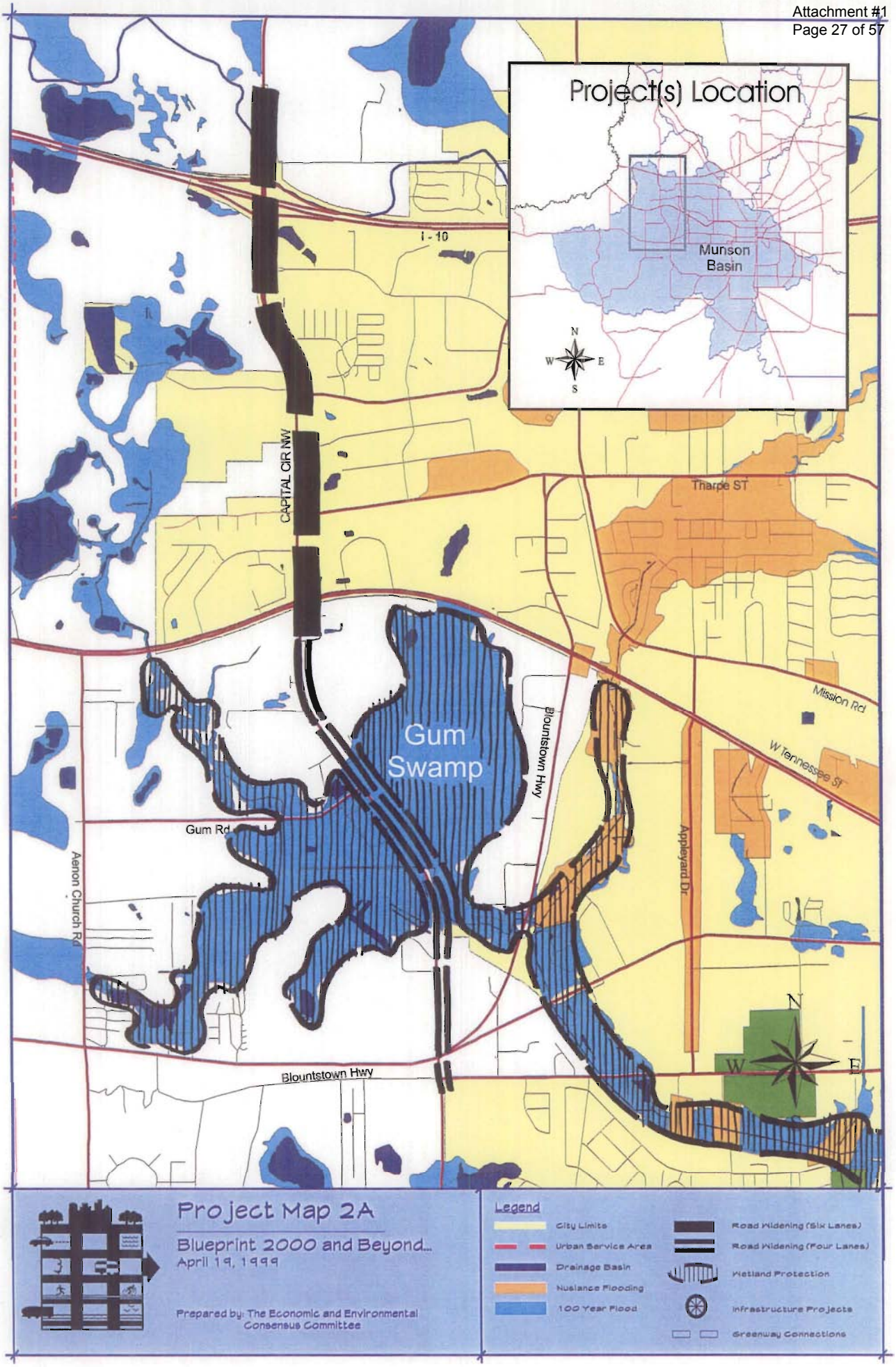
Project Map 1

Blueprint 2000 and Beyond...
April 19, 1999

Prepared by: The Economic and Environmental Consensus Committee

Legend

- City Limits
- Urban Service Area
- Drainage Basin
- Nuisance Flooding
- 100 Year Flood
- Road Widening (Six Lanes)
- Road Widening (Four Lanes)
- Wetland Protection
- Infrastructure Projects
- Greenway Connections



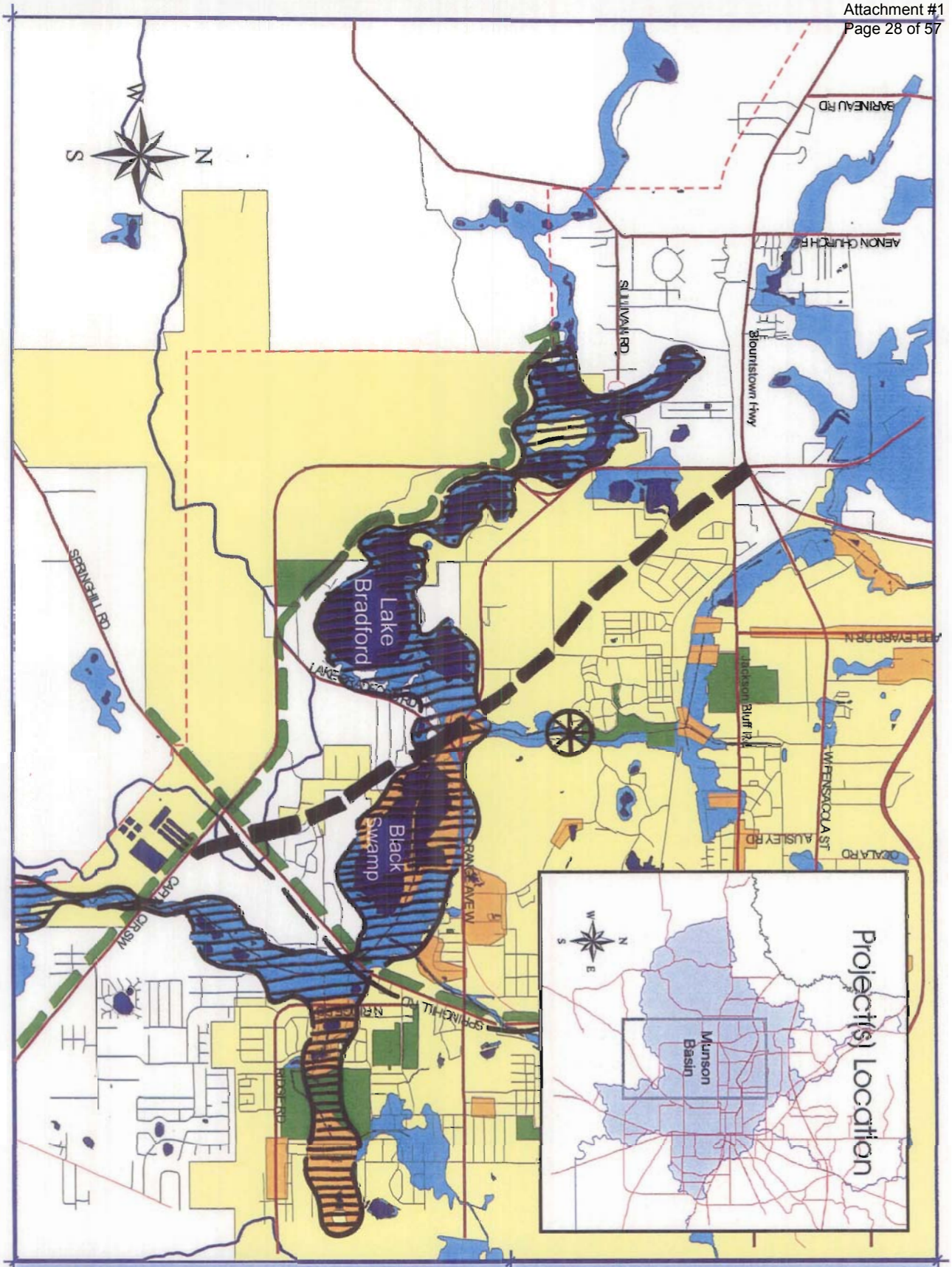
Project Map 2A

Blueprint 2000 and Beyond...
April 19, 1999

Prepared by: The Economic and Environmental Consensus Committee

Legend

- City Limits
- Urban Service Area
- Drainage Basin
- Nuisance Flooding
- 100 Year Flood
- Road Widening (Six Lanes)
- Road Widening (Four Lanes)
- Wetland Protection
- Infrastructure Projects
- Greenway Connections



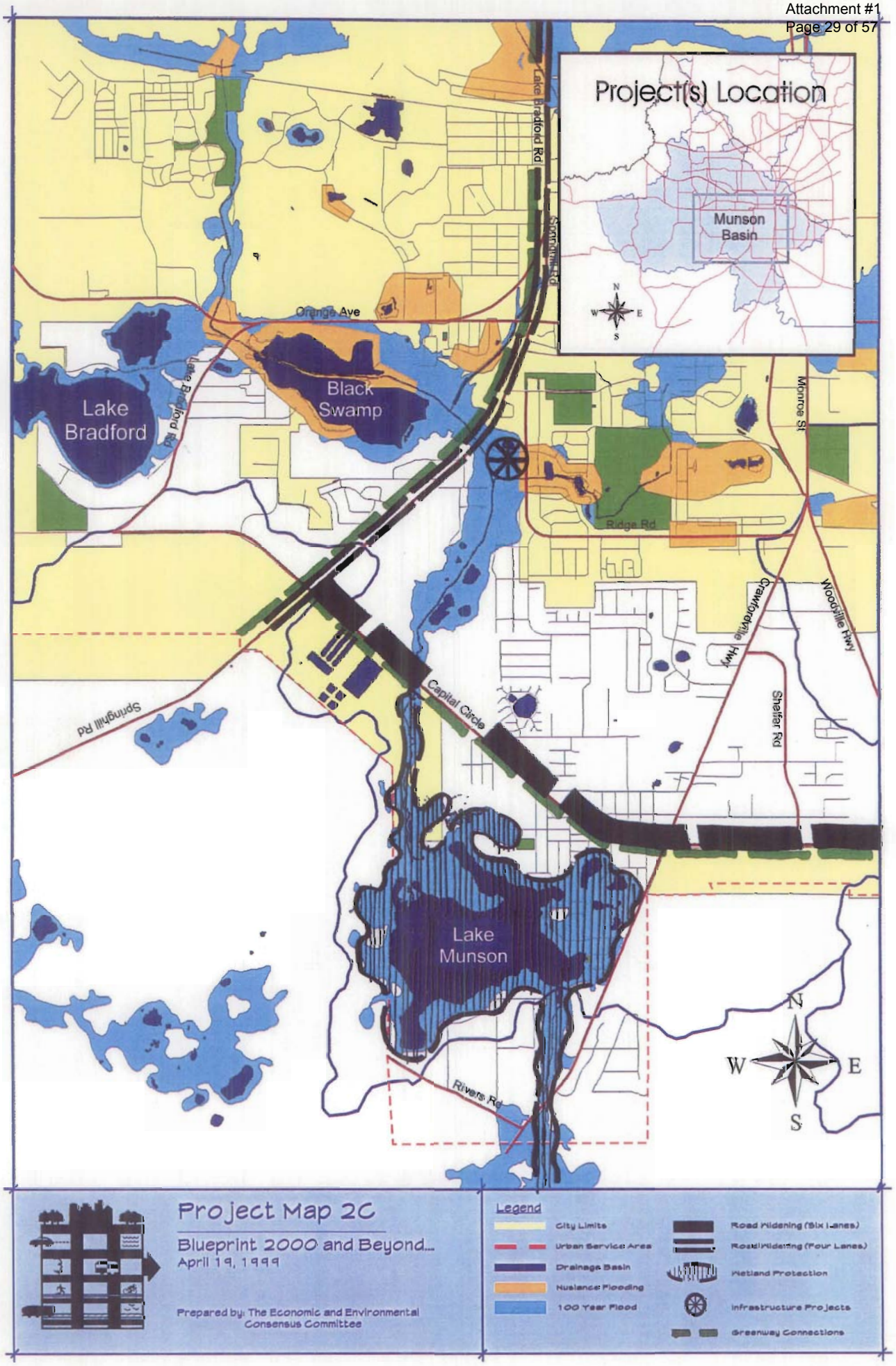
Project Map 2B

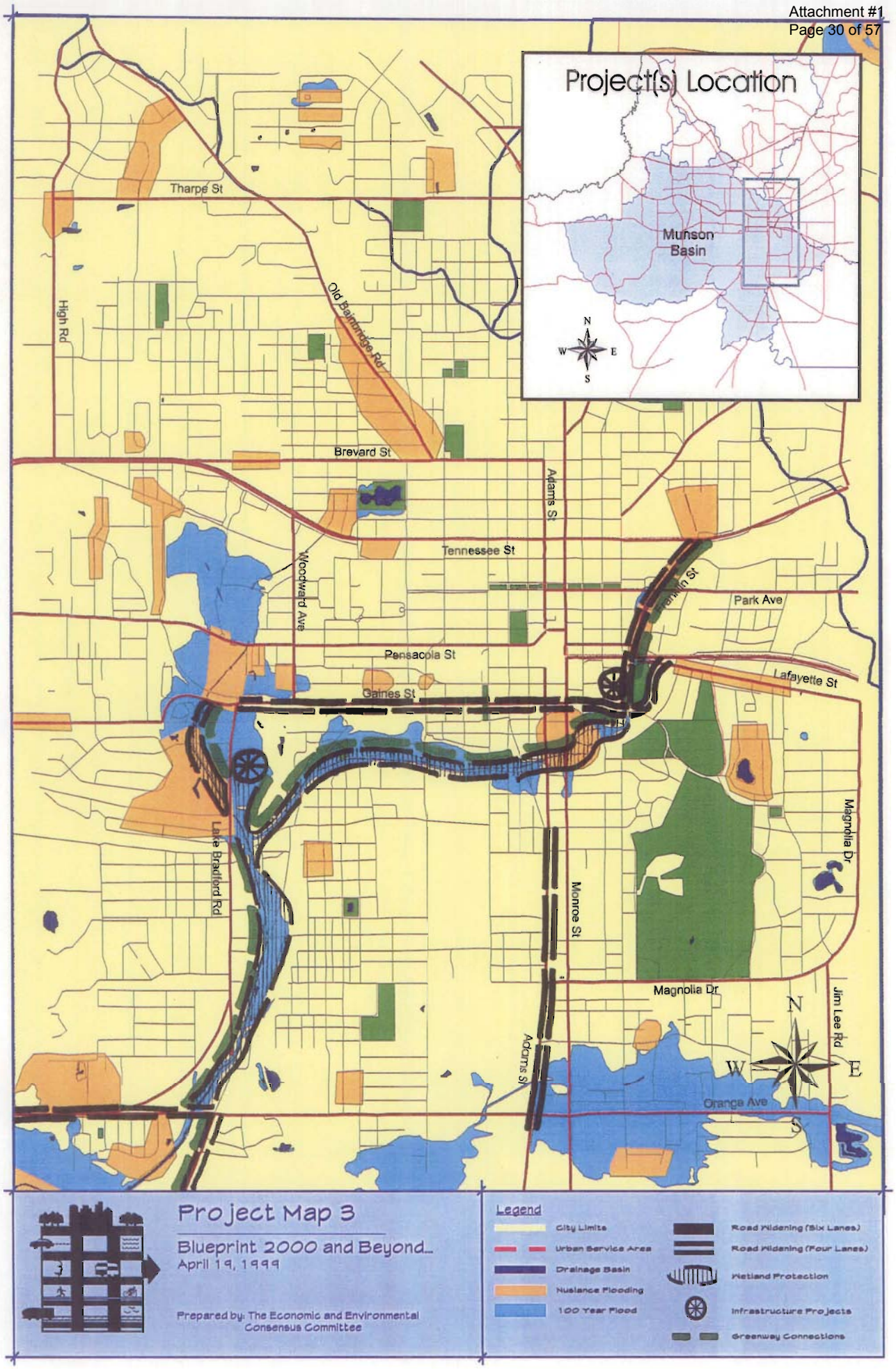
Blueprint 2000 and Beyond...
April 19, 1999

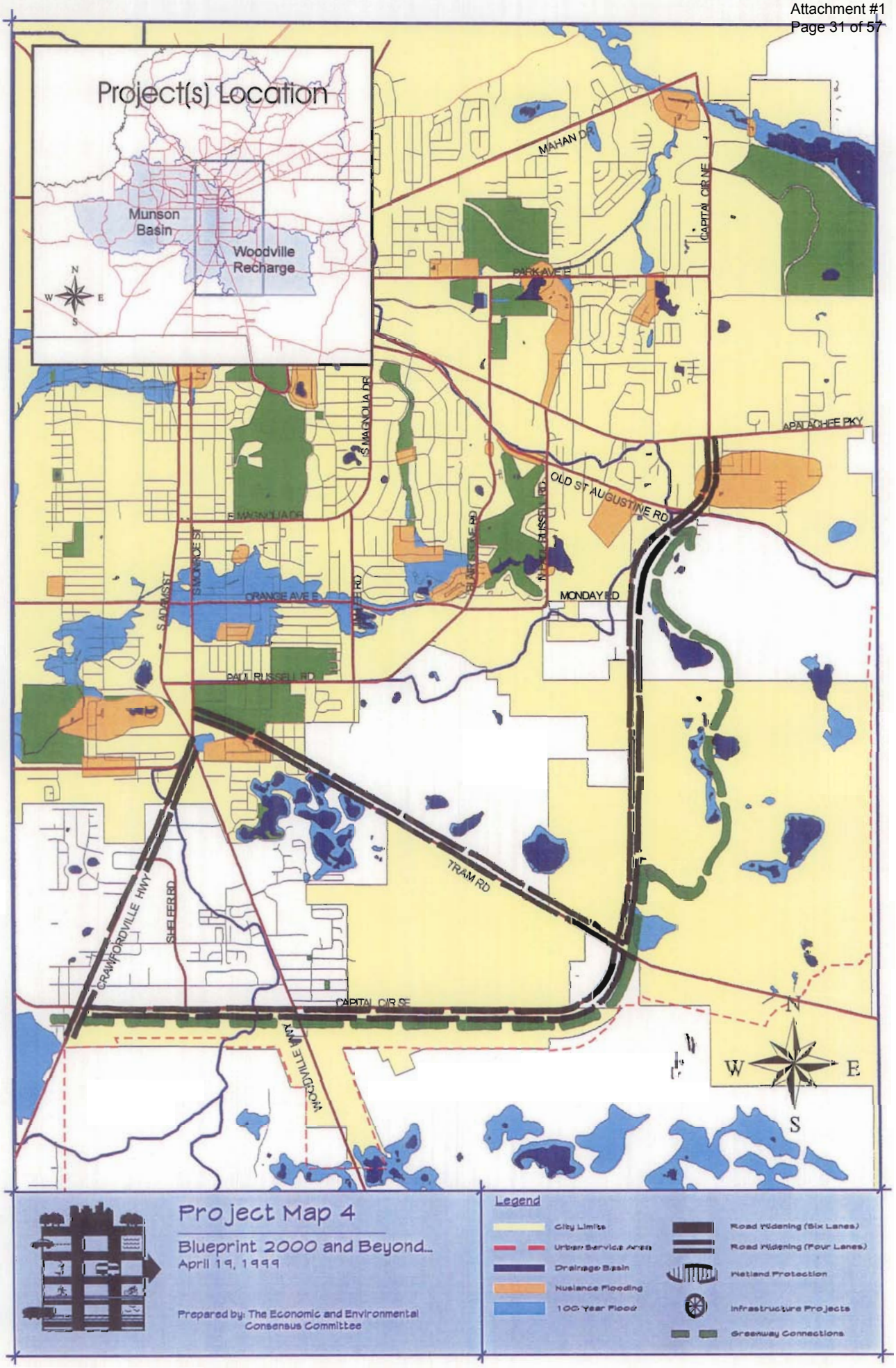
Prepared by: The Economic and Environmental Consensus Committee

Legend

- City Limits
- Urban Service Area
- Drainage Basin
- Nuisance Flooding
- 100 Year Flood
- Road Widening (Six Lanes)
- Road Widening (Four Lanes)
- Wetland Protection
- Infrastructure Projects
- Greenway Connections


Project(s) Location
Munson Basin
Lake Bradford Rd
Orange Ave
Lake Bradford
Black Swamp
Monroe St
Ridge Rd
Woodville Hwy
Crawfordville Hwy
Capital Circle
Springhill Rd
Shelfer Rd
Lake Munson
Rivers Rd
N
W
E
S
Project Map 2C
Blueprint 2000 and Beyond...
April 19, 1999
Prepared by: The Economic and Environmental Consensus Committee
Legend
City Limits
Urban Service Area
Drainage Basin
Nuisance Flooding
100 Year Flood
Road Widening (Six Lanes)
Road Widening (Four Lanes)
Wetland Protection
Infrastructure Projects
Greenway Connections


Project(s) Location
Munson Basin
N
W
E
S
Tharpe St
High Rd
Old Bainbridge Rd
Brevard St
Adams St
Tennessee St
Woodward Ave
Franklin St
Park Ave
Pensacola St
Lafayette St
Gaines St
Lake Bradford Rd
Monroe St
Magnolia Dr
Jim Lee Rd
Orange Ave
Project Map 3
Blueprint 2000 and Beyond...
April 19, 1999
Prepared by: The Economic and Environmental Consensus Committee
Legend
City Limits
Urban Service Area
Drainage Basin
Nuisance Flooding
100 Year Flood
Road Widening (Six Lanes)
Road Widening (Four Lanes)
Wetland Protection
Infrastructure Projects
Greenway Connections



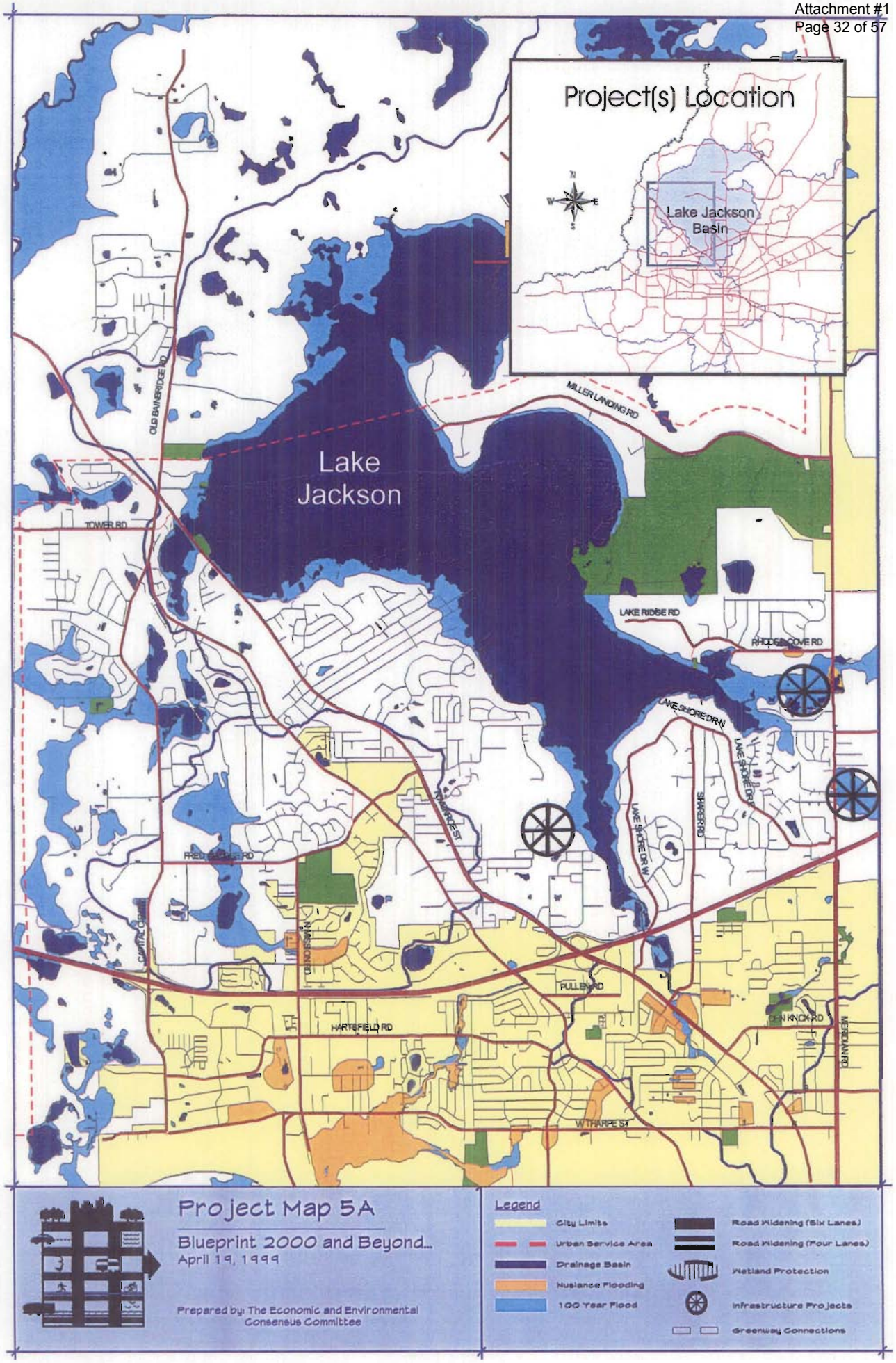
Project Map 4

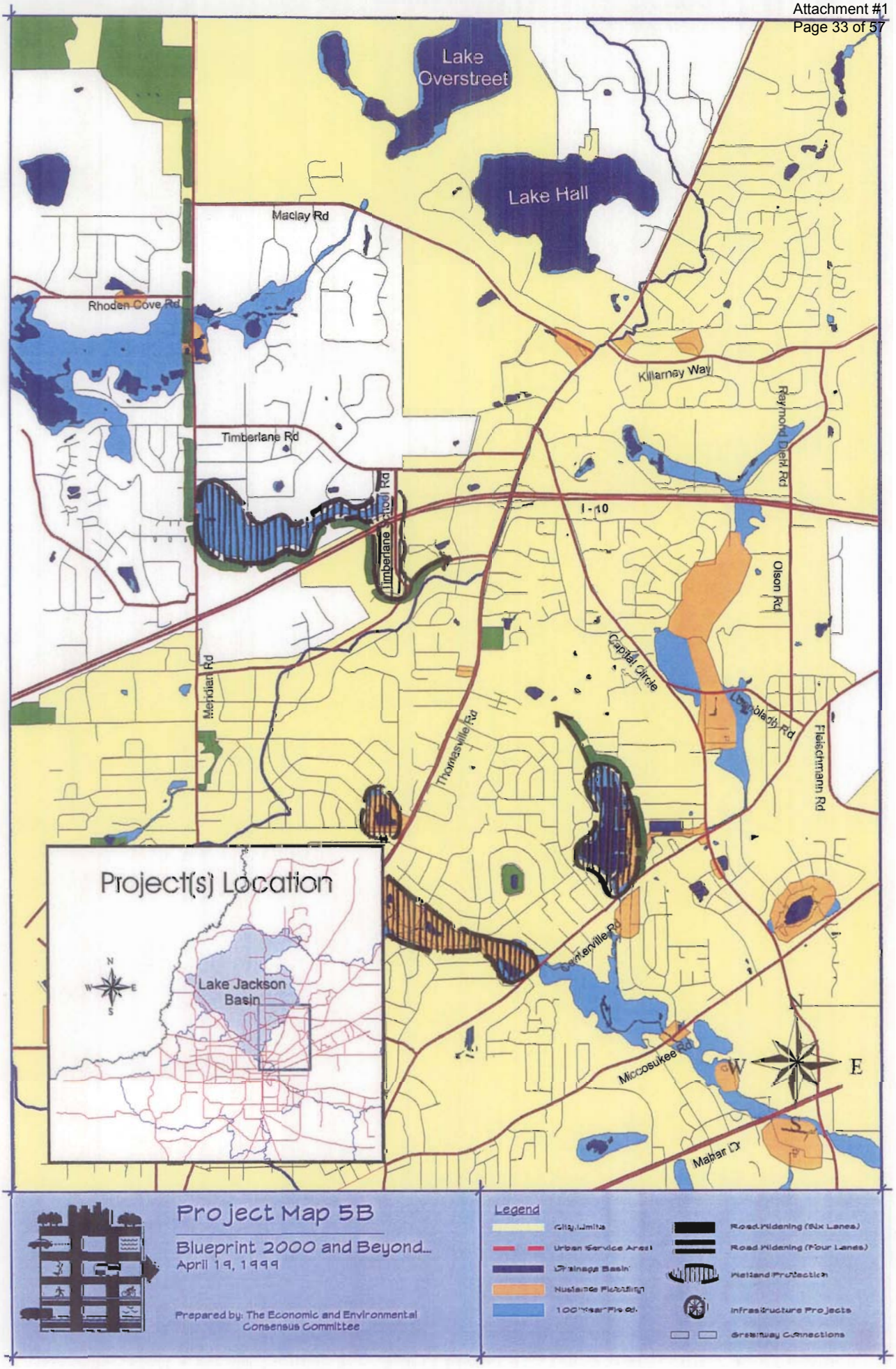
Blueprint 2000 and Beyond...
April 19, 1999

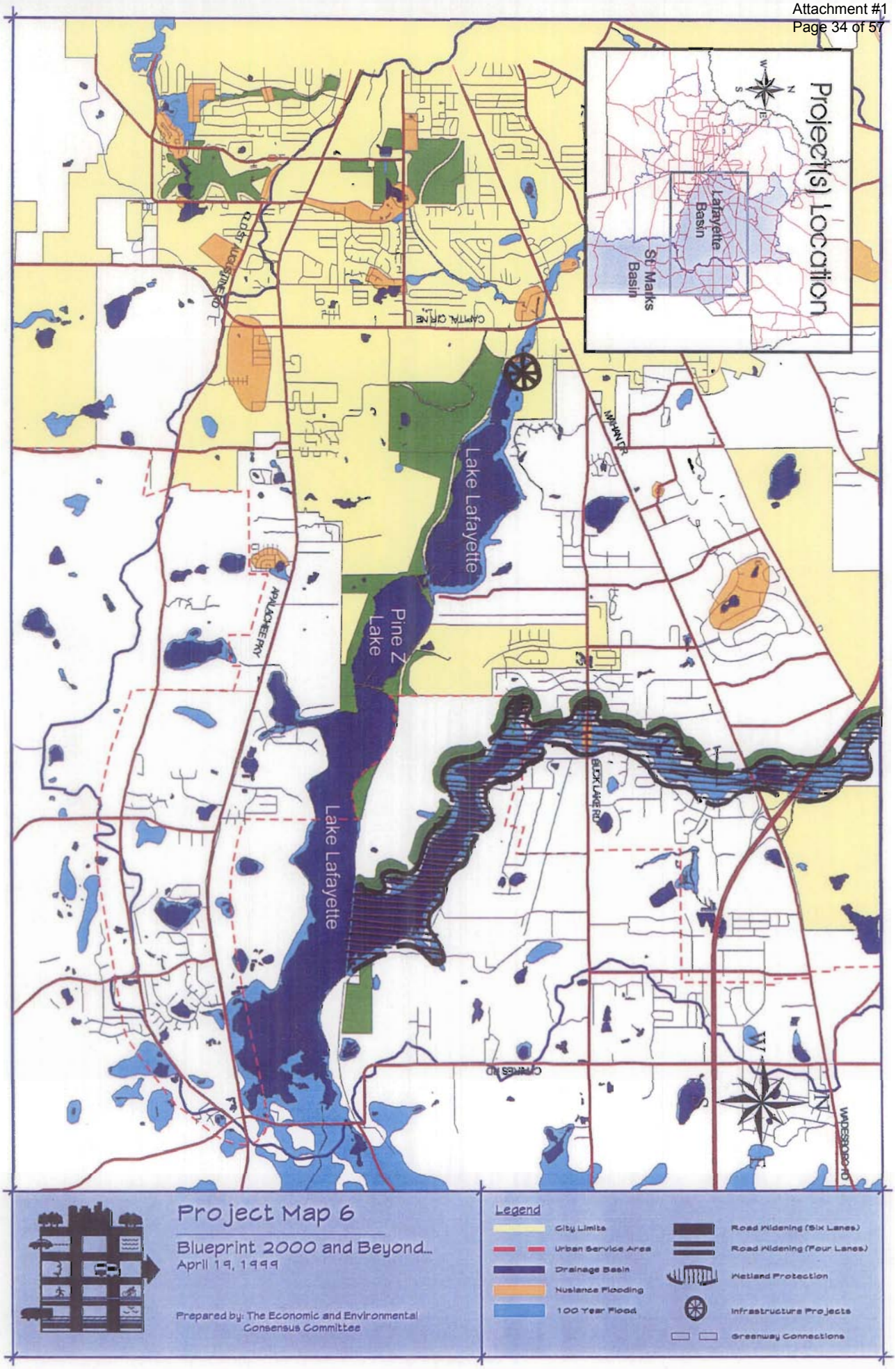
Prepared by: The Economic and Environmental Consensus Committee

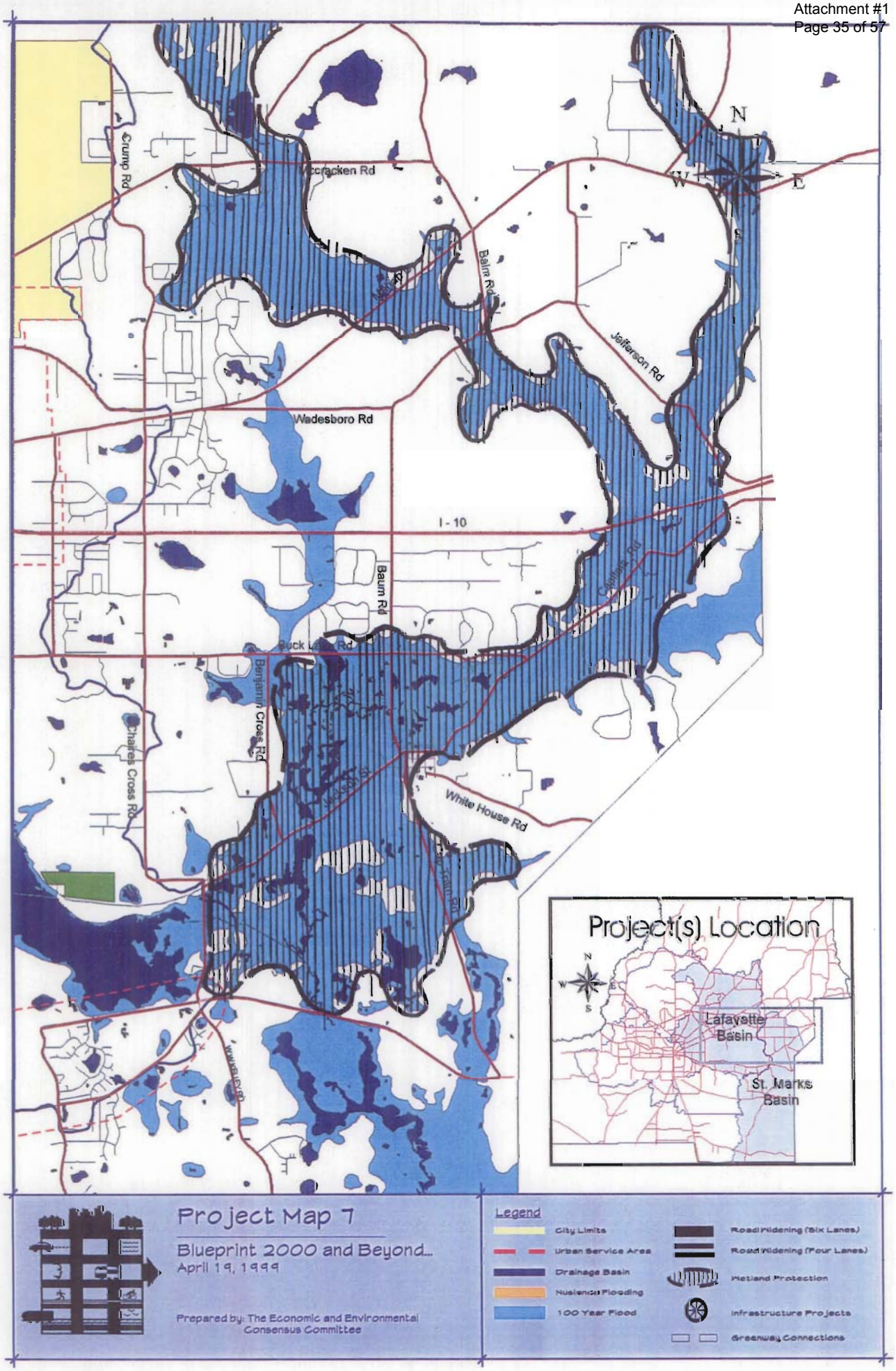
Legend

- City Limits
- Urban Service Area
- Drainage Basin
- Nuisance Flooding
- 100 Year Flood
- Road Widening (Six Lanes)
- Road Widening (Four Lanes)
- Wetland Protection
- Infrastructure Projects
- Greenway Connections


Project(s) Location
Lake Jackson Basin
Lake Jackson
MILLER LANDING RD
OLD BAINBRIDGE RD
TOWER RD
LAKE RIDGE RD
RHODES COVE RD
LAKE SHORE DR N
LAKE SHORE DR
LAKE SHORE DR W
SHARER RD
FRED GAINES RD
CAPITAL CIR
HARTSFIELD RD
FULLER RD
W THARPE ST
N MONROE
Project Map 5A
Blueprint 2000 and Beyond...
April 19, 1999
Prepared by: The Economic and Environmental Consensus Committee
Legend
City Limits
Urban Service Area
Drainage Basin
Nuisance Flooding
100 Year Flood
Road Widening (Six Lanes)
Road Widening (Four Lanes)
Wetland Protection
Infrastructure Projects
Greenway Connections


Lake Overstreet
Lake Hall
Maclay Rd
Rhoden Cove Rd
Timberlane Rd
Timberlane School Rd
Killarney Way
Raymond Diehl Rd
I-10
Olson Rd
Capital Circle
Meridian Rd
Thomasville Rd
Fleischmann Rd
Centerville Rd
Miccosukee Rd
Mahan Dr
Project(s) Location
Lake Jackson Basin
N
S
E
W
Project Map 5B
Blueprint 2000 and Beyond...
April 19, 1999
Prepared by: The Economic and Environmental Consensus Committee
Legend
City Limits
Urban Service Area
Drainage Basin
Nuisance Flooding
100 Year Flood
Road Widening (Six Lanes)
Road Widening (Four Lanes)
Wetland Protection
Infrastructure Projects
Greenway Connections


Project(s) Location
Lafayette Basin
St. Marks Basin
Lake Lafayette
Pine Z Lake
Lake Lafayette
CAPITAL CIRCLE
MAHAN DR
BLOX LAKE RD
CHAIRES RD
WADESBORO RD
Project Map 6
Blueprint 2000 and Beyond...
April 19, 1999
Prepared by: The Economic and Environmental Consensus Committee
Legend
City Limits
Urban Service Area
Drainage Basin
Nuisance Flooding
100 Year Flood
Road Widening (Six Lanes)
Road Widening (Four Lanes)
Wetland Protection
Infrastructure Projects
Greenway Connections


Crump Rd
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Baum Rd
Buck Lake Rd
Benjamin Cross Rd
Charles Cross Rd
White House Rd
N
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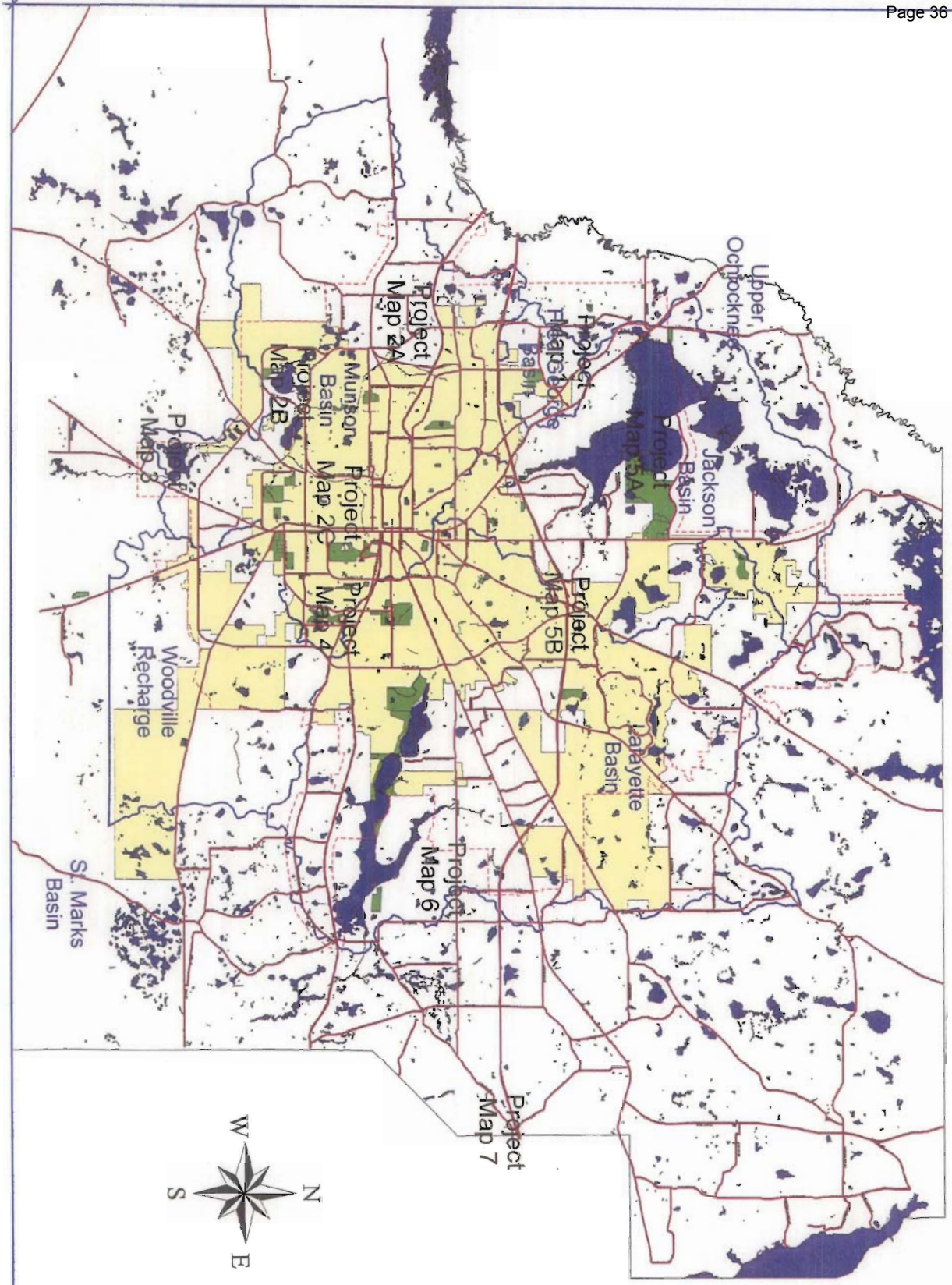
E
S
Project(s) Location
Lafayette Basin
St. Marks Basin
Project Map 7
Blueprint 2000 and Beyond...
April 19, 1999
Prepared by: The Economic and Environmental Consensus Committee
Legend
City Limits
Urban Service Area
Drainage Basin
Nuisance Flooding
100 Year Flood
Road Widening (Six Lanes)
Road Widening (Four Lanes)
Wetland Protection
Infrastructure Projects
Greenway Connections



Tallahassee - Leon County, Florida - Project Area Map(s)

Blueprint 2000 and Beyond...

April 19, 1999

Prepared by: The Economic and Environmental Consensus Committee

Legend

- City Limits
- Urban Service Area
- Drainage Basin Boundary
- Major Roadway(s)
- Water Body
- Project Map Locations

APPENDIX A
RECOMMENDED PROJECTS

The Economic and Environmental Consensus Committee recommends that City and County governments adopt the following list of transportation and water management projects as priority projects. Following a holistic approach, these projects are presented together by basin or watershed. The list does not include projects within these watersheds that city or county governments have already funded. However, the committee believes that these projects are necessary and should be implemented using the holistic principles we recommend.

Stormwater retrofit facilities should be constructed throughout the urban watershed as multi-use facilities. The location of some of the these facilities is identified in the following project descriptions. However, many other facilities are also needed to treat stormwater and prevent flooding in the urban areas that developed prior to the adoption of current stormwater regulations. The absence of these facilities has contributed significantly to the degradation of our lakes. The list also does not include some stormwater retrofit facilities that may be needed to prevent flooding and protect water quality. The following guidelines should be used to locate and construct these facilities:

- Prioritize the facilities based on greatest need in terms of flooding and water quality,
- Build facilities with the capacity to handle existing and potential flooding problems,
- Build needed facilities with the capacity to accommodate future "buildout" within the area they serve and allow new development to pay for using these facilities instead of constructing individual, on-site holding ponds, and
- Construct the facilities as passive recreational neighborhood parks, and where possible, connect them with greenways to the master greenway plan or other regional facilities.

City and County staff should work jointly to locate these additional retrofit facilities and the two proposed business parks with their infrastructure costs so these projects will be included in the sales tax extension.

OCHLOCKONEE RIVER AND FRED GEORGE BASINS

MAP 1

Northwest Capital Circle Improvements

Flooding has been a chronic problem near Stoneler Road and Riverwood in the Ochlockonee River floodplain north of I-10. Future development in this corridor will exacerbate existing conditions unless action is taken to protect these areas and allow them to function naturally. Our recommendation is to protect the floodplains by acquiring or preserving them through alternatives such as conservation easements or regulation.

- Preserve or acquire the cypress swamp at Stoneler Road and Capital Circle northwest and the Riverwood Swamp to store and treat stormwater and protect against increased downstream flooding.
- Preserve or acquire the wetland and floodplain in Fred George Sink basin for natural water storage and treatment.

THE MUNSON DRAINAGE BASIN

MAP 2

Water Resource Protection and Widening Capital Circle

A goal of our group is to increase economic opportunities in southwestern Leon County by improving access throughout the area, especially to Innovation Park and the Tallahassee Regional Airport. In addition, the Cascades and Bradford chain with its proximity to the National Forest offers excellent opportunities for nature based tourism. Establishing a state-of-the-art park and stormwater management system using the natural features already present would make a beautiful gateway impression on visitors and those seeking to live and work in Tallahassee.

- Widen Capital Circle Northwest from I-10 to West Tennessee Street to six lanes consistent with the Metropolitan Planning Organization final designs.
- Widen Capital Circle from West Tennessee Street to Pensacola Street to four lanes with controlled access. Construct a grade separated intersection at West Tennessee Street to prevent the necessity of widening this section to six lanes.

- Acquire all of Gum Swamp (which now is partially under public ownership) to retain and restore its large natural water treatment and storage capacity. This will prevent future attempts to fill parts of the swamp along the roadway as has happened in the past.
- Acquire or preserve through conservation easements, regulation, etc., cypress wetlands and floodplain of the North Branch of Gum Creek near US 90 and the West Branch of Gum Creek for natural water treatment and storage capacity.
- Acquire or preserve floodplains along the West Drainage Ditch, east and north of the railroad and Plant Road for rate attenuation and alleviation of existing flooding conditions.
- Restore San Luis Pond and protect associated wetlands.
- Construct a regional stormwater detention facility near San Luis Park on property recently acquired from the federal flood mitigation program. Acquire additional connections needed to construct a greenway/bike path from this facility to FSU and TCC bike trails.

Bradford Chain of Lakes Protection and Realigning Capital Circle

The recommendation to realign Capital Circle Southwest as recommended by the Lake Bradford Citizens' Task Force Report (1988) has strong appeal. Because the existing Capital Circle Southwest roadbed near the Airport lies within the Bradford Chain Watershed, widening the current roadway could seriously threaten this high-quality water system.

- Realign Capital Circle Southwest along a new eastern alignment as a controlled access facility with major intersections / interchanges at Innovation Park and Springhill Road.
- Improve Springhill Road from Orange Avenue to Southwest Capital Circle as a "gateway" route to downtown and to the universities.
- Acquire or preserve through conservation easements, regulation, etc., Lakes Cascade, Hiawatha, Bradford and Grassy, and Munson Slough and their connections to Eight-Mile Pond to protect water quality in these lakes and the groundwater to which they connect.
- Acquire land for the Greenway system along Capital Circle connecting the Bradford Chain and National Forest to Lake Munson for use as a passive park with bike and walking paths.
- Create a regional detention facility along the West Drainage Ditch just north of Orange Avenue for stormwater management, rate attenuation and lake protection. This facility should be designed to retrofit past development and to handle stormwater from the realigned Capital Circle southwest.
- Complete the Lake Henrietta and Lake Munson Acquisition and Restoration Programs currently ongoing.
- Acquire or preserve Black Swamp for natural water storage and treatment and flood control.

- Restore Silver Lake through in-lake enhancements, shoreline replanting, and sediment removal at the southwest end of the East Drainage Ditch east of Springhill road to increase water-holding capacity for flood control.

- Construct the FAMU Stormwater Pond as a regional stormwater facility. Construct an additional retrofit facility near the confluence of the Central and West Drainage Ditches and with stormwater improvements associated with Orange Avenue transportation projects for stormwater management, rate attenuation and volume storage. These facilities should be designed as park-like amenities for stormwater management, rate attenuation and volume control to address area flooding .

MAP 3

Cascades Park

Our group recommends the construction of the Cascades Linear Greenway to Railroad Square. This multi-use greenway will primarily use existing right-of-way for transportation enhancement stormwater retrofit, business redevelopment and recreational opportunities in the central core. This greenway is an urban redevelopment project linking Franklin Boulevard to the Gaines Street Revitalization Area. The following projects are recommended:

- Reconstruct Franklin Boulevard to create a more park-like atmosphere and to form part of a continuous walking park around downtown, we as well as providing needed flood control;

- Make strategic intersection improvements along Franklin Boulevard to facilitate traffic flow and alleviate safety concerns;

- Plan and design the flow of traffic between Gaines Street and Apalachee Parkway to complement the parks and greenways around Franklin Boulevard and Cascade Park.

- Construct a park-like urban wetland detention facility in front of the DOT building for stormwater treatment and water storage for flood control;

- Create a series of smaller, cascading urban wetland detention facilities for stormwater treatment and connect them with attractive flowways moving water through Cascade Park;

- Upon completion of the EPA study, "if feasible", restore Cascade Park and Centennial Field as an urban parkland.

The St. Augustine Branch

In addition, a linear park should continue through the Gaines Street Revitalization Area, along the St. Augustine Branch, connecting to the Elberta Crate facility and down the Central Ditch to Orange Avenue. Planning for the Cascades Greenway and Gaines Street sections of this project are

currently underway, therefore sales tax revenues would fund actual construction of infrastructure. This entire effort should be multi-objective in nature, accommodating a recreational greenway, stormwater retrofit and transportation improvements in a residential urban setting. It will encourage economic opportunities while managing urban stormwater. The following projects are recommended:

- Restore the St. Augustine Branch to a greenway and stream with attenuation areas throughout. Connect it to the Gaines Street Revitalization Project.
- Widen Adams Street from Jennings to Orange to four lanes and include extensive bike and walking paths due to its adjacency with FAMU.
- Widen Orange Avenue to four lanes (Springhill Road to the realigned Capital Circle Southwest).
- Complete the Elberta Crate stormwater facility, scheduled to begin construction in 1999, and design it as an urban park with bike and walking paths connecting to the St. Augustine Branch and Cascade Linear Greenway.
- Improve and enhance the Central Drainage Ditch with attenuation areas and design it as an urban greenway with bike and pedestrian walkways linking the St. Marks Trail extension and the proposed Gopher Frog & Alligator Rails-to-Trails project to the downtown Cascades Linear Greenway.

MAP 4

WOODVILLE RECHARGE AREA

This area encompasses most of the Southeast Sector Plan limits including the Southwood DRI (St. Joe/Arvida). It should be noted that recommendations are in addition to greenway, transportation, stormwater and other related projects associated with the State's Capital Circle Office Center and the Southwood DRI. Coordination with these projects is important to achieve regional solutions. Projects in this area include:

- Widen Crawfordville Road from Four Points to Capital Circle Southeast to four lanes and make major intersection improvements at Capital Circle.
- Improve Capital Circle Southeast from Apalachee Parkway to Crawfordville Road to a controlled access facility with major intersection improvements at Midyette, Blair Stone Extension, the Southwood entrances, Tram Road, Woodville Highway, and Crawfordville Road.
- Develop Tram Road as an alternative transportation corridor to include auto, bike, pedestrian, and transit modes.

MAP 5

THE LAKE JACKSON DRAINAGE BASIN

The long-term health of Lake Jackson depends on removal of sediment from the southern part of the lake during its next natural draw-down, which could occur in the next few years. Planning and funding for this effort are high priorities in order to insure that Lake Jackson remains an economic asset to the community. The most widely-recognized environmental problem in Leon County could be remedied by the following:

- Implement the following regional stormwater retrofit plans in a manner to create park-like facilities:
  - the Okeeheepkee Basin retrofit project,
  - the Rhoden Cove facility, and
  - the Lexington /Timberlane Creek facility.
- Create a contingency plan for sediment removal from Lake Jackson during the next natural drawdown and establish a trust fund to pay for the sediment removal project.
- Construct wetland and stormwater retention facilities for Ford's Arm North (Rhoden Cove Facility) and Ford's Arm South (Lexington/Timberlane Creek Facility) with associated greenways connecting to Phipps Park and the Timberlane Ravines.
- Create a greenway connecting Timberlane Ravines, Goose Pond, and Ford's Arm. This in-town bike / pedestrian greenway would extend north from Goose Pond past Dorothy Oven Park through the Timberlane Ravines system connecting to the south tributary of Ford's Arm.
- Construct regional retrofit ponds for the Highway 27 North transportation corridor in conjunction with resurfacing and intersection improvements.
- Improve only key intersections on Meridian Road, without making it into a four-lane highway.
- Acquire greenway areas adjacent to Lake Jackson wherever possible

MAP 6

THE LAFAYETTE-ST. MARKS DRAINAGE BASINS

Acquire land for parks, greenways, and stormwater management systems to protect water quality in Lake Lafayette and the St. Marks system and to enhance commercial development and recreational opportunities in the area. Encourage businesses to locate next to the greenway and provide access to it. This will allow walkers and bikers to obtain access to the businesses without traveling on I-10 and US 90.

Development at the intersection of US 90 and I-10 will require expensive transportation enhancements. However, the widening of US 90 must be conducted carefully using "Outstanding Florida Waters" or other stringent stormwater treatment requirements because US 90 crosses watercourses flowing to the Alford Arm of Lake Lafayette. We recommend the construction of a controlled access "Gateway Boulevard" to Florida's Capital with landscaped medians and frontage roads where appropriate. Careful land use planning along this road will avoid the strip development and attendant traffic snarls. Local government must review current zoning to prevent adjacent land uses from consuming the new capacity provided by road widening. In addition, the right-of-way for the road should include allowances for a greenway and future alternative transportation system. Governor's Park, a 200-acre commercial greenspace at the intersection of Park Avenue and Blairstone Road, could serve as an example for commercial development at the I-10 /US 90 intersection. If enough open space is set aside around this intersection and all possible non-structural methods of water management are used, an attractive, multi-use node of development will evolve. The following projects are recommended:

- Acquire or preserve through conservation easement, regulation, etc. the following:
  - The Alford Arm Tributary from the Miccosukee Canopy Road Greenway south to Alford Arm for use as pedestrian and bike path and for stormwater management.
  - The Alford Arm Greenway for recreation and lake protection.
- Property around East Weems Pond at Upper Lake Lafayette for flood plain protection and the construction of another stormwater treatment facility to improve the quality of water entering the Lafayette Sink.
- Remove excess floating islands in Lower Lake Lafayette.
- Restore, through in-lake enhancements, shoreline replanting, and sediment removal and continue to maintain the following waterbodies:
  - Goose Pond,
  - Waverly Pond,
  - McCord and Trescott Ponds, and the McCord Pond ditch, and Northeast Drainage Ditch to Weems Pond.

MAP 7

Lafayette/St. Marks Basin Floodplain Protection

The development of the I-10 / US 90 East interchange will spawn residential growth farther out US 90 East unless the community proceeds differently than it has in the past with land use regulation and far-sighted land acquisition and protection. We recommend acquiring or preserving through easements, regulation, etc., land to protect floodplains in this area and avoid future flood control problems. The purchase or preservation of the Black Creek floodplain will decrease the need to build stormwater facilities proposed for the area in the Camp, Dresser, and McKee Stormwater Master Plan and save money in the long run. The group strongly recommends against the bonding of the Camp, Dresser, and McKee (CDM) Stormwater Management Plan *in its entirety* due to its heavy reliance on structural methods of managing stormwater and flooding in rural, undeveloped Leon County. Presently, land values are relatively low, and wetland systems can be affordably preserved through acquisition, conservation easements, and regulation.

- The following natural wetlands and floodplains should be acquired or otherwise preserved:
  - Black Creek water system, Black Creek Swamp. This rural land comprises a major water system in Eastern Leon County (meandering from north of Moccasin Gap Road and Canopied Centerville and Miccosukee Roads to below US 90) which will come under development pressure in the near future. Preserve for water quality protection, water storage capabilities, rate attenuation and wildlife habitat.
  - Copeland / Patty Sink Groundwater Protection Greenbelt, encompassing much of the land adjoining the CSX tracks from Chaires Road causeway at Lower Lake Lafayette extending northeast toward the Jefferson County line at I-10. Preserve for water storage capacity, rate attenuation and wildlife habitat.
  - Miccosukee Sinks Groundwater Protection Park for water storage, lake protection and wildlife habitat.
- Historic Hwy 90 East from the I-10 interchange to Monticello is recommended to remain the two-lane "gateway" road it is today. The rural atmosphere that characterizes this scenic drive is a community asset into which the Florida DOT has recently invested $500,000 in replanting Crape Myrtles. Appropriate zoning can preserve this two-lane highway and the rural lands surrounding it.

APPENDIX B

JOINT COMPREHENSIVE WATER RESOURCES PLAN

The following are key components that should be included in a joint water resources plan. This plan should be developed by city and county governments with cooperation and assistance from the Northwest Florida Water Management District and the Department of Environmental Protection. The critical components identified herein reflect recommendations from the Economic and Environmental Consensus Committee and are reflective of the proposals advocated by the Committee. These components should not be interpreted as the *only* elements that should be included in the plan but rather as critical components of a comprehensive plan.

In addition, once a joint comprehensive plan is adopted, the community would be better served if local governments moved toward joint permitting and planning of all projects affecting natural resources.

WATERSHED MANAGEMENT

- Develop water resources plan and management based on watershed approach. Coordinate with transportation and land use planning.
- Identify specific hydrogeological features in each watershed. Tailor regulations to fit specific conditions.
- Gather all water resource data (studies, models, literature, etc.) into a single location (public library?).

WATER QUALITY MONITORING

- Include representative wells, ditches, ponds, creeks, lakes and conveyances. Focus on key parameters for each system. Focus on turbidity data to direct immediate remedial action. Insure adequate field personnel.
- Engage the public. Utilize neighborhood associations to aid in monitoring. Expand Lake Watch countywide.

STORMWATER MANAGEMENT

- Construct regional facilities in each watershed. (Approx. 6% of each watershed based on studies.) Utilize for both pretreatment and flood control.
- Integrate natural systems (use as nutrient uptakes) and greenways/conservation areas with constructed systems. Build regional ponds as multipurpose facilities -- passive recreation, open space, hiking/bike trails connected to other greenways. Use as a combination functioning facility *and* a public amenity.

- Provide a payment-in-lieu-of construction system for developers to cover the cost and maintenance of regional facilities. Look at on-site alternatives to individual holding ponds (swales, graveled conveyances, landscaping, etc)
- Prioritize construction of regional facilities based on most pressing water quality need and most severe flood conditions.
- Coordinate *all* transportation, land-use, and water resource planning. Whole system approach.

LAKE PROTECTION

- Develop appropriate water quality parameters for natural lakes and stormwater management lakes. Develop protection plan to include all tributaries and conveyances within each natural lake's watershed.
- Have a plan ready for immediate implementation of sedimentation removal from specified lakes when natural drawdowns occur, or when artificial drawdowns can be activated.
- Seek innovative solutions to conservation of resources: purchase, regulations, transfer of development rights, conservation easements, wetland mitigation banking. Establish greenways acquisition in conjunction with lake protection.

REVENUES

- Reevaluate countywide stormwater fee. Consider billing alternatives.
- Promote extension of sales tax. Earmark a portion to pay for capital projects for water resource management: REGIONAL PONDS, GREENWAYS/NATURAL AREAS ACQUISITION, and DEMONSTRATION PROJECT COMBINING NATURAL/CONSTRUCTED SYSTEM (such as St. Augustine Branch restoration project).

APPENDIX C

SELECTIVE CONSERVATION TOOLS FOR WATER RESOURCE PROTECTION

There are many successful conservation and planning incentives being used to protect open space and watershed areas throughout the country. Communities are learning that they can save tax dollars by protecting sources of drinking water or avoiding disastrous flooding by acquiring property and regulating development in flood plains. Protecting natural systems is good economics. The following are examples of programs that complement regulatory and acquisition efforts:

Conservation Easements-- are legal agreements that permanently restrict land use and become part of the title to a property. The restrictions on development and other intensive land uses are to benefit conservation objectives important to the public such as protection of wildlife, open space, scenic views, recreation, and valuable water resources. Conservation easements have been in use since the 1930s, granted by private landowners to non-profit land trusts, such as Tall Timbers Research Station and Apalachee Land Conservancy, or to government agencies. Land under a conservation easement is still privately owned and managed, stays on the local tax rolls, and can still be sold or transferred, subject to the terms of the easement. Gifts of perpetual conservation easements are federally tax-deductible as charitable contributions and may significantly reduce the estate tax burden on family properties. The Taxpayer Relief Act that went into effect in 1998 provides additional tax incentives for conservation easements including:

- Cutting estate taxes by up to 40%
- Giving heirs nine months after an owner's death to enact conservation easement
- Increasing the maximum asset value that can be exempted from estate tax from $600,000 to $1 million by 2006, including land
- Requiring eligible land to be within 25 miles of a metropolitan region to encourage buffer zones to control sprawl in environmentally vulnerable areas under development pressure

In the Red Hills region, some 50,000 acres are protected by easements, including 13,000 acres in Leon County. These easements protect miles of shoreline and upland areas around Lake

Iamonia and Lake Miccosukee. In addition, easements are held on lands bordering the Aucilla and Ochlockonee Rivers and along creeks and sinks that feed the Floridan Aquifer. Conservation easements are an attractive option for the larger parcel landowner interested in tax deductions. For the smaller parcel landowner, the purchase of development rights via conservation easements may be a more viable approach of securing watershed property. As a voluntary program, easements should be part of any strategy that links greenways and water resource protection.

A system to record and inventory conservation easements is a crucial component in successful programs.

Management Agreements-- are voluntary agreements where a property owner agrees to maintain the land in a specified manner for a set period of time. In return, the landowner gets technical advice and is eligible for financial assistance to carry out resource enhancement practices. Some 1000 Florida landowners have joined one such program, the Florida Forest Stewardship Program, administered by the state. Some of these landowners are protecting watersheds in our region.

Conservation Zoning-- is a form of clustering and site design development widely being used in neo-traditional communities that allow the same overall density on a parcel of land as conventional zoning, but new construction is located on half or less of the land. The remaining acreage is left in open space for parks, wildlife corridors, or protecting watershed amenities. According to *Florida Trend* magazine, the state has 19 Traditional Neighborhood Design (TND) communities already constructed, with more being built in Jacksonville, Gainesville, Orlando, Vero Beach, Palm Beach County, and other parts of Florida. Locally, plans for both Southwood and Fallschase include some of the principles of this movement away from sprawling, land- consumptive residential development. While TND communities reflect only a small ripple in the housing market, they offer a unique option to designing subdivisions around the principle of land conservation. Encouraging this type of sensitive development, whether on a 58-acre parcel or 5800 acre tract within our Urban Service Area boundary, will enable us to grow greener as an attractive and economically viable community. For this to be a success, however, we need to ensure that local codes provide incentives, not disincentives, for this type of development.

There is a clear connection between stormwater runoff and subdivision design. In South Carolina's Charleston Harbor Project researchers conducted a study evaluating the runoff implications using a 583-acre site. They compared the property as if it were developed as a typical sprawl development design and as Traditional Neighborhood Design. Under the sprawl design, single family homes were planned on conventional lot sizes, street widths and typical parking configurations. Thirty acres remained as open space. Under the TND development scenario, the researchers matched the amount of residential, commercial, office and industrial space dedicated in the sprawl development. The major change, however, was the land uses were organized differently. Residential density rose and was mixed with commercial and office development. Street and parking followed the local grid pattern of nearby Mt. Pleasant and Charleston. Some 400 acres remained as open and green space. The computer models revealed the TND development was less polluting. The volume of runoff from the sprawl scenario was 43% higher, sediment loads were three times higher, and nitrogen and phosphorous loadings were all higher. This study was sponsored by the National Oceanic and Atmospheric Administration as part of a state and local government effort to develop a comprehensive management plan for the greater Charleston harbor watershed. The study pointed out that even a TND should not be located in flood plains or rural areas. Ironically, the development pattern best for water quality, TND, is illegal to build in most communities under conventional zoning that encourages residential sprawl, separation of land uses, and a heavy dependency on the automobile.

APPENDIX D

TRANSPORTATION AND LAND USE STUDY COMMITTEE'S EXECUTIVE SUMMARY

(January 15, 1999)

The Committee concluded that, despite much well intended work and effort, Florida's land use and transportation system is failing many of the nearly 15 million Floridians and 47 million plus annual visitors to our state. With the implementation of the recommendations in this report, however, Florida will more fully commit to the principles of smart growth and smart communities. Transportation concurrency will be less about process and more about the right outcomes. Procedural requirements will not hold up plans and projects that spur reinvestment in existing communities. We will provide more opportunities for those who cannot drive (or choose not to) and revitalize our main streets, as well.

- **Florida must have true multi-modal planning and transportation systems.** Especially in urban areas, no amount of funding will allow enough highways to be built to eliminate congestion. Florida needs meaningful multi-modal and inter-modal transportation options. Toward this end, local government land use and transportation planning should be an interactive process that builds on a community vision, not just from a minimum criteria rule.

- **Regional mobility should not adversely affect community livability.** "People first" planning techniques, that favor the pedestrian, frequently come into conflict with efforts to maximize vehicular mobility through multi-lane, high speed roadways. At the same time, though, Florida also needs a system of high-speed transportation networks connecting its urban areas. Coordinated planning can allow local governments to improve the livability of their communities while supporting the ability of the state to achieve and maintain an effective interregional transportation system.

- **Transportation is essential to economic vitality.** Transportation is essential for the movement of people and freight. Florida's transportation planning must put more emphasis on providing multi-modal movement options for freight. Providing alternative transportation

options is also key to helping people improve their economic standing. For example, if a household is able to manage with one car or less, the transportation cost savings can translate directly into a higher savings rate, which can result in earlier home ownership.

- **Better land use planning will lead to better transportation systems.** The relationship between land use and transportation is reciprocal; land uses create a demand for transportation facilities and transportation services are catalysts for land development. Coordinated and integrated transportation and land use decisions can foster attainment of state, regional, and community goals. The form development takes has a direct impact on the transportation options that will be available to serve that development. Increasing densities and concentrating development in strategically designated areas and corridors can help make public transit feasible.

- **Reward development in the right place at the right time with the right form.** The state of Florida's goal should be to build more livable communities, not just to assure concurrency in planning. For this reason, the Committee proposes a partnership to be established that focuses the public, private, and political energies of Florida into defining and achieving desired outcomes, i.e., making planning more about results than processes. This will require providing support for the innovative approaches and changing the rules to reward people proposing to build in the right places.

- **One size does not fit all.** Florida needs a mix of good community design and vehicular mobility tailored to particular needs of each community and the State's economic needs. Land use, transportation planning, and review criteria should be guided by local circumstances while meeting state goals. Local governments, especially those with a proven track record, should have enhanced flexibility in how they meet desired outcomes set by the state.

Political leadership is essential for resolving Florida's land use and transportation challenges. Citizen support for enhanced funding for transportation systems depends on recognition that those systems are being designed in concert with desirable land use plans. Land use and transportation plans, therefore, must offer choices to people while providing for the transport of cargo and freight. Part of the leadership must come from the Legislature, which should provide additional funds for the

state-financed multi-modal transportation projects, consistent with state law, and additional funding sources for local governments to provide their share of needed facilities.

APPENDIX E

ACKNOWLEDGEMENTS

We would like to gratefully acknowledge the assistance and expertise from Shawn Kalbli of the RPA Group, Inc. for constructing and designing the maps and graphics, and Keith Burnsed, AICP of the RPA Group, Inc. for formatting assistance of this document.

Many of the ideas presented in this report are a distillation of recommendations from numerous community sources. A partial list of these follows: the Northwest Florida Water Management District's Stormwater Management Plan, the 21st Century Council report on Transportation and Land Use Planning, the MPO 2020 Transportation Plan, the TLCPD Greenways Acquisition Plan, the Gaines St. charette, Leon County GEM's Wetlands and Floodplains Worthy of Enhanced Protection, the Camp, Dresser and McKee Stormwater Study, Reports of the Leon County Water Resources Committee, Reports of the Science Advisory Committee, the Joint City/County Stormwater Committee Report, the Public Agenda Lakes and Water Discussion Group, Water Resources, Atlas of Florida by Edward Fernald and Donald J. Patton, and Urban Water Quality: A New Program Agenda.

MEMBERS OF THE ECONOMIC AND ENVIRONMENTAL CONSENSUS COMMITTEE

Kathy Archibald is a thirty year resident of Tallahassee/Leon County. She was the former co-owner of Florida's fourth largest printing company, The Printing House, Inc., as well Homes and Land Publishing. She has been involved locally in planning, growth management, neighborhood, and environmental issues for the past twelve years. She was co-chair of the Citizens' Task Force on Housing for the Comprehensive Plan. She was a past Tallahassee/Leon County Planning Commissioner and organized a class for citizens on the Comprehensive Plan. She is currently active and a past president of the Centerville Rural Community Association, is the president of Citizens United for Responsible Growth, was re-elected in 1998 as Board Supervisor for the Ochlockonee

River Soil and Water Conservation District, and serves on Leon County's citizen advisory committee on land development regulations. She was awarded CONA's "Citizen of the Year" award in 1997.

Joe Kelley has been a resident of Tallahassee for twenty-one years. He is currently the President of the Tallahassee Area Chamber of Commerce and the Economic Development Council. Joe has been responsible for fostering existing business development and management of an economic enhancement plan, marketing Tallahassee and Leon County's business advantages to national corporations. In addition, Joe serves on six local boards promoting critical issues effecting the quality of life in Tallahassee and Leon County and is a member of several state and national economic development councils.

Henree D. Martin is a commercial Real Estate Broker in Tallahassee who has been actively involved in this area for over 25 years. She has served on many city and county committees that respond to growth issues, including: The Lake Bradford Study Group, The Transportation and Planning Committee and various groups studying Comprehensive Plan Issues. She is a former president of the Tallahassee Commercial Brokers, The Coalition for Positive Growth Management and has served two terms on the Board of the Chamber of Commerce. She has been involved in permitting issues and has a working knowledge of the issues facing our community due to transportation, environmental, and neighborhood challenges.

Kevin McGorty is Director of the Red Hills Conservation Program of Tall Timbers Research Station north of Lake Iamonia. He has 20 years experience in historic preservation, land conservation, and community planning. Prior to joining Tall Timbers in 1994, Mr. McGorty was the Director of the Historic Tallahassee Preservation Board, Florida Department of State. He has worked with local governments in formulating comprehensive plans and has been involved in numerous projects and studies on transportation, urban sprawl, and environmental issues

Nancy Caire Miller has been the Sierra Club point person on water resource protection and stormwater management in Leon County for the past six years. She has served as Chair of the Big Bend Group of the Sierra Club and the Leon County Water Resources Citizens Committee, and has also participated on the Code Advisory Committee for site specific zoning, the Land Development

Regulation Users Group for Leon County, and the Comprehensive Plan Issues Forum defining priorities for the five-year evaluation of the Comprehensive Plan. Miller and her husband own a sales agency representing eight outdoor equipment manufacturers throughout the southeastern United States.

Karen Moore is the President and CEO of Moore Consulting Group, a public relations and advertising firm. Currently serving as Chairman of the Board of the Tallahassee Area Chamber of Commerce, her initiatives for the year include education, growth management/governmental relations and the Southern Strategy. Her professional work has generated more than 150 state and national awards and honors including the prestigious "Grand All-Florida Award". She currently serves on the boards of AmSouth Bank, Tallahassee Regional Airport, and the Economic Development Council.

Mark Mustian is a native of Tallahassee and an attorney with the law firm of Nabors, Giblin, and Nickerson, PA. He is the immediate past president of the Tallahassee Area Chamber of Commerce and continues to serve on several committees and boards..

Tom O'Steen is a landscape architect and urban planner with the Genesis Group, a Florida based multi-disciplinary consulting firm. He has over sixteen years of experience of working with both public and private sector clients on projects that range from residential and commercial subdivisions to large-scale land planning. He is a special consultant to the Tallahassee Area Chamber of Commerce for growth management and governmental affairs and has represented the Chamber on numerous citizens groups studying development regulations.

Rob Palmer is a certified urban planner with over fifteen years of transportation, comprehensive, and master planning experience. Rob is a principal with the RPA Group, a community planning and engineering firm based in Tallahassee. He has served on several community and chamber task forces including the EDC Advisory Team for Innovation Park and Forging the Future visioning committee. Rob currently serves on the *Legislative Policy Committee* for the Florida Chapter of the American Planning Association as well as the National Research Council's *Committee on Major Activity Center Circulation Systems.*

Curtis Richardson is a twenty-five resident of Tallahassee/Leon County. He is a former member of the Leon County School Board and served as an aide to former Governor Buddy MacKay and the late Governor Lawton Chiles. He has been active in numerous community organizations. Presently he is a member of the Board and Vice-President of External Affairs of CONA. He is an active southside resident and President of the Tuskegee Neighborhood Association. He serves as is association's representative to the Southside Coalition of Neighborhoods. Curtis was recognized by the Mayor and Commission as a 1998 "Neighbor of the Year."

Jess Van Dyke is Northwest Florida's Regional Biologist at D.E.P.'s Bureau of Invasive Plant Management. He has 27 years of professional experience in water resource management with the Department of Environmental Protection, the University of Florida's I.F.A.S., and the Florida Game and Fresh Water Fish Commission. Since moving to Tallahassee in 1974, Mr. Van Dyke has monitored local rivers and lakes, served on local water resource committees, and edited management plans for Lake Miccosukee, Lake Munson, and Lake Iamonia.

Martha Wellman has lived in the southside of Tallahassee for more than twenty-five years. Martha has been an active participant in the community. She participated in the development of the current Comprehensive Plan and worked extensively on the economic development and land use elements. She has been an advocate for environmental and neighborhood protection, participates in the Sierra Club at the state and national levels, and is president of her neighborhood association. She also served as chair to the Lake Munson Team and currently chairs the county's Water Resources Advisory Committee.

Frank Williams is a native of Tallahassee and has been active in the community for over twenty three years. He is President of Florida Developers, Inc and has served on numerous boards and committees and currently serves on the Board of Directors for the Capital City Chamber of Commerce and the Tallahassee Chamber of Commerce. He is the Vice President of the Hills Gate Neighborhood Association.

<u>Attachment #2</u>

City, County, Blueprint2000
Interlocal Agreement
October 2000

No. 00C0323

INTERLOCAL AGREEMENT

This Agreement made and entered into this 27th day of October 2000, by and between LEON COUNTY, a political subdivision of the State of Florida (County), and the CITY OF TALLAHASSEE, a Florida municipal corporation (City), is as follows:

WHEREAS, it is of benefit to all the citizens of the County and the City that both governments cooperate to resolve community problems; and,

WHEREAS, significant community need exists for the extension of the local government infrastructure sales tax; and,

WHEREAS, Section 212.055(2), Florida Statutes, provides for the levy after local option referendum of a local government infrastructure sales surtax; and,

WHEREAS, Section 212.055(2)(c)(1), Florida Statutes, provides for interlocal agreements to be entered into between counties and municipalities within those counties; and,

WHEREAS, it is the desire of the County and the City to enter into such an interlocal agreement to establish the amount of such sales tax levy, the division of proceeds between the County and City, and the uses of such proceeds.

NOW THEREFORE, for and in consideration of the mutual terms, covenants, and conditions herein contained to be complied with by the parties, they do hereby contract and agree as follows:

1. The local government infrastructure sales surtax shall be extended pursuant to the provisions in Section 212.055, Florida Statutes, until December 31, 2019. The tax shall continue to be levied at the rate of 1%.

2. Blueprint 2000 Intergovernmental Agency. Pursuant to Section 163.01(7), Florida Statutes the County and the City shall create a Blueprint 2000 Intergovernmental Agency to govern the project management structure for the project planning and construction of the Blueprint 2000 projects listed in paragraph 10. The Board of County Commissioners and the City Commission shall constitute the Blueprint 2000 Intergovernmental Agency.

Responsibilities of Blueprint 2000 Intergovernmental Agency:

- Meet at least annually to consider an annual work plan and past year's performance report.
- Convene as needed to consider major program changes, contracts, change orders, and purchase orders which exceed the Intergovernmental Management Committee's ~~Agency~~ Authority. Meetings will be scheduled to coincide with MPO meetings. ?

Pldge

3. Intergovernmental Management Committee. An Intergovernmental Management Committee shall be established to jointly administer this program and make recommendations on policy to the Blueprint 2000 Intergovernmental Agency and carry out the long range direction of the Blueprint 2000 Intergovernmental Agency. The Intergovernmental Management Committee shall meet at least quarterly and shall consist of the County Administrator and the City Manager.

Responsibilities of the Intergovernmental Management Committee:

- Monitor the operations of the program
- Implement an annual financial audit conducted by an independent public accounting firm licensed under Chapter 473, Florida Statutes, and an annual performance audit conducted by a firm qualified to perform such audits. The scope of the performance audit shall be established jointly by the County Administrator and the City Manager.
- Recommend approval of operating budget
- Recommend approval of long and short term work plans
- Recommend issuance of RFP's and consider for approval all purchasing, contracts, and change orders up to 20% of the costs of the project

4. Staffing. A Staff Director shall be approved by both the County Administrator and the City Manager and may be terminated by either the County Administrator or the City Manager. The County Administrator and the City Manager shall jointly evaluate the performance of the Staff Director at least annually. The Staff Director shall develop policies and procedures for the program which will be reviewed and approved by the County Administrator and the City Manager.

Responsibilities of the Staff Director:

- The Staff Director shall manage a multi-disciplinary staff and shall be responsible for carrying out the implementation of the Blueprint 2000 projects.
- The Staff Director and staff shall have the option of being County employees or City employees.
- Coordinate with the Blueprint 2000 Technical Coordinating Committee and submit a long range implementation plan, a 5 year plan and an annual work plan to the Management Committee.
- Prepare a public information plan and sustain effective relationships with stakeholders and affected parties to projects.
- Submit project status reports to the Intergovernmental Agency every six months.

5. Blueprint 2000 Technical Coordinating Committee. An intergovernmental coordinating committee shall be established to provide professional advice and technical expertise to the staff director on a project basis. The Blueprint 2000 Technical Coordinating Committee shall meet at least monthly and consist of an Assistant City Manager, the Assistant to the County Administrator, the Planning Director, the City Public Works Director, the County Transportation Engineering Director, the City Stormwater Manager, the County Chief of Stormwater Engineering, the City Growth Management Biologist, and the County Director of Environmental Compliance. Other staff may be added on a project basis.

added: MPO Director

voting members or just advisory?

Responsibilities of the Blueprint 2000 Technical Coordinating Committee:

- Work with Staff Director to ensure coordination with other ongoing and future projects and related issues.
- Review Blueprint 2000 project scope and implementation plans and make recommendations to Staff Director.
- Annually review City and County other projects to ensure coordination between governments.

6. Planning Department. The Planning Director shall serve as a member of the Blueprint 2000 Technical Coordinating Committee. In addition, the Planning Department shall assist in conducting, coordinating and advising on land use planning, sector planning, greenway planning and transportation planning, as well as serving as liaison with MPO planning.

7. Citizen Advisory Committee. A Citizen Advisory Committee shall be established to serve in an advisory capacity to the Blueprint 2000 Intergovernmental Agency. The Committee shall consist of nine members serving three year staggered terms. Four members shall be selected by the Blueprint 2000 Intergovernmental Agency from a list of three names for each position provided by the Economic and Environmental Consensus Committee (EECC) and shall include: 1 -EECC member, 1-financial expert with bonding experience, 1 -natural scientist/biologist, and 1 -planner. The remaining five members shall be selected as follows:

1-Chairman of the Economic Development Council
1-Representative appointed by the Capital City Chamber of Commerce
1-Chairman of the Planning Commission
1-Representative from Council of Neighborhood Associations
1-Representative from the Big Bend Environmental Forum

3 added
- civil rights comm.
- elderly
- disabled

Responsibilities of the Citizen Advisory Committee:

- Review work plans, financial audits and performance audits and make recommendations to the Blueprint 2000 Intergovernmental Agency.

8. The proceeds of the surtax levied under this agreement shall be distributed to the County and the City throughout the term of this agreement as follows:

Governmental Body	Share of Proceeds
Leon County	50%
City of Tallahassee	50%

Pledge Senior Debt [illegible]

The County and the City agree that 80% of the total proceeds shall be used for Blueprint 2000 projects as approved by the County and City Commissions on July 10, 2000, and ratified in paragraph 10. The County and the City shall cause the funds to be placed in the Blueprint 2000 Intergovernmental Agency account within 10 working days of its receipt. The Intergovernmental Management Committee shall administer the spending of those funds on the projects listed in paragraph 10.

9. Permissible sales tax projects are restricted to the following categories:

a. Stormwater and Water Quality

b. Transportation Improvements

c. Greenways and Parks and Recreation

10. The 80% share of proceeds dedicated to Blueprint 2000 projects shall be used for the purposes of funding Blueprint 2000 projects as approved by the County and City Commissions on July 10, 2000, as follows (a -I represent first priority, j -w represent second priority):

a. Map 2A: Widening of Capital Circle NW from I-10 to Blountstown Hwy; (includes six lanes from I-10 to Tennessee Street without service roads, four lanes from Tennessee Street to Blountstown Hwy., and two interchanges); Water resource protection through greenway linkages, floodplain acquisition, protection and restoration of Gum Swamp system.

b. Map 4: Widening of Capital Circle SE from Crawfordville Hwy. to St.Augustine Road; (Includes portion of Tram Road ROW for future transit; acquisition of environmentally sensitive areas and greenway connection between St. Marks Trail and Southwood; deletes proposed interchanges at Apalachee parkway and Crawfordville Road)

c. Map 3: Franklin Boulevard improvements, roundabout at Franklin/Meridian/Gaines intersection; Reconstruction of Cascades Park with series of lakes for stormwater retrofit of urban area; Reconstruction of St. Augustine Branch as urban waterway with series of lakes for stormwater treatment; acquisition of land for phase II stormwater improvements along the central drainage ditch, greenways throughout the system and trailhead development.

d. Water Quality Program - Funding for stormwater and water quality retrofit to be split 50/50 between City and county (includes $10 million for retrofit and drainage improvements in Frenchtown watershed and $5 million for various county retrofit projects in the urban area

previously identified as high priority).

e. Map 7: Phase I--Eastern Leon County groundwater and floodplain protection.

f. Lafayette Basin floodplain/greenway land acquisition for future stormwater improvements and greenway connection from Lafayette Heritage Trail to Miccosukee greenway.

g. Map 2B: Widening of Capital Circle SW from Blountstown Hwy. to Springhill Road; includes (Option 1-Realignment; inclues ROW, construction, and stormwater for roadway improvements only, and land acquisition for future greenway).

h. Map 2C: Widening of Capital Circle SW from Springhill Road to Crawfordville Road; (includes ROW, construction, and stormwater for roadway improvements only and land acquisition for future greenway).

1st prior. i. Map 5B: Land acquisition only for greenway linkages between Maclay Gardens, Timberlane Ravine, Goose Pond, and Tom Brown Park.

j. Map 3, Segment 4: Old St. Augustine Branch stormwater improvements (Gamble Street to confluence with Munson Slough).

2nd priority

k. Gaines Street Reconstruction and extension of Jackson Bluff Road ($17 million)

l. Map 6: Widening of Mahan Drive from Dempsey Mayo Road to I-10, and stormwater improvements for roadway and Lake Lafayette; trail head development.

m. Map 2B/2C: Airport Gateway—Connector from Capital Circle SW to Lake Bradford Road.

n. Map 7: Phase II—Eastern Leon County groundwater and floodplain protection.

o. Map 1: Fred George and Ochlocknee River Basins stormwater improvements, groundwater protection, and greenway acquisition.

p. Map 5A: Meridian Road intersection improvements and greenway connections from Timberlane Ravine to Klapp-Phipps-Overstreet Park.

q. Water quality program funding—Phase II.

r. Map 5B: Lake Lafayette Basin stormwater improvements and floodplain protection.

s. Map 2C: Springhill Road ROW and construction; stormwater system and improvements from Springhill Road east to Indianhead Acres; greenways/trail development.

t. Map 2B: Black Swamp restoration, regional stormwater pond, and Cascades to Munson slough greenway trail development.

u. Map 4: Tram Road ROW and construction; interchange at Crawfordville Road.

v. Map 2B: Roadway improvements connecting Capital Circle SW and Springhill Road and interchange at Orange Avenue and Capital Circle SW.

w. Map 2A: Service Roads (Capital Circle NW)

doesn't refer to changes in Commit structure, etc.

11. The above listed projects can only be significantly amended, deleted, or added to if unforeseen conditions require such changes and if the Blueprint 2000 Intergovernmental Agency approves the change by a supermajority vote of the members of each body, after taking into consideration the recommendations of the of the Citizens' Advisory Committee, the Blueprint 2000 Technical Coordinating Committee, and the Intergovernmental Management Committee. Such a vote will not be taken until the Blueprint 2000 Intergovernmental Agency holds at least two noticed public hearings.

12. The 10% share of the proceeds dedicated to Leon County projects shall be used for the following purposes as approved by the County Commission on July 10, 2000, and ratified in County Resolution R00-30:

a. Transportation Projects

b. Stormwater and Water Quality

c. Parks and Recreation Facilities

d. Intersection Improvements, Bridges, Sidewalks, Bike Lanes, Bike Paths, Traffic Calming,

e. Greenway and Bike Trails, and

f. Other projects approved by the Board of County Commissioners.

13. The 10% share of the proceeds dedicated to City of Tallahassee projects shall be used for the following purposes as approved by the City Commission on July 10, 2000 and ratified in City Resolution 00-R-44:

a. Transportation Projects

b. Stormwater and Water Quality

c. Parks and Recreation Facilities

d. Gateway Enhancements

e. Greenway and Bike Trails, and

f. Other projects approved by the City Commission.

14. The ballot language to be used for the referendum on the subject of discretionary sales surtax shall read as follows:

ONE CENT SALES TAX EXTENSION

To improve local and state roads; reduce traffic congestion; protect lakes and drinking water quality; reduce stormwater problems and flooding; protect and expand natural areas, parks, and recreational facilities; and seek matching funds from state and federal programs for these purposes, shall the existing one cent sales tax within Leon County be extended until December 31, 2019, with project spending subject to annual independent audit as well as review by a citizens advisory committee?

The City Resolution Says: NOV 30

_____ FOR THE ONE CENT SALES TAX EXTENSION
_____ AGAINST THE ONE CENT SALES TAX EXTENSION

15. This agreement shall be effective only upon the passage of the local option referendum to be conducted on the November 2000 General Election Ballot. If such referendum measure is not passed, this agreement shall be of no force and effect.

16. If any paragraph, sentence, clause, phrase, or portion of this Interlocal Agreement for any reason is held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

17. All sales tax spending will be subject to an annual independent audit of the sales tax fund.

BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA

BY: Jane G. Sauls
JANE G. SAULS, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTESTED BY:
DAVE LANG, CLERK OF THE COURT

BY: John Stott
John Stott, Chief Deputy Clerk

APPROVED AS TO FORM:

COUNTY ATTORNEY'S OFFICE
LEON COUNTY, FLORIDA

BY: _____
HERBERT W.A. THIELE, ESQ.
COUNTY ATTORNEY

CITY OF TALLAHASSEE

BY: _____
SCOTT MADDOX, MAYOR

ATTESTED BY:

BY: _____
CLERK

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE
CITY OF TALLAHASSEE, FLORIDA

BY: _____
JAMES ENGLISH, ESQ.
CITY ATTORNEY

APPROVED BY CITY COMMISSION
September 6, 2000

F:\SPECPRJ\SALESTAX\WORKGROU\POSTWKSP\INTER9.WPD 1:30 pm 8/28/00

Attachment #3

City, County, Blueprint2000 Restated Interlocal Agreement February 2003

AMENDED AND RESTATED

INTERLOCAL AGREEMENT

BLUEPRINT 2000 INTERGOVERNMENTAL AGENCY

between

LEON COUNTY, FLORIDA
("County")

and

CITY OF TALLAHASSEE, FLORIDA
("City")

DATED as of February 1, 2003

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AMENDED AND RESTATED INTERLOCAL AGREEMENT
BLUEPRINT 2000 INTERGOVERNMENTAL AGENCY

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT made and entered into as of the 1st day of February, 2003, by and between Leon County, Florida ("County"), and the City of Tallahassee, Florida ("City") (collectively, "Members").

WITNESSETH:

WHEREAS, Leon County-City of Tallahassee Blueprint 2000 Intergovernmental Agency (the "Blueprint 2000 Intergovernmental Agency," the "Intergovernmental Agency" or the "Agency") was formed by Interlocal Agreement on October 27, 2000 ("Interlocal Agreement"); and

WHEREAS, the parties to the Interlocal Agreement have agreed to modifications and amendments to the Interlocal Agreement to reflect certain agreed upon changes thereto; and

WHEREAS, in addition and supplemental to their other powers, the undersigned parties, pursuant to Chapter 163, Part I, Florida Statutes, as amended, commonly known as the "Florida Interlocal Cooperation Act of 1969," are authorized and empowered to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of government organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the County and the City wish by this Agreement to provide for the obligations of the Agency created hereby, and the obligations of the County and the City, and to more fully secure the payment of said obligations incurred the same as if issued as revenue bonds in the manner provided herein, in order to further the purposes stated herein; and

WHEREAS, the Interlocal Agreement provided for the creation of an interlocal agency pursuant to Chapter 163, Part I, Florida Statutes, (the

"Interlocal Act") to govern certain matters in connection with the financing, planning and construction of certain projects to be financed with the proceeds of the Dedicated Sales Tax, as hereinafter defined; and,

WHEREAS, it is in the best interest of the County and the City to amend the Interlocal Agreement to provide for the ability to issue bonds or other debt obligations and to enter into contracts necessary and incidental to the financing, planning and construction of the projects to be financed with the proceeds of such Dedicated Sales Tax.

NOW, THEREFORE, IN CONSIDERATION of the mutual benefits to flow to each other, and to the citizens of the State of Florida, and in consideration of the mutual covenants, promises and agreements herein contained, the Members hereby agree with each other to amend and restate in its entirety the Interlocal Agreement by this Amended and Restated Interlocal Agreement (herein, the "Amended and Restated Interlocal Agreement" or the "Agreement") as follows:

PART I

PURPOSE; EXTENSION OF SALES SURTAX; GOVERNANCE; DURATION; LIQUIDATION; EFFECTIVE DATE

SECTION 1. PURPOSE OF THIS AGREEMENT.

The purpose of this Agreement is to create and the Members do hereby create, a legal entity constituting a public body corporate and politic under Section 163.01 of Chapter 163, Part I, Florida Statutes, as amended, composed of the Members, to be known as the "Leon County-City of Tallahassee Blueprint 2000 Intergovernmental Agency" to implement the agreements of the Members as herein set forth.

The Intergovernmental Agency is formed to undertake the acquisition, financing, planning, constructing, managing, operating, servicing, utilizing, owning and exchanging of the Blueprint 2000 Projects as herein described, to receive and expend the Dedicated Sales Surtax as herein provided for, and to

exercise all of the powers granted by this Agreement or by law, either within or without the State of Florida.

SECTION 2. LOCAL GOVERNMENT INFRASTRUCTURE SALES SURTAX EXTENSION.

Pursuant to Leon County Ordinance enacted September 12, 2000, the provisions of Section 212.055(2), Florida Statutes, and referendum of the Leon County electorate on November 7, 2000, the local government infrastructure sales surtax, originally scheduled to expire on November 30, 2004, shall continue until December 31, 2019, to be levied at the rate of 1%.

SECTION 3. GOVERNANCE.

Pursuant to Section 163.01(7), Florida Statutes, the County and the City hereby create and establish the Blueprint 2000 Intergovernmental Agency to provide for the project management structure for the project planning, financing and construction of the Blueprint 2000 projects listed in Section 8 of Part V hereof (the "Blueprint 2000 Projects") and to undertake the other functions provided herein. The Interlocal Agency shall be governed by a Board of Directors (the "Board of Directors" or the "Board") consisting of the respective members of the Board of County Commissioners of Leon County and the City Commission of the City of Tallahassee. The weight to be given to the vote of each member of the Board of Directors shall be as set forth in the Bylaws. The Board of Directors, may adopt bylaws, rules, regulations, policies and procedures to govern the actions and procedures of the Intergovernmental Agency, and of the Board of Directors.

The Bylaws of the Agency previously adopted on February 14, 2001 and revised on September 17, 2001, are hereby ratified and confirmed, subject to future amendment, supplement or modification thereof as the Board of Directors shall approve.

It is not the purpose of this Agreement to transfer ownership of any existing facility from any Member or other entity to the Intergovernmental Agency.

SECTION 4. TERM AND DURATION OF THE INTERGOVERNMENTAL AGENCY.

This Agreement shall continue in full force and effect, and the Intergovernmental Agency shall continue to possess the powers herein conferred upon it, in accordance with the terms hereof. In no event shall this Agreement or the powers herein granted to the Intergovernmental Agency be rescinded or terminated until (a) all bonds, notes and other evidences of indebtedness of the Intergovernmental Agency and the interest thereon shall have been paid or adequate provision for such payment shall have been made in accordance with the instruments governing such bonds, notes and other evidences of indebtedness and (b) all contractual obligations undertaken by the Intergovernmental Agency, all obligations and liabilities, and all liens, charges and encumbrances to which property of the Intergovernmental Agency is subject shall have been satisfied, released or adequately provided for.

SECTION 5. LIQUIDATION.

Upon any termination of this Agreement and dissolution of the Intergovernmental Agency, the Board shall liquidate the business, assets and property of the Intergovernmental Agency, as expeditiously as possible, and all property of the Intergovernmental Agency, real, personal, tangible and intangible shall be distributed in accordance with a plan of dissolution approved by the Board.

SECTION 6. EFFECTIVE DATE.

This Agreement shall take effect immediately upon its being filed as provided in Section 163.01(11), Florida Statutes.

PART II

AUTHORITY; DEFINITIONS

SECTION 1. AUTHORITY.

This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes; Article VIII, Sections 1 and 2 of the Constitution of the State of Florida; Chapter 166, Florida Statutes; Chapter 125, Florida Statutes; Section 202.19(5), Florida Statutes, Chapter 212; and other applicable provisions of law.

SECTION 2. DEFINITIONS.

A. "Act" means Section 163.01, Florida Statutes; Article VIII, Sections 1 and 2 of the Constitution of the State of Florida; Chapter 166, Florida Statutes; Chapter 125, Florida Statutes; Chapter 212, Florida Statutes; Section 202.19(5), Florida Statutes; and other applicable provisions of law.

B. "Blueprint 2000 Projects" means those projects described and set forth in Part V of this Agreement, as the same may be amended from time to time by agreement of the City and the County, as provided herein and in the Bylaws of the Intergovernmental Agency.

C. "Bond Resolution(s)" means a bond resolution(s), award resolution(s) or other such resolution(s) of the Intergovernmental Agency adopted from time to time authorizing the issuance of Bonds.

D. "Bond Year" means with respect to the Bonds, the Bond Year as defined in the Bond Resolution.

E. "Bondholders" or "holders" means the registered owners or their respective legal representatives of outstanding Bonds, as the context may indicate.

F. "Bonds" means the bonds, notes and any other obligations issued by the Intergovernmental Agency.

G. "City's Sales Surtax" means fifty percent (50%) of the Extended Sales Surtax.

H. "City's Share of the Dedicated Sales Surtax" or "City's Share" means fifty percent (50%) of the City's receipt of or entitlement to the Dedicated Sales Surtax as determined monthly.

I. "Clerk" means the clerk of the Intergovernmental Agency, as designated from time to time by the Board of Directors.

J. "County's Sales Surtax" means fifty percent (50%) of the Extended Sales Surtax.

K. "County's Share of the Dedicated Sales Surtax" or "County's Share" means fifty percent (50%) of the County's receipt of or entitlement to the Dedicated Sales Surtax as determined monthly.

L. "Debt Service Payments" means the payments required to be made for principal, amortization payments and interest on the Bonds, in the manner provided in the Bond Resolution, or payments treated as debt service or payable on a parity therewith, minus any accrued and capitalized interest that may be funded from the proceeds of the Bonds, for the fees and expenses of fiscal agents, for rebate payments, and for the replacement of any moneys withdrawn from any reserve fund or account or amounts necessary to reinstate any reserve fund credit facility or product.

M. "Dedicated Sales Surtax" means eighty percent (80%) of the Extended Sales Surtax, which shall be used by the Intergovernmental Agency for the cost of financing, planning and construction of the Blueprint 2000 Projects, including payments of Debt Service Payments, and payments as otherwise provided by this Agreement.

N. "Existing Sales Surtax" means the one percent (1%) local government infrastructure sales surtax authorized by Section 212.055, Florida

Statutes; levied pursuant to referendum of a majority of the electors of Leon County on September 19, 1989, and expiring November 30, 2004.

O. "Extended Sales Surtax" means the one percent (1%) local government infrastructure sales surtax authorized by Section 212.055, Florida Statutes; levied pursuant to Ordinance No. 0035 of the County enacted on September 12, 2000, and approved by referendum of a majority of the electors of the County on November 7, 2000; effective December 1, 2004, and expiring December 31, 2019, and which extends the Existing Sales Surtax. Such term shall include for all purposes hereof proceeds of the portion of the communication services tax levied in the County pursuant to Section 202.19(5), Florida Statutes, as a replacement of, and to be used for the same purposes as, the portion of the infrastructure sales surtax previously levied on communications services.

P. "Fiscal Year" means the fiscal years of the City, the County and the Intergovernmental Agency commencing on October 1 of each year and ending on the next succeeding September 30, or such other fiscal year as the state legislature may establish.

Q. "Project Site" or "Sites" means the lands and interests upon which the Blueprint 2000 Projects are to be constructed, as more particularly described in Part V hereof, together with easements appurtenant thereto, and such other lands and interests therein as may be added from time to time by the parties hereto.

Words importing singular numbers shall include the plural number in each case and vice versa, and words importing persons shall include firms, corporations or other entities, including governments or governmental bodies.

PART III

POWERS

In order to accomplish the purposes set out above, the Intergovernmental Agency shall have the power, pursuant to direction or authorization by its Board of Directors, by its bylaws or by the powers granted by this Agreement to:

A. Make and enter into contracts in its own name with its Members, the United States, the State of Florida, foreign states or countries, other public agencies and interlocal agencies and persons, both within and without the State of Florida;

B. Acquire, construct, obtain, receive, purchase, lease, sublease, import, hold, own, use, operate, manage, maintain, pledge, hypothecate, improve, retain, dispose of, sell, donate, trade, transfer, deliver and convey real property and both tangible and intangible personal property inside and outside the State of Florida;

C. Acquire, plan, finance, construct, obtain, receive, purchase, lease or sublease any property and acquire by lease or sublease any property and cause the rentals paid to be certificated and sold, share cost of, hold, own, use, operate, manage, maintain, pledge, hypothecate, improve, retain, dispose of, sell, donate, trade, transfer, deliver and convey any project or projects and any and all facilities, including all equipment, structures, machinery, and tangible and intangible property, real and personal, useful or incidental thereto, acquire, receive, purchase, contract for, own, use, consume, possess, insure, store, transport, transmit, dispatch, sell, convey, broker, trade, exchange, interchange, deliver, encumber, pledge and engage in derivative products, including swaps, caps, collars and similar financial tools;

D. Apply to any person or entity, public or private, for consents, permits, authorizations or approvals required for any project undertaken in

accordance with this Agreement, and to take all necessary actions to comply with the conditions thereof;

E. Enter into interlocal or other agreements with other entities, whether or not created by interlocal agreements themselves, if such agreements are useful in the furtherance of this Agreement, to the extent permissible under Florida law;

F. Acquire, hold, use, pledge and dispose of any or all receivables, income, revenues, funds and money;

G. Incur debts, liabilities or obligations which do not constitute debts, liabilities or obligations of the Members, unless specifically agreed by such Members, and, to the extent permissible under Florida law, grant a mortgage or security interest in property acquired through loan proceeds, provided that without each Member's consent, it shall be non-recourse with respect to such Members;

H. Establish, operate and manage a pooled loan project or projects for utilization by the Intergovernmental Agency or its Members or others duly authorized by the Intergovernmental Agency;

I. Exercise all powers in connection with the authorization, issuance and sale of bonds and bond anticipation notes as are conferred by Sections 163.01(7)(d) and Sections 163.01(7)(g) of Chapter 163, Part I, Florida Statutes, as amended, and any other applicable provisions of law, and by any such other applicable statute hereafter adopted, which may include interest rate swaps, collars, caps and other derivative or hedge products;

J. Invest money of the Intergovernmental Agency not required for immediate use, including, but not limited to, proceeds from the sale of bonds, in such obligations, securities, and other investments as authorized by the investment policies of the Intergovernmental Agency, any applicable laws and

any applicable provisions of any bond resolution or other instruments governing the fund or funds in which the money is deposited;

K. Impose fees and charges necessary to discharge its duties and obligations hereunder, and adopt such rules and regulations, policies and procedures and enact bylaws to implement the powers and authorities granted hereby;

L. Procure insurance from such insurers as it deems desirable or to self insure, or both, against risk of loss or liability in connection with its property, operations or assets;

M. Employ, engage, discharge and compensate agents, employees and independent contractors;

N. Sue and be sued in its own name;

O. Enforce all rules, regulations, policies and procedures adopted under the authority of this Agreement, independently, or with the assistance of the Members, and resort to any necessary legal process for this purpose;

P. Grant indemnification to its officers, agents and employees, to the extent permitted by law or in the manner set forth in its bylaws or other rules of governance;

Q. Exercise all such other powers incidental and useful to the furtherance of the purposes of this Agreement and to the exercise of the powers specified herein, and which the Members may exercise in their individual capacities, and any other powers conferred presently or in the future under the laws of Florida;

R. Exercise all of the privileges, benefits, powers and terms of Part I of Chapter 163, Florida Statutes, Part I of Chapter 125, Florida Statutes, Part II of Chapter 166, Florida Statutes and Part I of Chapter 159, Florida Statutes;

S. Approve annual work plans for the Agency and review performance reports;

T. Approve annual operating budgets and capital improvement programs;

U. Consider major program changes, contracts, change orders, and purchase orders which exceed the Intergovernmental Management Committee's authority;

V. Finance or refinance the Blueprint 2000 Projects;

W. Issue bond anticipation notes pursuant to Section 215.431, Florida Statutes;

X. Borrow money and issue bonds or other debt obligations to finance or refinance the Blueprint 2000 Projects;

Y. Develop and structure financial programs;

Z. Invest its money in such investments in accordance with the laws of the State of Florida;

AA. Make and enter into contracts and agreements necessary or incidental to the performance of its duties and the execution of its duties under this Amended and Restated Interlocal Agreement;

BB. Exercise the right and power of eminent domain, including the procedural powers under Chapters 73 and 74, Florida Statutes, pursuant to its delegated authority as set forth generally in Chapters 127, 163, and 166, Florida Statues, and more specifically as set forth in Section 163.01(7)(f), Florida Statutes;

CC. Acquire both real and personal property through voluntary sale, lease, exchange or donation, to manage, redevelop, surplus or otherwise dispose of acquired real and personal property, including property acquired

through the right and power of eminent domain, with any and all proceeds being retained for expenditures pursuant to this Interlocal Agreement;

DD. Employ agencies, employees, consultants, advisors, experts, attorneys and such other employees and agents as may, in the judgment of the Blueprint 2000 Intergovernmental Agency, be necessary and to fix their compensation;

EE. Receive and accept any aid or contributions from any source of either money, property, labor or other things of value, to be held, used or applied only for the purposes for which such grants and contributions are made;

FF. Sue and be sued;

GG. Adopt and use a seal; and

HH. Make and pass rules, regulations, resolutions and orders not inconsistent with the constitution of the United States or of the State of Florida, or the provisions of the Interlocal Act or this Amended and Restated Interlocal Agreement, necessary for the governance and management of the affairs of the Blueprint 2000 Intergovernmental Agency, for the execution of the powers, obligations and responsibilities vested in the Blueprint 2000 Intergovernmental Agency, and for carrying out the provisions of this Amended and Restated Interlocal Agreement.

PART IV

BOARD OF DIRECTORS; OFFICERS

SECTION 1. GENERAL.

The Intergovernmental Agency shall be governed by a Board of Directors. The Board of Directors shall select a Chairperson and Vice Chairperson from among the members of the Board of Directors (hereinafter "Directors") and shall designate a Clerk, who may or may not be a Director. The Board of Directors shall designate such other officers and staff positions as it may deem

advisable from time to time or as otherwise provided herein or in the Bylaws.

SECTION 2. DUTIES.

The duties of the Board of Directors shall include the following:

A. Establish policies and adopt Bylaws necessary to accomplish the purposes of this Agreement.

B. Meet at least annually to approve an annual work plan for the Intergovernmental Agency and review the previous year's performance report.

C. Approve the annual operating budget and capital improvement program of the Intergovernmental Agency and plans for financing the same from the Dedicated Sales Surtax.

D. Convene as needed to consider major program changes, contracts, change orders, and purchase orders which exceed the authority of the Intergovernmental Management Committee (discussed below).

E. Adopt Bond Resolutions for purposes of financing the Blueprint 2000 Projects.

SECTION 3. MEETINGS OF THE BOARD OF DIRECTORS.

The Board of Directors shall meet at least one time per year in accordance with the Bylaws. Additional meetings of the Board of Directors may be called by the Chairperson. Notice of all such meetings shall be given and such meetings shall be conducted in the manner specified in the Bylaws and in all events in compliance with Florida law.

SECTION 4. DUTIES OF THE CHAIRPERSON OF THE BOARD OF DIRECTORS.

The Chairperson of the Board of Directors shall preside at meetings of the Board of Directors. In the event the Chairperson cannot be present a the meeting, the Vice Chairperson shall perform this responsibility, or in the absence of the Vice Chairperson, another Director designated by the Chairperson or Vice Chairperson, as the case may be, shall preside. The

Chairperson or in his absence or upon his designation, the Vice Chairperson shall have the power and authority to execute all Bonds, contracts and other documents on behalf of and bind the Agency for all lawful obligations thereof, and shall perform such other duties as shall be provided by the Board of Directors or by the Bylaws.

SECTION 5. CLERK.

The Clerk or any duly appointed deputy shall keep and may imprint the seal of the Intergovernmental Agency; attest to all signatures and certify as to all proceedings and documentation of the Intergovernmental Agency; shall have such other powers and duties as designated in the Bylaws and as from time to time may be assigned to the Clerk by the Board of Directors, the Chairperson of the Board, and the Vice Chairperson of the Board; and shall in general perform all acts incident to the office of Clerk, subject to the control of the Board of Directors, the Chairperson, or the Vice Chairperson, as the case may be.

PART V
PLANNING, MANAGEMENT, CONSTRUCTION AND OPERATION OF THE BLUEPRINT 2000 PROJECTS

SECTION 1. INTERGOVERNMENTAL MANAGEMENT COMMITTEE.

An Intergovernmental Management Committee (the "Intergovernmental Management Committee") is hereby created and established to jointly administer this program and make recommendations on policy to the Blueprint 2000 Intergovernmental Agency and carry out the long range direction of the Blueprint 2000 Intergovernmental Agency. The Intergovernmental Management Committee shall meet at least quarterly and shall consist of the County Administrator of the County (the "County Administrator") and the City Manager of the City (the "City Manager").

The Intergovernmental Management Committee shall have the following powers:

A. Monitor the operations of the program.

B. Implement an annual financial audit conducted by an independent public accounting firm licensed under Chapter 473, Florida Statutes, and an annual performance audit conducted by a firm qualified to perform such audits. The scope of the performance audit shall be established jointly by the County Administrator and the City Manager.

C. Recommend approval of an operating budget.

D. Recommend approval of long and short term work plans.

E. Recommend issuance of Request For Proposals.

F. Approve purchasing, contracts, and change orders in accordance with the approved Agency Procurement Policy, as amended from time to time.

SECTION 2. STAFFING.

A Staff Director shall be hired by the County Administrator and the City Manager acting in concert and may be terminated by either the County Administrator or the City Manager. The County Administrator and the City Manager shall jointly evaluate the performance of the Staff Director at least annually. The Staff Director shall develop policies and procedures for the program which will be reviewed and approved by the County Administrator and the City Manager.

Responsibilities of the Staff Director:

A. The Staff Director shall manage a multi-disciplinary staff and shall be responsible for carrying out the implementation of the Blueprint 2000 Projects.

B. The Staff Director and staff shall have the option of being County employees or City employees, only for purposes of employee benefit

administration.

C. Coordinate with the Blueprint 2000 Technical Coordinating Committee (as defined below) and submit a long range implementation plan, a five (5) year plan and an annual work plan to the Intergovernmental Management Committee.

D. Prepare a public information plan and sustain effective relationships with stakeholders and affected parties to Blueprint 2000 Projects.

E. Submit project status reports to the Intergovernmental Agency every six months.

SECTION 3. BLUEPRINT 2000 TECHNICAL COORDINATING COMMITTEE.

An intergovernmental technical coordinating committee is hereby created and established to provide professional advice and technical expertise to the Staff Director on a project basis to be known as the "Blueprint 2000 Technical Coordinating Committee." The membership of the Blueprint 2000 Technical Coordinating Committee shall be as designated in the Bylaws.

Responsibilities of the Blueprint 2000 Technical Coordinating Committee:

A. Work with Staff Director to ensure coordination with other ongoing and future projects and related issues.

B. Review Blueprint 2000 Project scope and implementation plans and make recommendations to Staff Director.

C. Annually review other projects of the City and County to ensure coordination between governments.

D. Such other responsibilities as shall be provided in the Bylaws or as provided by the Board of Directors.

SECTION 4. PLANNING DEPARTMENT.

The Tallahassee-Leon County Planning Department shall assist in

conducting, coordinating and advising on land use planning, sector planning, greenway planning and transportation planning, as well as serving as a liaison to the Metropolitan Planning Organization.

SECTION 5. CITIZEN ADVISORY COMMITTEE.

A Citizen Advisory Committee is hereby created and established to serve in an advisory capacity to the Blueprint 2000 Intergovernmental Agency. The Committee shall consist of twelve members serving three year staggered terms. Four members shall be selected by the Blueprint 2000 Intergovernmental Agency from a list of three names for each position provided by the Economic and Environmental Consensus Committee (EECC) and shall include: 1 -EECC member, 1-financial expert with bonding experience, 1 -natural scientist/biologist, and 1 -planner. Three members shall be selected by the Blueprint 2000 Intergovernmental Agency from a list of three names for each position provided by the Citizens Advisory Committee and shall include one member from the civil rights community, one member from the elderly community, and one member from the disability community. The remaining five members shall be selected as follows:

1 - Chairman of the Economic Development Council or designee thereof
1 - Representative appointed by the Capital City Chamber of Commerce
1 - Chairman of the Planning Commission or designee thereof
1 - Representative from Council of Neighborhood Associations
1 - Representative from the Big Bend Environmental Forum

Responsibilities of the Citizen Advisory Committee shall be to review work plans, financial audits and performance audits and make recommendations to the Blueprint 2000 Intergovernmental Agency.

SECTION 6. ACCOUNTING SYSTEM.

The Blueprint 2000 Intergovernmental Agency may designate either the City or the County as the entity for maintaining the accounting system for the Agency. The City and the County will each be provided the same level of access to all information pertaining to the Agency.

SECTION 7. PROJECT RESTRICTIONS.

Permissible Dedicated Sales Surtax projects are restricted to the following categories:

A. Stormwater and Water Quality

B. Transportation Improvements

C. Greenways and Parks and Recreation

SECTION 8. PROJECTS.

The proceeds of the Dedicated Sales Surtax which are dedicated to Blueprint 2000 Projects shall be used for the purpose of funding Blueprint 2000 Projects as approved by the County and City Commissions on July 10, 2000, as follows (a -i represent first priority, j -w represent second priority):

a. Map 2A: Widening of Capital Circle NW from I-10 to Blountstown Hwy; (includes six lanes from I-10 to Tennessee Street without service roads, four lanes from Tennessee Street to Blountstown Hwy., and two interchanges); Water resource protection through greenway linkages, floodplain acquisition, protection and restoration of Gum Swamp system.

b. Map 4: Widening of Capital Circle SE from Crawfordville Hwy. to St. Augustine Road; (Includes portion of Tram Road ROW for future transit; acquisition of environmentally sensitive areas and greenway connection between St. Marks Trail and Southwood; deletes proposed interchanges at Apalachee Parkway and Crawfordville Road).

c. Map 3: Franklin Boulevard improvements, roundabout at Franklin/Meridian/Gaines intersection; Reconstruction of Cascades Park with series of lakes for stormwater retrofit of urban area; Reconstruction of St. Augustine Branch as urban waterway with series of lakes for stormwater treatment; acquisition of land for phase II stormwater improvements along the

central drainage ditch, greenways throughout the system and trailhead development.

d. Water Quality Program - Funding for stormwater and water quality retrofit to be split 50/50 between City and County (includes $10 million for retrofit and drainage improvements in Frenchtown watershed and $5 million for various County retrofit projects in the urban area previously identified as high priority).

e. Map 7: Phase I-Eastern Leon County groundwater and floodplain protection.

f. Map 6: Lafayette Basin floodplain/greenway land acquisition for future stormwater improvements and greenway connection from Lafayette Heritage Trail to Miccosukee greenway.

g. Map 2B: Widening of Capital Circle SW from Blountstown Hwy. to Springhill Road; includes (Option 1-Realignment; includes ROW, construction, and stormwater for roadway improvements only, and land acquisition for future greenway).

h. Map 2C: Widening of Capital Circle SW from Springhill Road to Crawfordville Road; (includes ROW, construction, and stormwater for roadway improvements only and land acquisition for future greenway).

i. Map 5B: Land acquisition only for greenway linkages between Maclay Gardens, Timberlane Ravine, Goose Pond, and Tom Brown Park.

j. Map 3, Segment 4: Old St. Augustine Branch stormwater improvements (Gamble Street to confluence with Munson Slough).

k. Gaines Street Reconstruction and extension of Jackson Bluff Road ($17 million).

l. Map 6: Widening of Mahan Drive from Dempsey Mayo Road to I-10, and stormwater improvements for roadway and Lake Lafayette; trail head

development.

m. Map 2B/2C: Airport Gateway-Connector from Capital Circle SW to Lake Bradford Road.

n. Map 7: Phase II-Eastern Leon County groundwater and floodplain protection.

o. Map 1: Fred George and Ochlockonee River Basins stormwater improvements, groundwater protection, and greenway acquisition.

p. Map 5A: Meridian Road intersection improvements and greenway connections from Timberlane Ravine to Klapp-Phipps-Overstreet Park.

q. Water quality program funding-Phase II.

r. Map 5B: Lake Lafayette Basin stormwater improvements and floodplain protection.

s. Map 2C: Springhill Road ROW and construction; stormwater system and improvements from Springhill Road east to Indianhead Acres; greenways/trail development.

t. Map 2B: Black Swamp restoration, regional stormwater pond, and Cascades to Munson slough greenway trail development.

u. Map 4: Tram Road ROW and construction; interchange at Crawfordville Road.

v. Map 2B: Roadway improvements connecting Capital Circle SW and Springhill Road and interchange at Orange Avenue and Capital Circle SW.

w. Map 2A: Service Roads (Capital Circle NW).

SECTION 9. AMENDMENT, DELETION OR ADDITIONS TO PROJECTS.

The above listed projects can only be significantly amended, deleted, or added to if unforeseen conditions, as determined by the Board of Directors, require such changes and if the City Commission and the Board of County

Commissioners each approve such change by a supermajority vote (a majority plus one of the voting members of each body), after taking into consideration the recommendations of the Citizen Advisory Committee, the Blueprint 2000 Technical Coordinating Committee, and the Intergovernmental Management Committee. Such a vote will not be taken until the Blueprint 2000 Intergovernmental Agency holds at least two noticed public hearings with respect to such proposed change.

SECTION 10. ADDITIONAL COUNTY PROJECTS.

The 10% share of the proceeds dedicated to Leon County projects shall be used for the following purposes as approved by the County Commission on July 10, 2000, and ratified in County Resolution R00-30:

A. Transportation Projects

B. Stormwater and Water Quality

C. Parks and Recreation Facilities

D. Intersection Improvements, Bridges, Sidewalks, Bike Lanes, Bike Paths, Traffic Calming,

E. Greenway and Bike Trails, and

F. Other projects approved by the Board of County Commissioners.

SECTION 11. ADDITIONAL CITY PROJECTS.

The 10% share of the proceeds dedicated to City of Tallahassee projects shall be used for the following purposes as approved by the City Commission on July 10, 2000 and ratified in City Resolution 00-R-44:

A. Transportation Projects

B. Stormwater and Water Quality

C. Parks and Recreation Facilities

D. Gateway Enhancements

E. Greenway and Bike Trails, and

F. Other projects approved by the City Commission.

SECTION 12. REIMBURSEMENT.

The Blueprint 2000 Intergovernmental Agency may establish, from time to time, procedures for reimbursement for reasonable expenses incurred by the Blueprint 2000 Intergovernmental Agency.

PART VI

FINANCING

SECTION 1. SHARE OF SURTAX.

As further provided herein, the proceeds of the Extended Sales Surtax levied as provided by law and distributed by this Agreement to the County and the City or as specified herein throughout the term of this Agreement as follows:

Governmental Body	Share of Proceeds
Leon County	50%
City of Tallahassee	50%

As further provided herein, the County and the City hereby irrevocably agree that 80% of the total proceeds previously, defined herein as the "Dedicated Sales Surtax," shall be used for Blueprint 2000 Projects as approved by the County and City Commissions on July 10, 2000, and ratified in Part V hereof. The County and the City further hereby irrevocably agree that the Dedicated Sales Surtax shall be deposited directly into the account of the Blueprint 2000 Intergovernmental Agency by the Florida Department of Revenue ("DOR") and irrevocably direct DOR to make such deposits for the term of such tax. The Intergovernmental Management Committee shall administer the spending of those funds on the Blueprint 2000 Projects.

SECTION 2. APPROVAL AND ISSUANCE OF BONDS.

In order to finance Blueprint 2000 Projects and in full compliance with the provisions of this Agreement, the Intergovernmental Agency may proceed to issue the Bonds. The Bonds may be issued by a resolution of the Board of Directors of the Intergovernmental Agency. Such resolution shall be subject to such terms and conditions and provide for the disposition from time to time of the funds and accounts held under the Bond Resolution, as the Intergovernmental Agency, in its sole judgment and discretion, may provide. The terms and conditions of the Bonds shall be subject to the sole judgment and discretion of the Intergovernmental Agency.

Pursuant to provisions of the Interlocal Act, the Blueprint 2000 Intergovernmental Agency may issue bonds or other debt obligations (previously defined herein as the "Bonds") from time to time, in various series, to finance and refinance the Blueprint 2000 Projects. Such Bonds shall be issued upon such terms, containing such provisions, bearing interest at such lawful rates, including variable rates, and supported by such other documents to be issued as may hereafter be established by the Blueprint 2000 Intergovernmental Agency.

The proceeds of the Bonds shall be deposited and used for such purposes and under such conditions as set forth herein and in resolutions subsequently adopted by the Board of Directors.

The Bonds shall be secured by a first priority lien and pledge of the Dedicated Sales Surtax, with such coverages as to payment of Debt Service Payments and other charges as shall be provided in the Bond Resolution. Thereafter, such part of the Dedicated Sales Surtax as shall be legally available therefor may be used to pay costs of planning of the Agency for the construction of the Blueprint 2000 Projects, including budgeted expenses of the administration and operation of the Intergovernmental Agency. In no event will Dedicated Sales Surtax proceeds be utilized to pay or reimburse

maintenance or other expense items for which such Dedicated Sales Surtax proceeds may not be lawfully expended.

The City and the County hereby find and determine that unless and until additional operational, maintenance or other responsibilities are conferred upon the Intergovernmental Agency, the sole function and purpose of the Agency shall be to carry out the planning, financing and construction of the Blueprint 2000 Projects and therefore all costs of administration and operation of the Intergovernmental Agency are costs of planning, financing and constructing infrastructure within the meaning and contemplation of Section 212.055(2)(d), Florida Statutes.

SECTION 3. NO MORTGAGE OF BLUEPRINT 2000 PROJECTS.

Neither the City, the County nor the Intergovernmental Agency will mortgage, pledge or otherwise encumber the Blueprint 2000 Projects or the Project Sites during the term of this Agreement.

SECTION 4. SURPLUS FUNDS.

Any surplus funds, accounts or revenues arising from the operations of the Blueprint 2000 Projects or otherwise held under this Agreement, or the Bond Resolution, as applicable, after making provision for all other obligations with respect to this Agreement, including the Bonds and the Blueprint 2000 Projects shall, at the option of the Intergovernmental Agency, be used either for additional improvements to such projects, retirement of Bonds, or for use for any lawful purposes of the Intergovernmental Agency.

PART VII

COVENANTS; PLEDGES AND REMEDIES

SECTION 1. COVENANTS OF THE CITY AND THE COUNTY.

From the date hereof and until the principal of, premium, if any, and interest on the Bonds are paid or defeased as provided in the Bond Resolution,

the City and the County covenant and agree with each other and with the Intergovernmental Agency and the Bondholders as follows:

A. Pledge of the City's Share of the Dedicated Sales Surtax. To secure the obligations of the Intergovernmental Agency under the Bond Resolution for the benefit of the Bondholders, the City hereby pledges, and grants to the Bondholders an irrevocable lien upon, the City's Share of the Dedicated Sales Surtax for payment in the manner herein provided, effective without further act of the City or any filing except as required in Section 6 of Part IX hereof.

B. Pledge of the County's Share of the Dedicated Sales Surtax. To secure the obligations of the Intergovernmental Agency under the Bond Resolution for the benefit of the Bondholders, the County hereby pledges, and grants to the Bondholders an irrevocable lien upon, the County's Share of the Dedicated Sales Surtax for payment in the manner herein provided, effective without further act of the County or any filing except as required in Section 6 of Part IX hereof.

C. Obligations of the City and the County. The obligations of the City for the payment of the City's Share and the County for the payment of the County's Share shall be in the manner and as provided in this Agreement, however, no such payments shall be required to be made by the City or the County except, respectively, from the City's Share and the County's Share, but any failure to pay by a party shall not reduce the liability of such party for the full amounts of its obligations hereunder, or the obligations of the other party to make such party's payment. The City and the County will pay, or cause payments to be made, in the manner and at the times provided in this Agreement.

D. Application of the City's Share and the County's Share. Commencing with the first deposits of the Extended Sales Surtax on or following December 31, 2004, and continuing to and including December 31, 2019, the Dedicated Sales Surtax shall be deposited directly by the Department

of Revenue of the State of Florida to the account of the Intergovernmental Agency, for application as provided herein and in the Bond Resolution, and the City and the County each agree that such funds shall be payable directly to the account of the Intergovernmental Agency. The City and the County each agree to provide written direction to DOR and take all actions necessary to cause the Dedicated Sales Surtax proceeds to be deposited directly into the designated account of the Intergovernmental Agency.

E. Budget and Appropriation by the County. The County shall include in its annual budget and appropriate, but only from the County's Share, the payments required to be made hereunder. In no event shall the County be required to make any payments required hereunder except from the County's Share.

F. Budget and Appropriation by the City. The City shall include in its annual budget and appropriate, but only from the City's Share, the payments required to be made hereunder. In no event shall the City be required to make any payments required hereunder except from the City's Share.

G. Annual Budgets. The City and the County shall each prepare, approve and adopt each year, in the manner provided by law, a detailed annual budget pursuant to which they shall each allocate, appropriate and provide for payment of their respective shares of the Dedicated Sales Surtax to or for the account of the Agency the ensuing Fiscal Year in the amounts and at the times provided herein. The covenant and agreement on the part of each of the City and the County to budget and appropriate such amounts shall be cumulative and shall continue each Fiscal Year until all required payments have been budgeted, appropriated and actually paid by the City, and by the County, as provided in this Agreement. Copies of the City's and the County's annual budgets shall be available for inspection at the respective offices of the City and the County and shall be provided to any Bondholder, letter of credit provider or credit facility provider ("Credit Facility Provider") and to the rating agencies who

shall provide ratings with respect to the Bonds ("Rating Agencies"), requesting the same who shall pay the costs of reproduction and postage.

The City and the County shall each revise their respective annual budgets from time to time as necessary, to make provision for the payment of the amounts provided hereby.

H. Books and Records. The County shall keep separately identifiable financial accounts and data concerning the collection or deposit of the County's Share and the City shall keep separately identifiable financial accounts and data concerning the collection or deposit of the City's Share and any Bondholder, Credit Facility Provider and Rating Agencies shall have the right at all reasonable times to inspect the same, to the extent provided in the Bond Resolution.

I. Reports and Annual Audits. The City and the County shall, as soon as practicable after the end of each Fiscal Year, cause the books, records, accounts and data relating, respectively, to the City's Share and the County's Share for such Fiscal Year to be properly audited by an independent certified public accountant of recognized standing. A copy of the respective audits shall be available for inspection at the offices of the City and the County without cost and shall be promptly furnished to the original purchaser of the Bonds and provided to any Bondholder, Credit Facility Provider and Rating Agencies requesting the same who shall pay the cost of reproduction and postage, to the extent provided in the Bond Resolution.

J. No Lien on or Pledge of Ad Valorem Revenues. The pledge by the City of the City's Share and the County of the County's Share, of the Dedicated Sales Surtax, shall not constitute or create a lien, either legal or equitable, on any of the City's or the County's respective ad valorem revenues or funds. No holder of the Bonds shall ever have the right to compel any exercise of the ad valorem taxing power of the City or the County to make the payments herein provided against any property of the City or the County, except for the

Dedicated Sales Surtax expressly pledged by this Agreement, nor shall this Agreement or the Bonds constitute a charge, lien or encumbrance, either legal or equitable, upon any property or funds of the City or the County, except as expressly herein provided. Neither the City nor the County shall ever be required to levy ad valorem taxes on any property within its boundaries to pay either of their share of debt service payments or any other payments herein provided.

K. Trust Funds. Any funds held hereunder or from which payments are to be made pursuant hereto, whether in the accounts of the City, the County, the Intergovernmental Agency or the DOR, in the amounts and at the times herein provided, shall constitute trust funds to secure the payments required to be made to the Bondholders hereunder, and until such transfer and deposit, the public official holding such funds shall act as trustee of such moneys, for the purposes hereof and such moneys shall be kept separate and distinct from all other funds of the City and the County and shall be used only as provided herein.

L. Enforcement of Collections. The City and the County are each currently receiving the Existing Sales Surtax, having taken all actions required by law, respectively, to entitle each of them to receive the same. The City and the County will, each, (i) take all actions required by law to entitle each of them to receive their respective share of the Extended Sales Surtax and (ii) diligently enforce their respective rights to receive the Extended Sales Surtax and will not take any action which will impair or adversely affect their rights to receive such funds (or their direction to the DOR for such funds to be paid directly to the Intergovernmental Agency) or impair or adversely affect in any manner the pledges of such funds made herein. The City and the County, shall each be unconditionally and irrevocably obligated to take all lawful action necessary or required to continue the entitlement of each to receive their share of the Extended Sales Surtax as now provided by law or as may later be authorized,

and to make, or cause to be made, the transfers of the Dedicated Sales Surtax required by this Agreement, so long as any of the Bonds are outstanding or unpaid, and until this Agreement shall be terminated or shall expire.

M. Limitation of City or County Funds. In no event shall the City or the County be required, in discharging its covenants and obligations under this Agreement, to pledge or appropriate any funds or revenues of the City or the County, except from their respective share of the Dedicated Sales Surtax.

N. Issuance of Other Obligations. Neither the City nor the County will issue other obligations, including any obligations that may be issued on parity with their respective obligations hereunder, from the Dedicated Sales Surtax, or any portion thereof, or voluntarily create or cause to be created any additional debt, lien, pledge, assignment, encumbrance or other charge having priority to, being on a parity with or junior to their respective obligations hereunder, upon the Dedicated Sales Surtax.

SECTION 2. INFORMATION TO BE MADE AVAILABLE.

A. The City and the County shall each, upon request, furnish to the Intergovernmental Agency all such information, certificates, certified copies of official proceedings, engineering reports, feasibility reports, information relating to its agreements, financial statements, opinions of counsel (including the opinion required by subsection (B) hereof), official statements and other documents as the Intergovernmental Agency shall be reasonably requested to deliver pursuant to the Bond Resolution.

B. The City and the County shall each at the time requested by the Intergovernmental Agency, cause an opinion or opinions (i) to be delivered by one or more attorneys or firms of attorneys satisfactory to the Intergovernmental Agency with respect to the authorization, execution and validity of this Agreement as it relates to the Bonds or other obligations outstanding secured by a pledge of sales tax revenues available to the Intergovernmental Agency, the legality under the terms and conditions of this

Agreement as it relates to the holders of such Bonds of the performance by each of the Member's Agreement, and (ii) in such other form as may be required under the Bond Resolution or Bond Purchase Agreement executed in connection with the sale and delivery of the Bonds.

C. The City and the County shall each provide to the Intergovernmental Agency, or its designees, on a timely basis and in such form as shall be reasonably requested by either, any and all documents, releases, financial statements and other information necessary to enable the Intergovernmental Agency to comply with any disclosure or other reporting requirement, including but not limited to Rule 15c2-12 of the Securities and Exchange Commission promulgated under the Securities Exchange Act of 1934 (the "Rule"), now or hereafter imposed by the United States of America, the State of Florida, or any political subdivision or agency of either having jurisdiction over the issuance of any debt obligations, by law, judicial decision, regulation, rule or policy. Such information shall also be provided by each Member from time to time promptly following the occurrence of a "material event" as described in the Rule, and as otherwise may be requested by the Intergovernmental Agency, or its designees, but in any case, no less frequently than shall enable the Intergovernmental Agency or the underwriters or broker/dealers of the obligations of the Intergovernmental Agency to comply with any such law, judicial decision, regulation, rule or policy.

In addition to the foregoing, each Member will provide to the Intergovernmental Agency, or its designee, annually, promptly upon its preparation, but no later than one hundred twenty (120) days after the end of its Fiscal Year, a copy of its annual audit and such other financial and other records as may be required by the issuer of any credit facility or bond insurance policy or other security instrument securing all or any part of the Intergovernmental Agency's bonds or other indebtedness (collectively, a "Bond Insurer").

Each Member further agrees to enter into a continuing disclosure agreement or other undertaking, from time to time, as may be reasonably required by the original purchasers of the Bonds in order to comply with the Rule.

SECTION 3. REMEDIES.

The Bondholders and any trustee for the Bondholders may sue to protect and enforce any and all rights, granted or available to the Bondholders under all Parts of this Agreement, except for Part V, or existing under the laws of the State of Florida or the United States of America, including the rights to the appointment of a receiver, and may take all steps to enforce and collect such funds and other charges as shall become delinquent to the full extent and in the manner permitted or authorized by the Bond Resolution and the laws of the State of Florida and the United States of America.

SECTION 4. AUTHORIZED DEPOSITORIES.

All deposits of funds required under this Agreement shall be deposited and maintained in one or more banks, trust companies, national banking associations, savings and loan associations, savings banks or other banking associations which are under Florida law qualified to be a depository of public funds, as may be determined by the entity maintaining possession and control of such funds and accounts.

SECTION 5. CONTRACT WITH INTERGOVERNMENTAL AGENCY; ASSIGNMENT.

The City and the County acknowledge that the Bondholders will rely on the pledges, covenants and obligations created pursuant to all Parts of this Agreement, except for Part V, for the benefit of the Bondholders, and such Parts of this Agreement shall be deemed to be and constitute a contract between the City, the County, the Intergovernmental Agency and the Bondholders upon the issuance of Bonds, on the date of execution hereof by all parties, and the filing of this

Agreement in accordance with Section 5 of Part IX hereof. The County and the City hereby authorize the Intergovernmental Agency to pledge and assign each of their respective obligations under this Agreement for the benefit of the Bondholders in the manner as shall be provided by this Agreement and the Bond Resolution, or other resolutions of the Intergovernmental Agency.

PART VIII

MODIFICATION OR AMENDMENT

SECTION 1. MODIFICATION OR AMENDMENT.

A. Neither the passage of bond resolutions or other resolutions for the issuance of debt, nor any amendments or supplements thereto shall be adopted or later amended to have the effect of enlarging the obligations of the City or the County hereunder or otherwise adversely affecting the rights or interests of the City or the County, without the written consent thereto of the party adversely affected thereby.

B. Part V of this Agreement may be amended with the written consent of the County and the City.

C. Except as provided in subsection B above, no modification or amendment of any other Part of this Agreement or any agreement amendatory hereof or supplemental hereto materially adverse to the rights or interests of the Bondholders may be made without the consent in writing of the holders of at least two-thirds (2/3) or more in principal amount of the Bonds then outstanding, or as may otherwise be provided in any Bond Resolution, but no modification shall permit a change that would (a) affect the unconditional promise of the City to collect, or cause the collection of, the City's Share or the County to collect, or cause the collection of, the County's Share, or, in each case, the pledge thereof as provided in Section 1A and Section 1B of Part VII, respectively, or (b) reduce such percentage of holders of the Bonds required above for such modifications or amendments, without the consent of all the Bondholders. Provided, however, that if any Bonds shall be insured, the Bond

Insurer may give the requisite consent otherwise required of the Bondholders for such Bonds that may be insured and consent of the Bond Insurer shall be required to the extent provided by the Bond Resolution.

PART IX

MISCELLANEOUS

SECTION 1. ACCUMULATED NET REVENUES.

After completion of all Blueprint 2000 Projects and after all expenses and obligations of the Intergovernmental Agency are paid or provided for, unless the City and the County mutually agree to entrust ongoing operational or other responsibilities to the Intergovernmental Agency, the Interlocal Agency shall conclude its activities and any surplus revenue over and above expenses of the Intergovernmental Agency and any reserve fund established by the Board of Directors and funded by the budget will be proportionately returned to the City and the County or other entity in accordance with the bylaws and policies adopted by the Board, or as provided by any bond resolution or trust indenture adopted by the Intergovernmental Agency for the issuance of bonds or other indebtedness.

SECTION 2. FISCAL CONTROL.

The Intergovernmental Agency shall maintain its financial records in accordance with generally accepted accounting principles. An annual budget shall be adopted by the Intergovernmental Agency. All financial activities shall be audited by a certified public accountant at the conclusion of each fiscal year. Members shall be furnished copies of the annual audit and all other financial records they may from time to time request.

SECTION 3. FILING WITH CLERK OF CIRCUIT COURT.

A copy of this Agreement and all subsequent amendments thereto shall be filed with the Clerk of the Circuit Court of Leon County and with such other agencies of the State of Florida as may be required by law.

SECTION 4. TERM.

This Agreement shall continue, and shall not expire prior to such time as the Bonds shall be fully paid or provisions shall be made for the payment of all of the Bonds as provided in the Bond Resolution and subsequent supplemental resolutions pertaining to the sale of the Bonds and all other obligations of the City, the County, and the Intergovernmental Agency shall be satisfied.

SECTION 5. FILING AND EFFECTIVE DATE.

This Agreement shall become effective upon the occurrence of all of (a) the execution of this Agreement by the proper officers of the City and the County as of the date set forth above and (b) upon filing with the Clerk of the Circuit Court of Leon County, Florida, as required by Section 163.01(11), Florida Statutes.

SECTION 6. NO IMPAIRMENT OF OBLIGATIONS OF CONTRACT.

The Intergovernmental Agency, the City and the County have incurred their respective obligations under this Agreement based upon the covenants of each of them for the benefit of the other. The Intergovernmental Agency has incurred its obligation under this Agreement based upon the covenants and pledges of the City and the County hereunder. Therefore, it is necessary in order to avoid impairment of the obligations of contract of the City, the County and the Intergovernmental Agency for the obligations hereunder to be and remain fully enforceable in the manner herein provided.

SECTION 7. NO GENERAL OBLIGATION.

Notwithstanding anything to the contrary herein or in such subsequent resolutions or ordinances, the Bonds shall not constitute "bonds" within the meaning of Article VII, Section 12 of the Constitution and the Statutes of Florida to be approved at an election of the qualified electors of the County and the City. The Bonds shall not constitute a general obligation of the County or the City, the State of Florida or any political subdivision thereof, or a lien upon

any property owned or situated within the territorial limits of the County or the City, the State of Florida or any political subdivision thereof. The holders of the Bonds shall not have the right to require or compel any exercise of the taxing power of the County or the City, the State of Florida or any political subdivision thereof to pay the principal or, premium, if any, and interest on the Bonds or to make any other payments provided for under any subsequent resolution or ordinance.

SECTION 8. NO DELEGATION.

Nothing contained herein shall be deemed to authorize the delegation of any of the constitutional or statutory duties of the County or the City or any officers thereof.

SECTION 9. VALIDITY.

If any paragraph, sentence, clause, phrase, or portion of this Amended and Restated Interlocal Agreement for any reason is held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 10. NO LIABILITY.

No member, agent, officer, official committee or committee member, or employee of the Blueprint 2000 Intergovernmental Agency shall be liable for any omission, except gross negligence, or for any act of omission or commission by any other member, agent, officer, official, committee or committee member, or employee of the Blueprint 2000 Intergovernmental Agency.

SECTION 11. SEVERABILITY.

If any one or more of the covenants, agreements or provisions of this Agreement should be held contrary to any express provision of law or contrary to any policy of expressed law, although not expressly prohibited, or against

public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement which shall remain fully enforceable.

SECTION 12. CONTROLLING LAW; MEMBERS OF THE CITY, THE INTERGOVERNMENTAL AGENCY AND THE COUNTY NOT LIABLE.

All covenants, stipulations, obligations and agreements of the City, the Intergovernmental Agency and the County contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City, the Intergovernmental Agency and the County, respectively, to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the governing body or agent or employee of the City, the Intergovernmental Agency or the County in its, his or their individual capacity, and neither the members of the governing body of the City, the Intergovernmental Agency or the County nor any official executing this Agreement shall be liable personally or shall be subject to any accountability by reason of the execution by the City or the Intergovernmental Agency or the County of this Agreement or any act pertaining hereto or undertaking to carry out the obligations imposed by this Agreement upon the Intergovernmental Agency.

IN WITNESS WHEREOF, Leon County, Florida, and the City of Tallahassee, Florida, have caused this Amended and Restated Interlocal Agreement to be executed by duly authorized officers thereof as of the 1st day of February, 2003.

BOARD OF COUNTY COMMISSIONERS, LEON COUNTY, FLORIDA

BY: _____
TONY GRIPPA, CHAIRMAN

ATTESTED:

_____
BOB INZER
CLERK OF COURT

APPROVED AS TO FORM:

_____
HERBERT W. A. THIELE, ESQ.
COUNTY ATTORNEY

CITY OF TALLAHASSEE, FLORIDA

BY: _____
SCOTT MADDOX, MAYOR

ATTESTED:

_____
GARY HERNDON
CITY TREASURER-CLERK

APPROVED AS TO FORM:

_____
JAMES R. ENGLISH
CITY ATTORNEY

A Certified Copy
Attest:
Bob Inzer
Clerk of Circuit Court
Leon County, Florida
By _____ D.C.

LAK1 #245359 v6

Attachment #4

Citizens Advisory Committee Bylaws, Policies, and Procedures

BLUEPRINT 2000

CITIZENS ADVISORY COMMITTEE
BYLAWS, POLICIES AND PROCEDURES

1.1 PREAMBLE

The Blueprint 2000 Citizens Advisory Committee (CAC) has been created in accordance with the provisions of the Interlocal Agreement, dated October 27, 2000, between the Tallahassee City Commission and Leon County Board of Commissioners, and the one cent sales tax extension referendum approved by the voters in the November 2000 General Election. The intent is to provide guidance for the operation of the CAC to insure the accomplishment of objectives identified in the Interlocal Agreement and as assigned by the Intergovernmental Agency, consistent with the language and intent of the referendum approved by the voters.

1.2 CAC PURPOSE AND FUNCTION

(1) The CAC shall fulfill its responsibilities to the citizens of Leon County in accordance with the referendum approved in the November 2000 General Election.

(2) The role of the CAC is to serve in an advisory capacity to the Blueprint 2000 Intergovernmental Agency.

(3) The CAC shall be responsible for the review of and revisions to work plans as proposed by the Blueprint 2000 Staff Director to implement the Blueprint 2000 projects adopted in the Interlocal Agreement of the Intergovernmental Agency..

(4) The CAC shall be responsible for the review of the annual financial and performance audits.

(5) To carry out its function as an advisory committee to the Blueprint 2000 Intergovernmental Agency, the CAC shall:

a. Transmit to the Blueprint 2000 Intergovernmental Agency and share with other committees all significant findings and comments on matters related to Blueprint 2000;

b. Conduct any other functions assigned to the CAC by the Intergovernmental Agency.

1.3 CAC MEMBERSHIP

(1) CAC membership is established in the Interlocal Agreement, with revisions by the Intergovernmental Agency on February 14, 2001. The CAC is comprised of twelve members, consisting of the following:

a. Four representatives nominated by the Economic and Environmental Consensus Committee
    1. One financial expert with bonding experience
    2. One planner
    3. One natural scientist/biologist
    4. One EECC member
b. Chair of the Economic Development Council
c. Chair of the Tallahassee-Leon County Planning Commission
d. Representative from the Council of Neighborhood Associations
e. Representative from the Big Bend Environmental Forum
f. Representative from the Capital City Chamber of Commerce
g. Representative from the civil rights community (nominees to be provided by TIMA, SCLC, and NAACP)
h. Representative from the elderly community (nominees to be provided by the Area Agency on Aging, the AARP, and the Senior Citizens Advisory Council
i. Representative from the disabled community (nominees to be provided by the Center for Independent Living, Better Transportation Coalition, and the Mayor's Disability Advisory Council)

(2) CAC memberships are attained through the appointment of members of the Blueprint 2000 Intergovernmental Agency. In order to be eligible for appointment by the Intergovernmental Agency, a person must be nominated by an organization represented on the CAC as referenced in 1.3 (1) above. CAC members, who fill the CAC positions, serve at the pleasure of the Intergovernmental Agency.

(3) CAC memberships are appointed for three-year terms. If a member wishes to no longer serve on the CAC, or is removed from the committee, the Intergovernmental Agency shall appoint a replacement from the organization or membership category from which the member was nominated.

(4) The initial terms for members appointed by the Intergovernmental Agency in September 2000 shall be staggered in one, two, and three year terms so that memberships will not expire concurrently.

(5) Memberships are subject to a two consecutive-term limitation. However, in the case of the initial appointments, all members shall be eligible to serve two full terms in addition to the partial terms of the initial appointments.

(6) Organizations represented on the CAC, except for those that are position specific (1.3 b. and c. above), are required to submit a minimum of two, and maximum of three,

nominees to the Intergovernmental Agency to fill vacancies. Membership categories for which specific organizations/agencies are identified for the purpose of nominating a potential member for consideration (1.3 g., h., and i. above) are required to submit one nomination each.

1.4 **VACANCIES**

A member's position shall become vacant when:

a. A member is absent from 33% of the regularly scheduled meetings in a given calendar year, regardless if such absence is excused or unexcused. All absences will be duly recorded in the meeting minutes. Absences from emergency or special called meetings will not be recorded against a member in calculating the percent of absences. However, attendance at emergency or special called meetings may be used to offset absences from regularly scheduled meetings. Special exceptions on the removal of members for absences may be made by the Chairperson of the Committee when the absences are due to health or time-limited extenuating circumstances and the absences do not affect the ability of the Committee to maintain quorum; or

b. when a member no longer meets eligibility requirements; or

c. when a member's term expires; or

d. when a member resigns.

1.5 VOTING

(1) Each member of the CAC shall have one vote.

(2) Proxy votes and absentee ballots shall not be permitted

1.6 CAC OFFICERS, ELECTIONS, AND DUTIES

(1) The CAC shall select a Chairperson and Vice Chairperson. The officers shall be voting members elected by the CAC membership.

(2) The CAC Chairperson shall preside at all meetings. In the event of his/her absence or at his/her direction, the Vice Chairperson shall assume the powers of the Chairperson. In the event that neither the Chairperson nor Vice Chairperson can preside at the meeting, the committee members present shall elect one of its members to serve as temporary Chairperson for the meeting.

(3) Election of officers shall be part of the regular monthly meeting in November or in the event there is not a meeting in November, the election shall take place during the regular monthly meeting in October or December. Nominations for

officers shall be made at the meeting. Election shall be a majority vote of the CAC voting members present.

(4) Newly elected officers shall assume their duties at the first meeting of the next calendar year unless otherwise agreed to by voting members of the committee. They shall hold office for one year, or until their successors are elected, and they shall be eligible for reelection.

(5) In the event that either the Chairperson or Vice Chairperson office becomes vacant, a replacement shall be elected at the next scheduled CAC meeting for immediate assumption of duties and shall hold the position for the remainder of the calendar year.

(6) The Chair shall appoint Chairs of all committees, standing or special.

(7) It is the Chair's responsibility to ensure compliance with the bylaws. The Chair will notify members of removal from the committee for non-compliance. Specific questions regarding conflict of interest will be addressed by the attorney for the Intergovernmental Agency.

(8) The Chair shall immediately, upon receipt of a resignation or when advised of a vacancy, notify the Chair of the Intergovernmental Agency to begin the appointment process.

1.7 CAC MEETINGS AND AGENDAS

(1) Regular meetings shall be held at dates, times, and places as approved by the CAC; every effort will be made to provide an advance calendar for meetings to be held during the upcoming year at the last meeting of the calendar year. Regular meeting dates and times may be changed to accommodate holidays or for other valid reasons.

(2) A schedule of meeting dates shall be provided to the City Communications Department and County Public Information Office.

(3) Every effort will be made to forward the agenda and supporting information for each CAC meeting to each CAC member seven (7) days prior to a regular CAC meeting.

(4) Blueprint 2000 staff shall prepare an official agenda for every CAC meeting.

(5) The Intergovernmental Agency, Blueprint 2000 staff, or CAC member may place additional items on the CAC agenda, with the approval of the majority of the voting members present.

1.8 OFFICIAL ACTIONS

(1) All official actions of the CAC shall be by motion and open vote.

(2) All official and formal positions of the CAC, regardless of whether adopted or rejected, shall be recorded in the minutes. Verbatim minutes are not required but minutes shall include an accurate summary of discussions and actions taken.

1.9 CONDUCT OF MEETING

(1) All CAC meetings shall be conducted under the requirements of the Florida "Government in the Sunshine" law and be open to the public and press.

(2) The public will not have the right to speak, enter into discussion or actively participate in any way except with the permission of the majority of the members present.

(3) In the absence of rules covered in this document, Roberts Rules of Order shall be followed at all CAC meetings.

(4) A quorum for CAC meetings shall consist of a minimum of seven voting members.

(5) Any CAC member who has a conflict of interest on any particular matter shall declare the conflict of interest before discussion and a vote is taken and shall be excused from voting on that issue.

1.10 ADMINISTRATION

(1) A special meeting may be called by the CAC Chairperson, Intergovernmental Agency, or Blueprint 2000 Staff Director. Each member of the CAC shall receive a notification of such special meeting stating the date, hour and place of the meeting and the purpose for which the meeting is called.

(2) An emergency meeting may be called by the CAC Chairperson, Intergovernmental Agency, or Blueprint 2000 Staff Director when an emergency exists which requires immediate action by the CAC. When such a meeting is called, each member shall be notified, stating the date, hour and place of the meeting and the purpose for which it is called, and no other business shall be transacted at that meeting. At least a twenty-four (24) hour advance notice of such emergency meeting shall be given before the time the meeting is held.

(3) If after reasonable diligence, it becomes impossible to give notice to each CAC member, such failure shall not affect the legality of the emergency meeting, if a quorum is present.

(4) The Blueprint 2000 staff shall serve as the staff of the CAC.

(5) The Blueprint 2000 staff is responsible for the minutes of all CAC meetings and all notices and agendas for the meetings.

(6) The Blueprint 2000 staff shall transmit CAC recommendations to the Intergovernmental Agency.

1.11 AMENDMENT

(1) These bylaws may be amended by a two-thirds vote of those eligible voting members present at a regularly scheduled CAC meeting.

(2) Amendments to the bylaws shall become effective immediately after the approval of the Intergovernmental Agency.

1.12 EFFECTIVE DATE

(1) These bylaws shall become effective immediately upon the approval of the Intergovernmental Agency.

Attachment #5

Citizens Advisory Committee Membership

Citizens Advisory Committee Membership

The Citizens Advisory Committee (CAC) is comprised of twelve members recommended by the Intergovernmental Management Committee and approved by the Intergovernmental Agency (City and County Commissions). The purpose of the CAC is to review work plans, financial and performance audits, and to make recommendations to the BP2000 Agency.

The CAC is required to maintain membership with specific expertise such as science and biology, finance and bonding, and to provide input from citizens groups such as the civil rights community, the elderly community and the disabled community. According to the CAC by-laws, CAC members are appointed for three year terms and have a two term limit, a member's position will become vacant if they do not attend 2/3 of regularly scheduled meetings; members who have a conflict of interest shall declare the conflict before discussion and shall be excused from voting on the issue.

As with many appointed boards, the members of the CAC are volunteers who dedicate their personal time toward this committee. The members of CAC are not compensated and are fully committed to the mission and goals of Blueprint 2000.

Name	Entity	Year Appointed	Years of Service
Burt Davy	Planning Commission	2008	2 ½ years
Erin Ennis	Economic Development Council	2009	1 ½ years
Christic Henry	Council of Neighborhood Associations	2010	6 months
David Jones	Better Transportation Coalition/Ability 1st (Disabled Community Representative)	2010	9 months
Dale Landry	NAACP (Civil Rights Community Representative)	2009	1 ½ years
Kevin McGorty (1)	Economic and Environmental Consensus Committee Representative	2004	7 years
Tom O'Steen(2)	Economic and Environmental Consensus Committee Representative, Planner	2007	4 years
Kent Winner	Big Bend Environmental Forum	2011	
Windell Paige	Capital City Chamber of Commerce	2009	1 ½ years
Ron Pease	Tallahassee Senior Citizen Advisory Council	2009	1 ½ years
Lamar Taylor	Financial expert, nominated by the EECC	2007	3 ½ years
Richard Drew	Natural Scientist/Biologist, nominated by the EECC	2010	6 months
Vacant	Education Community	NA	NA

Notes:

1. Kevin McGorty has currently served on the CAC for seven years. His current term expires in November 2011. While, Mr. McGorty has volunteered his time to the CAC, the length of his service is in violation of the CAC bylaws which state that members will only serve for three year terms with a two term limit.

2. Tom O'Steen works for Moore Bass Consulting and also serves on the BP2000 Management Team. He is listed on the BP2000 organization chart as consultant for Planning Environmental Management under the direction of the Program Manager, Dave Snyder. This appears to be violation of the conflict of interest clause in the CAC's bylaws.

Attachment #6

CAC Minutes from September 2, 2004

ITEM # 3

Blueprint 2000 CAC Meeting Minutes

Thursday, September 2, 2004
Blueprint 2000 Office – Koger Center
1311 Executive Center Drive – Suite 109
4:30 pm

In the absence of Chairman Bill Smith, Vice-chair Mike Sheridan called the meeting to order at 4:30 pm.

Committee Members present:

Jerry Conger	Dianna Norwood**
Anita Davis	Charles Pattison
Terence Hinson	Mike Sheridan
Kevin McGorty	Jess Van Dyke
Casie Moran	**Was not able to vote – not yet confirmed

Guests/Presenters/Staff:

Angel Baratta	Mark Llewellyn
Dave Bright	Phil Maher
Maribel Choice	Nancy Miller
Jim Davis	Jerry Oshesky
Paco de la Fuente	Bryant Paulk
Jack Diestelhorst	Bonnie Pfuntner
Bruce French	Steve Urse
Shelonda Gay	Ray Youmans
Paul Lannom	
Bill Little	

Agenda Modifications

Mr. Mike Sheridan led the meeting since chairman Bill Smith was not in attendance. Mr. Sheridan asked if there were any agenda modifications and Dave Bright stated that there was a revised agenda sheet and the changes were that Ray Youmans name was spelled correctly and Shelonda Gay's name was replaced by Dave Bright's for Item #6. Also in the packet was a revised Agenda Item #3 for the Capital Circle Southeast design/build, and a revised Agenda Item #8 for the Blueprint Master Plan and Capital Budget. Mr. Bright stated that there was a slight difference in the capital budget due to some actions taken by the TCC and there was a slight difference in Item #3 because when they mailed the item out to the CAC the project bids had not been received, and the technical scores could not be released. The item was now complete and would be going out to the IA. Discussion was held as to who got packets in the mail or electronically.

Informational Items

Item #1: Leveraging Update

Phil Maher stated that since the last meeting, a leveraging plan and strategy had been developed and was going to presented to the IMC on September 9th and to the IA on September 20th. The policy was to pursue all reasonable known funding possibilities. Several strategies were included and key points presented. They would continue to pursue partnerships, a resource binder was being compiled that includes a calendar of submittals for grants. Blueprint was also looking at an on-line grant service and certain grants, like FCT grants would always be submitted for each cycle.

Mr. Maher mentioned that three FCT grants were applied for, Timberlane Ravine, Patty Sink, and Copeland Sink and were likely going to be approved. A question was asked about matching dollars and Mr. Maher stated that the two applications Blueprint directly submitted were 50% match and the one submitted through the city was a 60% match. Mr. Davis discussed the high scores received on the applications and that this would be around $4M of land acquisition total. Mr. Maher also stated that a grant application was submitted to DEP's Office of Greenways and Trails, for two parcels, about 62 acres on Meridian Road from Miller Landing Road to Thompson Circle. It would be for about $300,000 and there was no match required.

In addition, Blueprint 2000 is preparing to submit an application to the NWFWMD for construction of the Gibby Pond, a stormwater retrofit project located on CCNW south of Tennessee Street. Mr. Maher stated that Blueprint had received word that the application period for the SIB loans was opening up, and last time they were open we received money for CCNW. They are applying for a SIB loan for CCSE this cycle. Mr. Davis stated that there were two other avenues of funding being pursued and those had to deal with SIS. There were two Strategic Intermodal Systems segments in Tallahassee. FDOT had indicated that 75% of FDOT allocations would to SIS, Capital Circle NW and SW is included. An emphasis would begin to get construction dollars for CCNW funded as part of the SIS process. They were working with the MPO in an attempt to receive project funding: $29M (I-10 to US 90) and $43M (US 90 to SR 20).

A question was asked about the location of Gibby Pond and Dave Bright explained the project and location. It is part of the widening of CCNW from I-10 south to US 90 and would be near the intersection of Capital Circle and Tennessee St. The question was asked if anything being done with the widening of I-10 near Lake Jackson would have any impact on Blueprint projects. Mr. Bright explained that the I-10 project was not a Blueprint project.

Jess Van Dyke asked Mr. Maher if there was an effort to coordinate the grant applications for the different types and Mr. Maher stated that there was a meeting scheduled for later in the month to discuss with the City and County coordination efforts. Mr. Hinson asked about 3rd party research firms and Mr. Maher mentioned electronic search methods and programs. Mr. Davis stated that the program would cost $6500. The county will partner

for $1500, Blueprint would put in $1500, and they were trying to get the City of Tallahassee to participate as well.

Item #2 Leveraging Policy and Plan

Mr. Sheridan went over the item stating that there was supplemental attached information and there were 2 options provided:

Option 1: Approve the attached Leveraging Policy and Plan.

Option 2: Provide comments on the attached Leveraging Policy and Plan

The recommended staff action was:

Option 1: Approve the Leveraging Policy and Plan as attached.

Mr. Van Dyke mentioned a correction in spelling (Section 102.05, two locations).

Mr. Conger moved to approve Option 1 and Anita Davis seconded the motion. Charles Pattison asked for clarification about land acquisition conflicts between the City of Tallahassee and the County and Blueprint 2000. Mr. Maher said that it could occur where multiple parties were going for the same piece of land, but hopefully the coordinating efforts would help that and we contact both of them about purchases we are interested in making. Discussion occurred about previous lack of coordination between the Planning Department and the City Stormwater Division and that will hopefully be avoided in the future. Mr. Hinson commented that by being in Tallahassee and the Governor being the President's brother it would seem that we should be getting more federal dollars. Ms. Davis stated that it was all about lobbying. The question was asked how Blueprint goes about lobbying and Mr. Davis discussed the issue.

Michael Sheridan stated that in December or January he thought the CAC should have a meeting that was not an agenda meeting and they should invite all the IA board members and other related parties, including the appropriate City and County officials. They could have a session on how they should go about lobbying and what the political landscape looks like and how they should contact people. He believed that a more formal systematic approach should be done if the rest of the board approved and he would like to do it around Mrs. Davis's schedule due to her past Commission experience. Mr. Pattison stated that he was not quite sure what they were being asked to do. Mr. Sheridan said that it would be a brainstorming session to determine who had influences, who could be contacted, etc. Ms. Moran said that she thought that for a meeting like that they should invite the community to attend. Mr. Sheridan said that he did not think they should have any limitations on who would come. Ms. Davis said that it should be put on the agenda and then let staff bring back data. It was mentioned that it should be held after the November elections and before session starts. Mr. Sheridan reemphasized that it should not be part of a regular agenda. The comment was made by another CAC member that it would be like a workshop.

The motion on the Leveraging Policy and Plan was voted on and passed unanimously.

Item #3 Capital Circle Southeast-Design/Build Award

Mr. Dave Bright stated that this item did have revised agenda materials. He stated that this item was written for the IA approval and no CAC vote was needed. The item was revised because on August 31, 2004, the actual bids were received from the three firms that were short listed in May. The bids came in with a high bid of $40 M, however the winning bid was $30.5 M. Mr. Bright stated that to calculate the adjusted score for the design/build, the bid cost was divided by the technical score. The winning team of M, Inc. and C.W. Roberts Joint Venture, with PBS&J and Parsons Brinckerhoff as the key subs, was determined by their technical score (second highest) divided into their bid cost (the low bid). This would be to build the next three miles of Capital Circle from just south of Apalachee Parkway to just south of Tram Rd. One of the other firms provided a virtual video of the future Capital Circle Southeast and it was shown to the CAC.

Ms. Moran asked about the local firm connection. Mr. Bright stated that they were all local team. A question was asked if Blueprint had estimates on the cost that would be going to local firms. Mr. Bright said the bid was $30.5 M and they may need to ship some things in but most items would be bought local. Local is defined as a four county area. A question was asked if they could provide a report of approximately what percentage of the $30M would be spent locally. It could be e-mailed to the CAC members and included in the Blueprint presentation to the IA since there was political sensitivity on the issue. Jerry Oshesky said there was nothing that said specifically what would be local, but they could make an educated guess. Mr. Sheridan said that estimating would be ok. Mr. Davis said that almost 90% would be local and there would be almost all local labor. The main purchases that would not be local would be specialty items like the light posts, signal lights, etc. Mr. Sheridan asked if that could be conveyed in an estimate in a report in writing.

Item #4 Blueprint 2000 Web Site

Bonnie Pfuntner said they would be adding some project specific pages within the next months. Dianna Norwood said that as a new member she found the web site very easy to navigate. Ms. Pfuntner said that the mapping feature was still under construction and was being worked on by the City-County GIS department.

Consent Items

Item #5: Approval of June 1, 2004 Citizen's Advisory Committee Minutes

Mike Sheridan asked if there were any corrections or additions to the June 1 minutes. Terence Hinson moved that they be approved and Kevin McGorty seconded the motion. There was no discussion and they passed unanimously.

Item #6: 2005 Meeting Dates

Mr. Bright stated that this was early to be developing the dates but September 20th would be the last IA meeting for the year and they wanted to get the 2005 dates to them early for scheduling purposes. They attempted to avoid any known commission meetings but they had not been able to coordinate with the MPO since they are reorganizing. Mr. Bright stated it would go to the IMC on September 9th and then on to the IA. There was discussion about moving the March meeting on the 17th to the 16th the Wednesday before. It was not decided if the date would change or not.

Presentations/Discussion/Action

VI. PUBLIC HEARING: PROPOSED FY 2005 CAPITAL BUDGET

5:30 pm: A brief pause was taken at this point to see if there were any speaker cards or anyone present wishing to speak on the FY 2005 Capital Budget. No one came forward but it was noted that if anyone did come in and wanted to speak, they would be allowed to speak.

Item #7: Capital Cascade Trail: Alternative Concepts (Blueprint 2000 Map 3)

Dave Bright provided background on the item and stated that Blueprint 2000 and its consultant, Genesis Group, would present to the CAC and discuss the draft alternative concepts currently under development for the Capital Cascade Trail, including the concepts for Franklin Blvd., stormwater treatment ponds, trail locations, and other amenities. This information would also be presented to the IA in October and at an upcoming Public Meeting. Two public meetings have been held, the last one in June and there were comments received from the public on what they would like to see along the trail. BP2K is currently in the process of developing three concept alternatives for the four segments of the St. Augustine Branch / Capital Cascade Trail. Mr. Bright stated that they were very close to completing calibration of the existing conditions stormwater model and it would be used to test how the stormwater conveyance and ponds system for the alternatives would handle the stormwater. Mark Llewellyn from Genesis Group provided a brief summary of the alternatives, what each one included in the way of ponds, trails, plazas, green spaces, etc., and presented design options for the project, which he stated was on schedule. A question was asked during the presentation about the properties near Cascade Park which may be sold by the State; one was identified as the Firestone Building. A question was asked about a pedestrian tunnel going under the railroad tracks on Lafayette Street. Dave Bright state that was a DOT project. Mr. Conger inquired about the group in favor of recreating Centennial Field. Mr. Llewellyn did mention that there had been feedback and it was being taken into consideration.

A question was asked about the original Blueprint plan not envisioning a baseball field. Mr. Davis said that the plan did not mention the actual structures in the park so that detail is not there to determine what would go in and what would not. Mr. Sheridan asked

about a performing arts center going in, and if that conflicted with the Blueprint mission. His understanding was that there was a process that would have to be done to adopt a change to the plan. Mr. McGorty said, that as an author of the Blueprint plan, he agreed that the plan did not specify all the public amenities that would be in the Cascade though there were some visions. His question to Mark Llewellyn was that short of a referendum how/who would decide what the public wants in the park. There have been public hearings but how will conclusions be reached and what was the role of the CAC. Mr. Davis said that they were going through the public process phase, three alternatives would be developed and tested, and then an alternative would be developed by the Blueprint and Consultant staff using information from the technical stormwater evaluation, recommendations from the public meetings, the CAC and TCC, and input from the IA. A draft plan recommendation would be prepared and then be presented to the public, and the Blueprint committees. The plan is scheduled to go to the IA on January 20th for the concept approval and they have the ultimate decision. Mr. McGorty stated that this was the first time that he had heard that there would not be a pond "like Lake Ella" and what has been visualized is that there would be standing water in at least one of the ponds. The preliminary analysis shows that with the low base water flow, there will not be enough water flow to lead to a lake amenity, which could have a dramatic difference on the level of public use of the features.

Mr. Llewellyn said they were dealing with issues such as low base flow and being able to keep the water quality in good condition. Secondly was ground water depth. Mr. Davis said that there were engineering issues that were being looked at, nothing had been decided, and they were intending to have a water feature. Mr. Sheridan made comments in regards to the performing arts center and Civic Center. Further discussion continued on the other segments of the Capital Cascade project. Mr. McGorty asked that in the future staff allocate sufficient time for the discussion on Capital Cascade so that no one feels rushed, the CAC, or the consultants. It was the signature project and they should not be rushed. Mr. Bright said that based on the work that has to be done they were hoping to hold the Oct. 7th meeting but it may be delayed a month so that when they do present it they have a good definition of the alternatives, benefits, and the evaluation of their effectiveness well determined. Discussion was had on the Oct. 7th Cascade meeting and the CAC meeting, possibly overlap the two and have the CAC meeting just be attending the Cascade meeting. Mr. McGorty stressed the importance of involving the public. Mr. Sheridan asked that Blueprint send out an e-mail so that they could coordinate dates and times. Ms Moran said that if an e-mail was sent out about the Cascade meeting, her organization could forward it on to their partners.

Item #8: Blueprint 2000 Master Plan and Capital Budget

Mr. Maher gave background on the Master Plan and the assumptions made about the growth, costs and projects. Mr. Sheridan interrupted to note that an agenda modification was substituted for what was in the packet on this item. Mr. Maher said that the master plan would be a dynamic document updated every year, based on funding/grants received and tax revenue and cost estimates. They were required to bring a balanced plan back to the IA and the financial advisors before they could do additional bond sales. The only

revenue included in this master plan were currently known sources, the sales tax, and the one SIB loan. He then went over highlights of the plan and budget. Mr. Davis summarized that there were $700M worth of projects and $520M to spend and that money is programmed out over 15 years. The Master Plan shows a worst-case scenario with no extra money. Out past the year 2010 it is basically a guess as to how the money would be spent. Mr. Maher went into more detail over the schedule.

Mr. McGorty asked about the estimate increase for the Capital Cascade Trail, from $70M to $150M. Mr. Davis discussed inflation and other associated cost and he stated that Segments 1,2, and 3 are all currently funded and they are trying to avoid cheapening the product. They discussed that some of the elements of the project were funded and other elements that were not funded by Blueprint and possibly would be needed to be funded by others.

Mr. Maher briefly went over the differences of what was previously submitted to the Committee and the modification. He stated that one of the modifications was that when the bids came in for Capital Circle SE they were lower than what had been budgeted so they were able to move $3M from CCSE to land bank which gives the flexibility to acquire ROW for roads, stormwater, and greenways early. The other change was that they had land bank separate from flood plain and they were combined.

Three options were presented:

Option 1: Provide Board Guidance and appropriate FY 2005 capital budget

Option 2: Approve the proposed Master Plan submitted as modified with a five-year capital budget and appropriate FY 2005 of the Capital Budget.

Option 3: Convene a subcommittee to review and advise.

Recommended action to the IA was to provide board guidance (Option 1). Kevin McGorty moved Option 2, and he strongly endorsed the direction staff is moving. It was seconded by Jess Van Dyke. Mr. Sheridan stated that he strongly endorsed the motion. Ms. Moran stated that she would like to see more project description, example how many miles for the dollars spent, when it went to the IA. The motion passed unanimously.

Item #9: Blueprint 2000 Real Estate Policy

A modified agenda item and Policy was submitted in the packet and Mr. Sheridan asked for clarification on what the difference was between it and the original provided to the CAC. Mr. Ray Youmans stated that the biggest difference was concerning Blueprint's authority to condemn versus the city and county, and clarification on that matter. There was change, on a new page 5 which stated that the Blueprint Director, with input from the city and county attorney should have authority to approve condemnation sites. The motion to approve was made by Casie Moran and seconded by Terence Hinson. Mr. Davis briefly discussed the policy and went over the key issues. He clarified that for the

land banking there were limitations that would have to be clarified with the IMC. Mr. Jerry Conger expressed concerned that he felt the position of the Director having certain authority was needed, but it would place them in a powerful but exposed position and he wanted to make sure that it had been discussed with the powers that be. He also asked for clarification on the acquisition authority and why an appraiser was not used for property less than $25,000. It was explained that it was an expense issue and time issue and one was not required by law. Concern was expressed by members of the CAC about a lack of checks and balances in the document. The motion was modified; the policy was approved in principle subject to the city and county review and suggestions of appropriate checks and balances. Both Ms. Moran and Mr. Hinson accepted the modified motion and seconds.

Mr. Youmans continued, mentioning several additional changes that had been made to the amended version of the agenda item. The question was called and it was passed unanimously.

Item #10: Construction Management at Risk for Capital Cascade Trail

No action was required and it was to advise the CAC of a contract methodology. Mr. Bill Little gave a presentation about the CM at Risk and the benefits of the process. The question was raised that some projects would work better under design/build and others under this CM at Risk. When future projects arise, the question was asked if the CAC could be informed as to why a certain design or delivery method was chosen for a project over another.

V. Citizens to be Heard

There were none.

VI. Items From Members of the Committee

There were none.

VII. Adjournment

There being no further business there was a motion to adjourn, made by Ms. Davis and seconded by Mr. Hinson. The meeting was adjourned.

Attachment #7

Blueprint 2000 Real Estate Policy

CITY OF TALLAHASSEE - LEON COUNTY
BLUEPRINT 2000
INTERGOVERNMENTAL AGENCY

DATE	
NO.	107
ORG. AGENCY	Blueprint 2000
APPROVED	9/19/07

TITLE

BLUEPRINT 2000 REAL ESTATE POLICY

107.01 STATEMENT OF POLICY

The purpose of this administrative regulation is to establish a policy and procedures to govern the delegation of authority for any and all conveyances of any interest in real property involving Blueprint 2000 (Blueprint), including but not limited to, fee simple and less than fee simple acquisitions, sales and dispositions, property management activities, and leases to others of real property owned by Blueprint 2000, an Intergovernmental Agency founded by the City of Tallahassee and Leon County Florida.

107.02 AUTHORITY

The Blueprint 2000 Intergovernmental Agency, created pursuant to Chapter 163.01(7) of the Florida Statutes, has the authority to establish real estate and land banking policies and procedures.

107.03 OBJECTIVE

The intent of this policy is to provide operating procedures and a set of rules to insure proper accountability in any real estate transaction involving Blueprint 2000 and to insure proper management of any real property owned or leased by Blueprint. Further, these policies and procedures shall be followed, along with all applicable laws and professional ethics, in order to insure fair and equitable treatment to Leon County, the City of Tallahassee, the general public, and all affected property owners. The policies and procedures contained herein shall govern all Blueprint 2000 real estate transactions.

107.04 SCOPE AND APPLICABILITY

The policy outlined herein shall apply to the Intergovernmental Agency and all employees referenced in the joint project management structure involved in any activities associated with the Blueprint 2000 Real Estate Policy.

107.05 DEFINITIONS

Appraisal: A professional, impartial estimate of the fair market value of real property.

Capital Improvement Projects: All projects, which have been approved by the Intergovernmental Agency in a Capital Improvement Plan Budget and have been included on a list of approved projects.

Closing: The time and place for the exchange of documents and tender of payment to finalize the bargain or contract for transfer of real property.

Condemnation/Eminent Domain: A government's right to acquire private property for public use with full compensation to the owner.

Dedication: The setting aside of land for a public use by its owner, together with acceptance by or on behalf of the public, by the making, signing, acknowledging and recording of a map or plat of land in accordance with general law upon which areas appear as devoted to public use for such purposes as streets and utility and drainage easements.

Designee: A duly authorized representative of a person holding a superior position.

Easement: A right to use land of another for a specific purpose and for a certain time frame.

Fee Title or Fee Simple Title: An estate in real property belonging to the owner and alienable or sellable by owner or transmissible to owner's heirs absolutely and simple. An absolute estate in perpetuity and the largest possible real property right an owner can have.

"IA": Means Intergovernmental Agency

"IMC": Intergovernmental Management Committee has oversight of the Blueprint 2000 Program and is comprised of the Leon County Administrator and the City Manager of Tallahassee.

Land Banking: The acquisition and holding of property for both current and future purposes including but not limited to, transportation projects, greenways, trails and other environmentally sensitive lands.

Marketable Title: A legally defensible title which is free from material defects and acceptable to a reasonable purchaser, informed as to the facts and their legal meaning.

Option: A contract conveying a right to buy real estate at a specific price during a stipulated period of time.

Property: Land and all improvements thereon, if any.

Public Purpose: A purpose which has as its objective the promotion of the public health, safety, morals, general welfare, security, prosperity, and contentment of the residents of the City of Tallahassee and Leon county and not the welfare of an individual or specific class of persons.

Purchase and Sale Agreement: A binding contract for the purchase and sale of real property subject to the conditions contained in the agreement.

Quitclaim Deed: An instrument of conveyance intended to pass such title, interest or claim as the grantor may have in the property and which contains neither warranties nor covenants of title. (See Section 125.411, Florida Statutes)

Real Property: Any interest in land or the improvements thereon, including but not limited to, fee simple, leasehold and other rights of possession, temporary and perpetual easements, and grants of right of entry.

Right of Way Map: Any map or survey prepared by or on behalf of Blueprint that identifies the real property necessary to implement a Capital Improvement Project.

"Under the Threat of Condemnation": A term used to indicate that a property shall be acquired, if necessary, using Blueprint's authority to impose the laws of eminent domain (condemnation).

Value Determination: Estimate of market value as prepared by the real estate staff or an approved right of way consulting firm.

107.06 APPROVAL AUTHORITY:

A. **Blueprint 2000 Executive Director**

1. The Director of Blueprint is authorized to approve the following real estate acquisitions provided the purchase price, exclusive of attorney fees and costs and business damages, if applicable, does not exceed $750,000.00 or 20% above the appraised value, whichever is greater;
    a. The acquisition of real estate for land banking purposes.
    b. The payment of legal settlements for property acquired under the threat of condemnation purchased through either informal negotiations or mediation.
2. The Director of Blueprint is authorized to approve the sale or disposition of surplus property owned by Blueprint provided the sale price does not exceed $100,000.00, exclusive of closing costs.
3. The Director of Blueprint is authorized to approve all deposits in circuit courts required by Order of Takings, final judgments of jury verdicts, or other court orders on property being acquired under threat of condemnation.

4. The Director of Blueprint, with input from legal counsel, is authorized to settle all reasonable attorney fees and costs incurred by property owners during the condemnation process, through negotiation, mediation or court award.
5. The Director of Blueprint is authorized to settle any claim for business damages made pursuant to Section 73.015(2), Florida Statutes (2003), as may be amended from time to time, provided the amount of the business damage claim, exclusive of attorneys' fees and costs, does not exceed $250,000.00 or 20% above the amount of the estimate obtained in accordance with Section 107.08 C.

B. **Intergovernmental Management Committee**

1. The Intergovernmental Management Committee (IMC) is authorized to approve all acquisition of real estate, and/or business damage claims, in which the purchase price exceeds the approval authority of the Director, and is within the approved and budgeted Blueprint Capital Improvement Plan.
2. The IMC is authorized to approve the sale and disposition of surplus property owned by Blueprint provided the sale price does not exceed $500,000.00, exclusive of closing costs.
3. The IMC is authorized to approve all leases of property owned by Blueprint where the annual lease does not exceed $100,000.00.
4. All decisions of the IMC, pursuant to this Policy, shall be subject to the requirements of Florida Statute 286.011, Florida Government in the Sunshine Law.

C. **Intergovernmental Agency**

The Intergovernmental Agency (IA) shall approve all other real estate transactions. In addition, the Director or the IMC may elect to request IA approval on any real estate purchase, sale or disposition.

107.07 RESPONSIBLE DEPARTMENTS:

A. Unless specifically directed otherwise by the IMC, the Director of Blueprint and his/her Real Estate Manager shall implement and comply with these policies and procedures and shall be charged with the following responsibilities:

1. Develop clear and uniform procedures for all real property transactions.
2. Assure clear and uniform documentation of all real property transactions.

3. Assure that all real property transactions are negotiated equitably, in good faith and in accordance with all applicable state and federal laws as well as in the best interest of the taxpayers of Leon County.
4. Assure that, in those instances when negotiations for the acquisition of real property under the threat of condemnation are unsuccessful, all information necessary for the filing of an eminent domain lawsuit is provided to the City/County Attorney.
5. Maintain an accurate inventory and provide effective management of all real property owned by Blueprint 2000.
6. Report to the Intergovernmental Agency ("IA") at regularly scheduled meetings all acquisition and/or sale of real property.
7. Report monthly to the Intergovernmental Management Committee (IMC) all acquisitions and/or sale of real property.

B. With input from Blueprint 2000 General Counsel, the City/County Attorney or his/her designee is responsible for acquisition through the use of Blueprint's eminent domain power in those instances when negotiations for the acquisition of real property under the threat of condemnation are unsuccessful.

107.08 APPRAISALS AND OTHER VALUE ESTIMATES:

A. For all real property transactions, Blueprint shall prepare or obtain a value estimate or an appraisal report, which estimates the fair market value of the real property interest involved in the transaction in accordance with the following procedures:
   1. For acquisitions, sales, or dispositions in which the estimated value of the real property does not exceed $25,000.00, an in house value determination or an appraisal shall be prepared.
   2. For acquisitions, sales, or dispositions in which the estimated value of the real property does not exceed $750,000.00, an independent state-certified appraiser shall be retained to prepare an appraisal report with an estimate of the fair market value of the real property.
   3. For acquisitions, sales, or dispositions in which the estimated value of the real property exceeds $750,000.00, two independent state-certified appraisers may be

retained to each prepare an appraisal report with an estimate of the fair market value of the real property.

4. All appraisal reports being obtained for property under the threat of condemnation shall be reviewed by an independent state certified appraiser. All other appraisals may be reviewed at the discretion of the Director of Blueprint or his/her designee.
5. Nothing in this section is intended to preclude Blueprint from purchasing real property pursuant to sections 125.355 or 166.045, Fl Statutes, if it chooses to do so.

B. The Blueprint Director or his/her designee shall determine the scope of the appraisal assignment and the form of the appraisal report to be prepared. However, when an appraisal report is being obtained for property under the threat of condemnation, the City/County Attorney or the Blueprint 2000 General Counsel may be consulted to determine the scope and form of the appraisal report.

C. For any acquisition under the threat of condemnation in which an owner is entitled to damages to a business, pursuant to Section 73.015(2), Florida Statutes (2003), as may be amended from time to time, Blueprint shall obtain from a Certified Public Accountant, and/or other such consultants as recommended by the City/County Attorney, a report estimating the amount of such business damages. The City/County Attorney or the Blueprint General Counsel may be consulted to determine the scope and form of the business damage report.

107.09 ACQUISITIONS FOR CAPITAL IMPROVEMENT PROJECTS:

Any real property that has been identified on a right of way map or designated property map as being necessary to implement Blueprint's Capital Improvement Plan shall be acquired "under the threat of condemnation" pursuant to the guidelines provided in Section 73.015, Florida Statutes, and pursuant to the following authority and procedures:

A. The Director of Blueprint, or his/her designee, shall have the authority and responsibility to approve and to execute all documents necessary to implement an approved and budgeted Capital Improvement Project. This authority and responsibility includes coordination with the City/County Attorney's Office, the Blueprint General Counsel, or their designee, for the preparation of a condemnation resolution for approval by the Intergovernmental Agency stating the public purpose of the project and the necessity of

acquiring the parcels identified in the resolution and upon the Intergovernmental Agency's approval of the resolution the identified parcels shall be acquired in one of the following manners:

1. The Director of Blueprint, or his/her designee, shall have the administrative authority to purchase fee simple title or easements, or negotiate settlements of any voluntary action which is required for the implementation of a Capital Improvement Project provided the funds for the project are available, budgeted and are within the Director's limits of authority, pursuant to Section 107.06.
2. Property not acquired through voluntary acquisition as described above, shall be transferred to the City/ County Attorney's Office to be acquired through the exercise of Blueprint's power of eminent domain pursuant to Chapter 73 or 74, Florida Statutes and the City/County Attorney or his/her designee shall file a petition with the appropriate court to obtain title to the condemned property. Settlement of property acquired through Orders of Taking shall be made pursuant to Section 107.06, of this policy.

B. The Director of Blueprint, or his/her designee, and/or the IMC shall seek technical advice from staff or others, as needed, prior to making settlement and acquisition decisions affecting real property.

107.10 LAND BANK PROGRAM:

A. Blueprint 2000 has established a land banking program to be used to acquire property for future Blueprint projects including the early acquisition of right of way along transportation corridors.

B. All properties being considered for purchase under this program shall be presented to the Director of Blueprint in a written report, which includes the following information:

1. The location of the property
2. Description
3. Intended use
4. Estimate of value
5. Proposed purchase price

C. Florida Statute 125.355 may be utilized by the Director of Blueprint.

D. The Director of Blueprint or his/her designee shall have the authority to negotiate a contract to option real estate for approved land banking purchases.
   1. The Director has the authority to approve land banking purchases up to the approved settlement limit (See Section 107.06 A.)
   2. The Director of Blueprint, or his/her designee, may seek such technical advice from staff or others as needed prior to making acquisition and settlement decisions affecting real property.

E. The IMC has the authority to approve all settlements for land banking purchases up to their delegated authority as provided specifically in Section 107.06 B.

F. All other requirements imposed by the Blueprint 2000 Real Estate Policy, including but not limited to, obtaining a value determination or appraisal, completing title work etc. shall apply to purchases under the land-banking program.

107.11 ENVIRONMENTAL ASSESSMENTS:

An Environmental Assessment or equivalent (which may be contained in a Contamination Screening Evaluation Report as part of a PD&E Study) shall be secured on all property purchased by Blueprint 2000. The Environmental Assessment shall be reviewed and approved by the Director of Blueprint or his/her designee prior to closing. The Director may seek technical support from staff and others, as needed, to interpret and evaluate the results of the environmental assessment and, if deemed necessary, the Director or his/her designee, may request additional assessment activities.

107.12 REAL PROPERTY OWNED BY BLUEPRINT: SALE OR DISPOSITION OF ANY REAL PROPERTY DECLARED SURPLUS PROPERTY.

A. The Capital Programs/Finance Manager, with input from the Director of Blueprint and the Real Estate Manager, shall annually review all real estate owned by Blueprint and shall determine whether any parcels might be considered surplus property. A property shall not be considered surplus unless there is no potential future use of the property within the Blueprint 2000 Program. If such potential surplus property is identified, a written report will be submitted to the IMC recommending the property be declared surplus. The IMC has authority to declare property surplus and once declared surplus,

may approve disposal of that property if the appraised value is $500,000.00 or less. If the property value is in excess of $500,000.00, the property shall be submitted to the Intergovernmental Agency for approval of disposition.

B. The Director of Blueprint has the authority to sell or dispose of surplus property if the appraised value does not exceed $100,000.00. (See Section 107.06 A)

C. All surplus real property shall be marketed for sale or disposal in accordance with Section 125.35,Florida Statutes, as may be amended from time to time, unless the sale or disposition is exempted pursuant to either Section 125.38 or Section 125.39, Florida Statutes, or unless the sale or disposition is part of an exchange of real property. In addition, the Director of Blueprint may utilize a Real Estate Broker and may improve the marketability and value of property by obtaining permitting, site plan approvals, or other property enhancements prior to the disposal of surplus real property.

D. Contiguous property owners must receive written notification of Blueprint's intent to sell or dispose of the real property, and Blueprint must place adequate signage on the real property to notify the public that the property is available for purchase.

E. Blueprint 2000 shall give the City and County first refusal to secure any property declared surplus.

F. If bond proceeds were used for the acquisition or sale of any real estate and there is any conflict with the Bond Resolution, then the Bond Resolution shall control, to the extent of the conflict

107.13 REAL PROPERTY OWNED BY BLUEPRINT: LEASE FROM BLUEPRINT OF REAL PROPERTY.

A. If an individual or entity is interested in leasing any real property owned by Blueprint, such individual or entity shall express such interest in the form of a written request to Blueprint.

B. The written requests shall be reviewed by Blueprint's Capital Programs/Finance Manager to determine if the property is suitable for leasing.

C. Upon determination that property is suitable for lease, the Director of Blueprint shall make a written recommendation on whether or not to negotiate a lease to the IMC if the annual lease is less than $100,000.00. If the IMC approves the recommendation to pursue the lease of the Blueprint owned property, the Capital Programs/Finance

Manager with input from the Real Estate Manager will enter into negotiations to lease the real property.

D. If the annual rent value is above $100,000.00, the IMC will review and evaluate the lease request and present its recommendation to the Intergovernmental Agency for consideration as an agenda item.

E. All lease documents shall be approved as to form and content by the City/County Attorney or his/her designee prior to being submitted for final approval. All leasing activities shall be in accordance with Section 125.35, Florida Statutes.

F. If bond proceeds were used to acquire any real estate and there is any conflict with the Bond Resolution, then the Bond Resolution shall control, to the extent of that conflict.

107.14 REQUIREMENTS FOR ALL FIRMS PROVIDING APPRAISAL, ACQUISITION AND RELOCATION SERVICES TO BLUEPRINT 2000:

A. All real estate appraisers and/or review appraisers shall be licensed in Florida as a State Certified General Real Estate Appraiser.

B. All real estate appraisers and review appraisers shall be Pre-Approved by the Florida Department of Transportation.

C. All acquisition and relocation firms shall be Pre-Approved by the Florida Department of Transportation to perform all acquisition and relocation functions.

D. All Appraisal, Appraisal Review, Acquisition and Relocation services will be provided under the auspices of the Federal Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act) as well as all applicable state and federal laws and regulations.

107.15 ABSTRACT AND TITLE REQUIREMENTS:

An independent abstract and Title Certificate with title insurance shall be secured on all acquisitions for the Blueprint 2000 Program. However, any property acquired by virtue of an Order of Taking in a condemnation lawsuit shall not require title insurance.

107.16 REVIEWING AND MAINTAINING CLOSING DOCUMENTS:

A. In addition to the Blueprint 2000 General Counsel, the City/County Attorney or his/her designee shall review all closing documents and title work prior to closing on all real

property acquisitions by Blueprint. This review shall be documented in writing. The City/County Attorney may authorize licensed agents with contracted acquisition firms, or appropriate Blueprint Staff to close Blueprint purchases, provided a review of the closing documents and title work has been conducted by the City/County Attorney or his/her designee prior to closing on any real property acquisitions.

B. Blueprint 2000 shall be responsible for recording and maintaining all closing documents.

107.17 USE OF FEDERAL FUNDING TO ACQUIRE OR LEASE REAL PROPERTY:

Blueprint 2000 shall comply with the requirements of the Federal Uniform Relocation and Real Property Acquisition Policies Act of 1979, as amended if acquiring right of way for transportation projects or acquiring property on projects where federal funds are being utilized or where federal funding may be secured in the future.

107.18 REVISIONS TO THE REAL ESTATE POLICY:

The Director of Blueprint shall recommend amendments, modifications or alterations to this policy to the Intergovernmental Agency as required to maintain its applicability to local, state and federal regulations, laws, and ordinances.

In addition to the Blueprint 2000 General Counsel, the City/County Attorney's office shall review proposed revisions, as needed, to ensure compliance with applicable laws. Any revisions to the Blueprint 2000 Real Estate Policy shall become effective upon approval by the Intergovernmental Agency.

107.19 EFFECTIVE DATE OF REAL ESTATE POLICY:

This Real Estate Policy shall become effective upon approval of the Intergovernmental Agency. The effective date of this policy shall be _____.

Attachment #8

2009 Performance Audit

BLUEPRINT 2000

Annual Performance Audit
Fiscal Year 2008 - 2009

Village Square salute

Blueprint 2000 at age 10: Still a winner

It's the 10th year anniversary for Blueprint 2000, which has become a household term that has changed not only the way the capital city looks, but also at its inception, changed the way this community settled its differences and moved forward.

Believe it: Before times were quite as vitriolic as they are now, divisions quite so rigid, rhetoric quite so high-pitched, there were differences of opinion nonetheless. The biggest battle in the 1990s was between environmentalists and developers. If a corner lot was leveled of its trees, life got ugly for a while for that developer.

Job creation was not particularly a concern at the time, and this community was steadily growing — to the alarm of many who wanted to be that Tallahassee did into a sprawl of some south ties that mu

TRAILBLAZERS

The Blueprint 2000 visionaries were: Kathy Archibald, Joe Kelley, Henree Martin, Kevin McGorty, Nancy Miller, Karen Moore, Mark Mustian, Tom O'Steen, Rob Palmer, Curtis Richardson, Jesse Van Dyke, Frank Williams and the late Martha Wellman.

evolved out of a coming-together of two groups that had a hard time tolerating one another for some time.

The Environmental a Economic Consensu tee was created both camps mined t The

Blueprint panel celebrates decade of change

"A lot of people thought it was never going to happen in their lifetime. I'm here to tell you. Unless they plan on dying real soon, it will be here"

Jim Davis
Blueprint 2000 Executive Director

By DeMarye Waters
Democrat staff writer

Thirteen passionate residents helped chip u away at what they called a tunnel-vision approach that threatened to stall growth 10 years ago, especially when developers and environmentalists were at odds. They handed together and created the Economic Environmental Consensus Committee, which then sparked the intergovernmental agency now known as Blueprint 2000. Nearly 70 people attended the 10-year anniversary event Tuesday at St. John's Episcopal Church. It was hosted by the Village Square, "Blueprint 2000 and Beyond," which was completed in 1999.

The plans were so winning that Leon County voters passed a penny sales tax to help pay for the 15-year program of projects, which are ongoing today.

Just last week, improvements for Franklin Boulevard were approved by city and county commissions based on a proposal from the Blueprint intergovernmental agency, which was created to operate the program and continues under direction of Jim Davis, first and only director.

The ... ulevard ... ll com- ... on ... scade ... g the ... ule- ... ll

as elements to Cascades Park Trail. But overall, he said the vision for Blueprint is still intact. "I'm proud that the community took the leadership to say, 'let's give this a try,' said McGorty, director of the Tallahassee Conservancy for Timbers. Blueprint 2000 was funded through a penny sales tax approved in 2000 and implemented in 2004. It's brought wider roads, bike lanes and sidewalks ... water improvements to sections of Capital Circle, along with neighborhood improvements. Jim Davis, Blueprint's executive director, said the signature project is finishing Cascades Park Trail, which should be done within three years. "A lot of people thought it was never going to happen in their lifetime," Davis said. "I'm here to tell you. Unless they plan on dying real soon, it will be here." ... nt 2000 was ahead ... time in terms of bringing ... odds parties together in compromise. It's a pattern that we'd do well to revive today, and well worth saluting.

If you're interested in meeting some of the 13 original members of that remarkable committee, plan on attending The Village Square program Tuesday. For more information, call 850 264-8785 or visit online at www.tothevillagesquare.org.

Submitted By:

The Florida Center for Prevention Research
Office of Emerging Issues & Assessment
Florida State University
Tallahassee, Florida

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July 15, 2010

Blueprint 2000
Intergovernmental Agency
1311 Executive Center Drive
Suite 109
The Koger Center, Ellis Building
Tallahassee, Florida 32301

To Whom it May Concern:

The Florida Center for Prevention Research is pleased to provide this year's copy of the Blueprint 2000 Satisfaction Audit based on interviews and review of activities from the 2008-2009 fiscal year. I would like to thank the many public officials who took the time to talk to the interview team. Due to their input this is a report rooted in their respected judgments' indicative of what a solid job the Blueprint 2000 team is doing. Again and again we heard how they were setting the standard of completing projects "On time and on budget."

If you have any questions or concerns about the findings of this report or how the data was collected please do not hesitate to contact me at shelzer@fsu.edu .

Sincerely,

Mr. Steven G. Brooks
Director, FCPR

Dr. Scott Helzer
Program Manager, FCPR

COMPREHENSIVE PERFORMANCE EVALUATION BLUEPRINT 2000

For The Fiscal Year Ending

September 30, 2009

PREPARED BY:

Florida Center for Prevention Research
Emerging Issues & Assessment
Florida State University
Tallahassee, Florida

BLUEPRINT 2000

INTERGOVERNMENTAL AGENCY
COMPREHENSIVE PERFORMANCE ASSESSMENT
FISCAL YEAR ENDING SEPTEMBER 30, 2009

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Blueprint 2000

The Organization

Blueprint 2000, with its multi-disciplinary staff is responsible for financing, planning, development and construction of the projects authorized by the Intergovernmental Agency (IA). Many of the projects are described in the report titled, *Blueprint 2000 and Beyond*, which was developed by the Economic and Environmental Consensus Committee (EECC), a diverse group of citizens representing community, local business, and environmental interests. The executive team for Blue Print 2000 is comprised of Jim Davis who continues as Executive director, Phil Maher as Financial Manager, David Bright as Chief Planner, Shelonda Meeks with Administrative Staff, and Debra Schiro with Legal Counsel.

A number of advisory groups provide input to Blueprint 2000. The Citizen Advisory Committee (CAC) is a thirteen member advisory group that reviews work plans, audits and evaluations, and makes recommendations to the IA. The Technical Coordinating Committee (TCC) provides technical expertise relating to project scope and implementation plans. The TCC also provides coordination among government departments for projects and related issues and reviews other city and county projects to ensure coordination between governments. The IA has also established the Financial Advisory Committee, which reviews financial issues in detail and make recommendations to the full IA.

Purpose, Mission and Goals

Blueprint 2000's overall responsibility is to: (1) Implement holistic and coordinated planning, (2) preserve, protect, and enhance the community's quality of life through development of specific joint local government projects concerning transportation, water quality, environment and green spaces, and (3) apply sound funding and resource management practices that provide a cost efficient and effective use of funds through the application of financial tools and business practices. Blueprint 2000 has developed the following mission statement to accomplish these goals:

> *"To implement the Blueprint 2000 Program in a timely and cost effective manner, utilizing sound but innovative business practices, while keeping the citizenry informed and involved."*

Five primary evaluative areas were identified for performing the assessment and reporting the results. They are as follows:

1. Preserving, protecting, and enhancing the community's quality of life.
2. Seeking and obtaining additional funds from various government and private entities.
3. Using sound, but innovative business practices.
4. Keeping the citizenry informed and involved.
5. Effective and efficient operations.

Annual Summary of Project Activity

BP2K FY 08/09 Project Reports

N1 - Capital Circle NW – I-10 to US 90

Project Description:
This 1.991-mile roadway project (FPID: 219722-1-52-01 & 02) consists of upgrading the existing undivided rural facility to a six-lane divided urban (curb and gutter) facility. Upgrades to the West Tennessee, Tharpe, Hartsfield and Commonwealth intersections are included. The purpose of the roadway improvement project is to increase the capacity and safety of the existing highway. The roadway project was designed, let and constructed by the Florida Department of Transportation, with advance funding provided by the Blueprint 2000 Intergovernmental Agency.

Project Status:
The CCNW-N1 Roadway Improvement Project was Final Accepted by FDOT on September 4, 2007.

Blueprint 2000 has recently awarded a separate 180-Day Park Amenities and Landscaping Contract within the same project limits. The Plans were developed by Moore-Bass Consulting. Blueprint 2000 has secured permits from COT Growth Management and FDOT.

M Inc. was the selected Contractor with a Bid Amount of $1,004,567.00. Blueprint 2000 conducted the Preconstruction Conference on January 15, 2009. Blueprint 2000 issued the Notice to Proceed on January 29, 2009. Work began on February 02, 2009.

The project was Final Accepted by Blueprint 2000 on June 26th, 2009; the Final Offer of Payment was accepted and executed by the Contractor on July 31, 2009. 145 of 185 Allowable Contract Days were used on this Contract, or 78.3% of allowable Contract Time. The Final Contract Amount was $1,055,653.37.

Blueprint 2000 has generated and distributed the Final Estimate, Final As-Built Plans and Permits, and related close out materials and submitted to Leon County, FDOT and the COT as applicable.

Right of Way:
All parcels closed. Final Right-of-Way costs $46,374,947.

N2 - Capital Circle NW/SW – SR 371 (Orange Avenue) to US 90

Project Description:
The Expanded Project Development and Environment (PD&E) Study limits for this 2.9 mile project extend from Tennessee Street (US 90/SR 10) to Orange Avenue (SR 371). The purpose of this roadway improvement project is to increase the capacity and safety of the existing highway by expanding the existing two-lane undivided rural roadway to a six-lane divided urban (curb and gutter) facility. New traffic signals will be provided at Orange Avenue, Blountstown Highway and Gum Road Intersections. The project also includes significant landscaping as well as pedestrian, bicycle and recreational amenities. This project will develop final design plans for construction.

Project Status:
Phase IV (100%) plans have been submitted and are currently under review. Right-of-Way acquisition, utility coordination and environmental permitting activities continue.

COMPLETED: Continued to work with Blueprint 2000's Right-of-Way acquisition team to resolve any new Right-of-Way issues, such as the revised driveway location at Parcel 128. Continued updating plans and responding to design and constructability review comments on the Phase IV (100%) roadway, structures, signing/marking, signalization, lighting and landscape plans. Continued coordination with Leon County, FDEP and the Corps of Engineers on permitting; Met with FDEP regarding the process/requirements for partial release of the Gum Swamp conservation easement; Submitted EIA/EMP application to Leon County Growth Management. Continued coordination with Leon County School Board on proposed bus facility master transportation plan and coordination with Capital Circle improvements. Preparing proposal for alternative bidding option due to budget constraints. Continued working with utility companies/agencies to complete utility work schedules. Met with COT underground utility department to discuss and coordinate their proposed sewer Master Plan improvements; provided plans, CADD files, and R/W maps for their use in developing Utility Contract Plans to "go with" the CCNW/SW-N2 construction. Completed Blueprint and FDOT reviews of the Phase IV (100%) plans; City and County reviews underway.

TO BE COMPLETED: Complete City and County reviews of the Phase IV (100%) plans. Continue responding to design and constructability review comments on the Phase IV (100%) plans and development of Final Plans. Continue coordination activities with Leon County Growth Management on EIA/EMP, and respond to RAI's as necessary. Continue coordination activities and follow up with FDEP and Corps of Engineers on the Wetland Resource Permit; Continue working with FDEP on preparation of the conservation easements. Complete the project utility coordination activities and development of Utility Work Schedules. Finalize and submit proposal for alternative bidding option

Right of Way:
Of the 88 parcels needed: 64 in possession, 13 agreements secured but not closed, 0 donated, 11 negotiating/preparing for suit.

W1 - Capital Circle SW – Crawfordville Road to SR 20

Project Description:
A Project Development and Environmental (PD&E) Study will be conducted for that portion of Capital Circle (SR 263) between Crawfordville Road (SR 61 US 319) and Blountstown Highway (SR 20) a distance of approximately 6.7 miles. The PD&E study will be conducted in accordance with Federal Highway Administration (FHWA), Blueprint 2000 Agency, and Florida Department of Transportation (FDOT) guidelines. The study will evaluate alternative alignments as well as the existing alignment. Several viable alternatives will be developed and evaluated in order to address the project needs while taking into account the Blueprint 2000 & Beyond "Project Definitions Report", prepared by the Economic and Environmental Consensus Committee in 1999, and the Lake Bradford Sector Plan, conducted by the Tallahassee/Leon County Planning Department.

Project Status:
Kimley-Horn and Associates began the Capital Circle Southwest PD&E study in late August, 2006. The Public and Agency Kickoff Meetings were conducted in October, 2006. Six (6) Community Forum Meetings were conducted concluding with a Town Hall Meeting held in April 2007. The Concept Charrettes were held on May 10th and 12th, 2007. The Intergovernmental Agency approved the evaluation criteria and the criteria weighting that will be used to evaluate the alternative alignments. An Interim Public Meeting was held on November 6, 2007 to present the status of the project since the Concepts Charette. Seventeen (17) Community Representatives meetings have been held through the month of July 2009. The project has begun the analysis phase using the alternative alignments established through the Concept Charrette process. An Alternatives Public Meeting was held on November 13, 2008 to present the results of the evaluations conducted for the alternative alignments within the four (4) corridor segments. Based on the results of the analyses and input received from the public at the Alternatives Meeting, recommendations were made regarding the best alternative for each segment and these recommendations were approved by the Intergovernmental Agency on February 23, 2009. The approved segment solutions have been combined to form an Existing Alignment (Widening) Alternative and a Realignment Alternative. These two "Build" alternatives have been evaluated, along with the "No-Build" alternative, using the 13 evaluation criteria and associated weightings established by the IA. The results of these evaluations were presented to the public at the Preferred Alternatives Meeting on August 13, 2009.

COMPLETED: Held briefings with the Airport and FSU. Prepared for and held the Preferred Alternative Meeting on August 13th. Prepared for and attended the August 27th TCC and CAC meetings. Continued finalization of Storm water reports and memos including modeling. Prepared responses to comments on the Bridge Analysis Report for the Munson Slough Crossing. Finalized Alternatives Evaluations. Responded to comments on the Conceptual Stage Relocation Report. Continued 4(f) activities; submitted draft 4(f) Determination of Applicability. Continued work on the Cultural Resource Assessment. Finalized Black Swamp Hydrological and Ecological Assessment. Finalized Contamination Screening Evaluation Report. Continued development of draft Environmental Assessment (EA). Began preparation of the 2nd Draft Project Development Summary Report (PDSR). Drafted responses to the draft Noise Report review comments.

TO BE COMPLETED: Prepare for potential meeting with St. Joe regarding access at Airport Commerce Park. Assist in preparation of the IA agenda package and attend briefings as necessary. Prepare for IA meeting. Finalize Water Management Report and Stormwater modeling information. Submit a revised Wetland Evaluation Report and Endangered Species Biological Assessment Report with analysis of the preferred alternative being carried forward. Continue Section 4(f) analysis. Continue drafting Environmental Assessment (EA). Continue preparation of 2nd Draft Project Development Summary Report (PDSR). Continue work on the Cultural Resource Assessment.

E3 - Capital Circle SE – Woodville Highway to Crawfordville Road

Project Description:
This project proposes to widen approximately 1.53 miles of the existing two-lane Capital Circle SE from Woodville Highway to Crawfordville Road to a multi-lane urban facility.

FDOT Roadway ID: 55002000 SR 263 from MP 0.200 to MP 1.730

In 2006/2007, URS prepared 60% design plans for Blueprint at a cost of $996,151.54. URS had an MBE participation of 16%. The preparation of 60% design plans was part of Blueprint's strategy to be ready for construction if funding became available.

Project Status:
As of August 2009, Blueprint has begun the process of selecting a Design-Build team to construct interim improvements from west of Woodville Highway to east of Crawfordville Road. Blueprint will not execute a contract for this project/work unless Federal stimulus money is appropriated.

A Request for Qualifications was issued for the Design-Build project and five (5) teams submitted the required information. The selection process is on hold until Federal stimulus money is allocated to the project.

Blueprint staff has been waiting for confirmation from FDOT on the amount of stimulus funding to be allocated for this project.

Right of Way:
Right-of-Way maps are at 100%.Blueprint is in the position to begin acquiring right-of-way as funding becomes available.

The Highway Easement Deed for Parcel 800 was issued by the Federal Highway Administration to the Florida Department of Transportation on January 16, 2009.

E2 - Capital Circle SE – Woodville Highway to Tram Road

Project Description:
This project proposes to widen approximately 2.3 miles of the existing two-lane Capital Circle SE from Woodville Highway to Tram Road to an ultimate six-lane facility, mileposts 0.0 to 2.12. In addition, a transitional segment west of Woodville Highway (SR 263 MP 0.0 to approximately MP 0.2). The purpose of the roadway improvement project is to increase the capacity and safety of the existing highway. New traffic signal will be installed at access to Lakes at San Marcos development on Woodville Highway, south of CCSE. Provisions for future traffic signals will be provided at three intersections: Paul Russell Road, Southchase Boulevard and SouthWood Marketplace Drive to proposed developments on the north side of CCSE, between Woodville Highway and Tram Road. The project includes significant landscaping as well as pedestrian, bicycle and recreational amenities.

Project Status:
The Design-Build Contract was executed on 6/05/07. Utility kick-off meeting was held on 6/27/07. The Preconstruction Conference and the Public Meeting were held on 7/24/07. A Joint Project Agreement (JPA) was entered into by St. Joe Company, City of Tallahassee and Blueprint 2000 on 7/31/07. Per terms of this JPA, easements for five drainage ponds and Right-of-Way donated to the project by St. Joe were obtained from St. Joe. Notice to Proceed was issued to the Design-Build Team on 8/28/07 and the Ground Breaking Ceremony was held on 8/29/07.

The National Features Inventory (NFI) report was approved by the COT Growth Management. The COT Growth Management issued the Environmental Impact Assessment exemption (EIA short form B (low)) for Segments 1 and 3A in October 2007. The EIA for Segment 2 was approved by COT Growth Management on 12/18/07. The Clearing and Grubbing Permit, including "sediment sumps" located at the future storm water pond sites, and fill stockpiling permit, were issued by Growth Management for Segments 1 and 3A. The clearing permit for Segment 2 was issued on 1/17/08, with the exception of Pond 600. The clearing permit for Pond 600 was obtained in March 2008. The Storm water Permit was received from the Department of Environmental Protection. The EMP permit for Segment 1B was obtained from COT Growth Management on 3/24/08, for Segment 1A on 6/27/08 and for Segment 3A on 8/28/08. The EIA for Segment 3B was approved by Growth Management on 5/08/08. The clearing and grubbing permit for Segment 3B was obtained on 7/11/08. The EMP permit application for Segment 2 was issued by GM on 12/19/08. Lighting plans are complete and were released for construction on 2/17/09. Roadway plans were released for construction for Segment 2. Segment 1B EMP permit update for Southchase Boulevard and Marketplace Drive intersections was obtained on 4/07/09. Blueprint reviewed final Traffic Signals plans for Woodville Highway, Southchase Boulevard and Sembler access road and released them for construction on 6/15/09. The EMP permit update for Pond 300 conveyance was obtained on 6/28/09.The EMP permit for Segment 3B was obtained on 7/10/09. The Maintenance of Traffic (MOT) Plans for the entire project were reviewed by Blueprint and released for construction on 7/17/09.

The Electrical Resistivity Imaging (ERI) testing is complete for Pond 200, Pond 300 conveyance easement and Pond 600. The ERI test results at Pond 200 and Pond 600, and the soil borings at Pond 600 indicated that both ponds' sites are acceptable for pond locations, and no further investigations are recommended. Excavation of the "sedimentation sumps" is near completion at the site of Pond 600. Karst investigations at Ponds 100 and 100A are complete. Additional borings were advanced at Pond 100A, and mitigation alternatives were prepared for that pond. Karst investigations were conducted at Segment 3A sinkhole and additional borings were advanced to establish the need for mitigation measures. The final report, including recommendations, was submitted to Blueprint on 7/17/09. Blueprint is coordinating with FDOT regarding the mitigation to be undertaken for the sinkhole. Preliminary karst features investigations were conducted near the depression in the existing road in Segment 1A on 8/21/09.

Utility relocation schedules were prepared and signed by the Utility Companies. Utility relocation work has been in progress since the beginning of February 2008. Most of the relocations and adjustments are done. Installation of potable water line is complete in Segments 3A, 1A, 1B and 2. Sanitary sewer lines are complete on Segment 2. Final utility relocations and adjustments are in progress in Segment 3B. Additional sanitary sewer work has been initiated near the Woodville Highway intersection (12 inch "bleed-off").

Clearing and grubbing is complete on all Segments. Upon receipt of the EMP permits for Segments 3A, 1A, 1B and 2, installation of drainage pipes and structures on eastbound lanes in these Segments is complete. The embankment, concrete curbs, limestone base course and structural asphalt have been placed on the eastbound lanes of these Segments.

Temporary traffic signal installation at the Lakes at San Marcos intersection on Woodville Highway is complete. The relocation of the interconnect cable is complete. Work on the temporary traffic signal for MOT at the Woodville Highway intersection has started.

The Dispute Resolution Board (DRB) meeting was held on 8/20/09.

COMPLETED: Installed parts of drainage system on CCSE eastbound lanes in Segment 3B, west of Woodville Highway. Graded and stabilized CCSE eastbound lanes west of Woodville Hwy, placed outside curb and lime rock base course. Continued implementation of Blueprint comments on 100% complete roadway plans and drainage design. Continued design revisions and coordination of drainage requirements with Leon County, Blueprint and FDOT for Brent Pond and Woodville Highway intersection area. Continued landscaping on Segments 1A, 1B and 2. Installed temporary traffic signal pole at CCSE and Woodville Highway intersection. Continued final grading and sodding of Ponds 200 and 300 and grading of Pond 300 conveyance easement, installed elements of the closed drainage system on the east side of Woodville Highway, south of CCSE. Conducted preliminary karst features investigation in Segment 1A near the depression in the existing road (Sta 1159+35).

TO BE COMPLETED: Conduct CEI progress and utility meeting, DRB meeting and design progress meeting. Provide responses to Blueprint comments on 100% complete plans for Segment 3B and submit RFC plans for that Segment. Continue landscaping on Segments 1A, 1B and 2. Continue construction of Ponds 100 and 100A in Segment 3B. Start installation of sanitary sewer "bleed-off" in Segment 3B. Continue drainage pipes and structures installation in Segment 3B. Complete MOT transition on the east end of the project and switch traffic to eastbound lanes. Place structural asphalt on CCSE eastbound lanes west of Woodville intersection and place pavement markings for switching of traffic. Install temporary traffic signal at CCSE and Woodville Hwy intersection and switch traffic to CCSE eastbound lanes at the end of September.

Right of Way:
Blueprint is in possession of all parcels. Two parcels are in litigation.

E1 - Capital Circle SE – Tram Road to Connie Drive

Project Description:
The proposed 3.44-mile project along Capital Circle Southeast (US 319/SR261) extends from south of Tram Road to Connie Drive (milepost 1.931 and 5.371) in Leon County and includes expanding the existing two-lane undivided rural roadway to a six-lane divided urban (curb and gutter) facility. The purpose of the roadway improvement project is to increase the capacity and safety of the existing highway. New traffic signals, including ITS features, will be provided at six intersections: Tram Road, Shumard Oak Boulevard, Merchants Row Drive, Blair Stone Road, Orange Avenue and Old St. Augustine Road. The project also includes significant landscaping as well as pedestrian, bicycle and recreational amenities.

Project Status:
Blueprint 2000 issued Final Acceptance Letter for this project on 6/16/08.

The total contract duration was 1253 calendar days.

The final construction cost was $37,715,142.

Right of Way:
Blueprint is in possession of all parcels. One parcel is still in litigation.

C2-Capital Cascade Trail-Segment 2

Project Description:
Within the Capital Cascade Trail, Segment 2 is from Lafayette Street to South Monroe Street.

Project Status:
Letter of Authorization #5 and #6 were executed on March 9 and May 30, 2006, respectively. The two LOAs have been combined under Segment 2 Design and Permitting task for a total cost of $2,399,652.27. Supplemental Agreement #1 was executed on September 18, 2007 for a total of $1,105,479.33. Supplemental Agreement #2 was issued on December 15, 2008 for a total of $366,216.49.

The new total contract amount is $3,871,348.09.

COMPLETED: Reviewed Statement of Qualifications and will shortlist at least three (3) Contractors on September 17, 2009. Submitted second round of review comments on 90% re-submittal. Submitted responses to review comments from COT on Environmental Management Permit. Submitted responses to FDEP's comments on Individual Storm water Permit. Met and received conceptual approval from FDEP on remediation plan including the potential to permanently remove several sites from Institutional Controls/Restrictive Covenants. Submitted Environmental Construction Management Plan (ECMP) to USEPA for review and approval for Area of Concerns 1-3. Submitted two utility connection permits to FDOT Midway Office for review and approval. Submitted Management and Storage of Surface Waters (MSSW) permit to NWFWMD for review and approval. Submitted Consumptive Use Permit to NWFWMD for review and approval. Scheduled Meeting with DMS to review transformer bank relocation and status of lease request. Prepared piping permit for re-use water line to be submitted to CSX for review and approval.

TO BE COMPLETED: Submit 100% plans and specifications for review. Complete donor website to showcase and sell park amenities including the brick engraving Program. Continue to respond to permit Request for Additional Information. Submit remaining FDOT Permit Applications (two driveway, two drainage and one utility). Continue coordination with COT Electric and Gas. Continue coordination with CSX on Construction Agreement. Continue coordination with COT Underground Utilities on Letter Agreement. Submit Wastewater Permit Application to FDEP.

Right of Way:
DEP TIITF Lease Agreement has been executed with an effective date of September 1, 2008.

C3 & C4 - Capital Cascade Trail – Segments 3 and 4 Design

Project Description:
Phase 2 tasks have been authorized and include the following major elements:
Design and permitting for ditch lining between South Monroe Street and Adams Street
Design and permitting for Coal Chute Pond
60% Construction documents for Black Swamp Nature Park

Project Status:
Blueprint is working with the City Economic Development Office on the design, right-of-way acquisition and construction phases for Coal Chute Pond located in Segment 3 between the CSX Railroad, the St. Augustine Branch ditch and Railroad Square. The City is looking for locations that will provide storm water treatment opportunities for Gaines Street and Railroad Square Redevelopment. COT is preparing an Economic Development Administration Grant Application to fund the design and construction of Coal Chute Pond. Blueprint has identified eight parcels that need to be acquired in order to construct the Coal Chute Pond.

The Phase 1A tasks have been completed and the major tasks included topographic and utility surveys, model construction and existing environmental conditions such as the natural features inventory and permitability assessment.

COMPLETED: Completed Phase 2 survey work for Coal Chute Pond area. Began Phase 2 survey work for Black Swamp Nature Park area. Conducted geotechnical borings in ditch lining area. Performed electrical-resistivity imaging (ERI) testing of Coal Chute Pond area. Began 30% design of ditch lining. Began 30% design of Coal Chute Pond. Attended technical meetings with City CRA on Coal Chute Pond options. Attended TCC and CAC meetings.

TO BE COMPLETED: Continue geotechnical borings in ditch lining area and Coal Chute Park and prepare interim report for use in initial design. Initiate contamination assessment at Coal Chute Pond. Prepare and submit request for inclusion of ditch lining project in City fast-track permitting process. Prepare and submit Coal Chute Pond Land Use Compliance Certificate. Begin design discussions regarding ditch lining options. Continue 30% design of ditch lining. Continue 30% design of Coal Chute Pond.

Other Events/Awards/Ceremonies/Press Releases of Notice:

12/16/2008
The Institute of Transportation Engineers presents Blueprint 2000 "The Organization of the Year Award"
The Blueprint 2000 team including staff, the General Engineering Consultants (GEC) and various in-house consultants, today received The Organization of the Year Award from The Big Bend Florida Chapter of the Institute of Transportation Engineers (ITE). ITE is an international educational and scientific association of transportation professionals who are responsible for meeting mobility and safety needs. Executive Director, Jim Davis and Program Manager, David Snyder were honored to receive the award on behalf of Blueprint 2000. To learn more about ITE, please visit them on the web at, www.ite.org.

The award was presented by ITE President, David Bright, and President-Elect Ryan Wetherell of the Big Bend Chapter. Mr. Wetherell congratulated Blueprint 2000, saying The Big Bend Florida Chapter of the Institute of Transportation Engineers is pleased to present the 2008 Organization of the Year Award to Blueprint 2000 for their contribution to the chapter and for their dedication to advancing and improving the transportation facilities in Tallahassee and Leon County.

06/01/2009
Martha Wellman's Life is Celebrated at Park Dedication Ceremony
Blueprint 2000 and Leon County officials will gather on Monday, June 1st at 9:30 a.m., along with family, friends and colleagues for the dedication of the "Martha Wellman Park". The Martha Wellman Park is located on West Tennessee Street west of Capital Circle NW (5317 West Tennessee Street). This project creates a 4,000 foot long multi-use trail around the 15-acre storm water pond, of which 70 percent of its capacity is for retrofit treatment. The park will also include recycled benches and receptacles along the trail, lighting and significant landscaping. It will be a wonderful addition to the west side of town and honors all the things Martha stood for and implements fully, the holistic philosophy of the Blueprint 2000 authors. In addition, this location is within the Lake Munson Drainage Basin, which was a particular passion of Martha.

07/16/2009
Blueprint 2000 Assists in SciGirls Camp for Second Year
Blueprint 2000 will assist the SciGirls Camp on Storm water Improvements Wednesday, July 15, 2009 and Thursday, July 16, 2009 from 9:30 a.m. to 12:30 p.m. SciGirls Camp is for girls in sixth through tenth grade.

Summary of Interviews

Interviews were conducted by Dr. Scott Helzer and Mr. Lee Howell. The interview questions were developed from the Blueprint 2000 mission statement and its stated goals. The responses were grouped by question and then summarized to include the content of each response.

Audit of Performance Satisfaction

Based on interview participant responses, the community officials and consultants that work with Blueprint, the community is very pleased with Blueprint 2000's accomplishments for the 2008-09 time period. The Blueprint 2000 team and its organizational structure have been and continue to be ranked best in class as an Intergovernmental Agency. They have a dedicated staff that works great as a team; many praises were offered for the outstanding leadership of Jim Davis. Blueprint has also been effective with their interactions, coordination, and collaboration with the city and county staff, CRTPA, and FDOT, as well as with the CAC and the TCC.

Blueprint uses a careful approach and very well thought out process when making decisions; they use sound, innovative business practices which demonstrate timely, efficient, and effective operations. They ensure that priority projects (Tier 1) are pursued and that money is not diverted to lower Tier projects. They also use the established protocols when the need arises to change the priorities on the Tier 1 and Tier 2 projects list. When it comes to funding, Blueprint 2000 is very successful in their approach as they aggressively seek and obtain matching funds from state and federal programs. Their ability to leverage community funds with state and federal funds to acquire additional funding is one of their greatest strengths; they leveraged over $100 million to offset local revenue shortfalls. Another noted strength is their ability to get projects done on time and within budget.

Blueprint's completed and projected projects have been highly effective in reducing traffic congestion by improving local and state roads while also reducing storm water and flooding potentials. They have also been highly effective in protecting lakes and drinking water while expanding natural areas, parks, and recreational facilities.

Blueprint has been and continues to be as one participant stated at a 10 on the ten point scale when it comes to keeping the public informed and involved through their website, articles, news releases, ceremonies, and public appearances. The participants indicated a high degree of satisfaction with the management of projects and the operations of Blueprint. The consensus agreed that transportation is better today because of Blueprint 2000. Blueprint has become a sense of pride for the community as a whole.

Although Blueprint already makes a positive impression on the community, there are several *suggestions for improvement* that could make an even bigger impact and possibly gain greater support and involvement from the community: 1) Obtaining more money to get projects in waiting started and completed faster; 2) strengthening of communication networks to optimize efficiencies within the RFP process; 3) putting additional emphasis on a more efficient filing system; 4) working more closely with the city and county staff to determine how long range planning may affect current projects; 5) providing additional emphasis on storm water management; 6) public displays of the impressive presentations that are used in committee meetings (toot their horn); and 7) providing more public outreach and education about the Blueprint process.

In summation, Blueprint 2000 continues as a highly effective organization that is making a positive impact on the community with their sound business and management practices while keeping the public informed. They have been extremely successful in obtaining additional funding while completing

projects on time and within budget. Transportation in Tallahassee and Leon County is better today because of Blueprint 2000. Anthony Robbins an advisor to several U.S. presidents stated, “If you want to be successful, find someone who has achieved the results you want and copy what they do and you'll achieve the same results.” As a mark of Blueprint’s success several cities have come to Tallahassee to study the Blueprint model and to replicate it in their own communities. Blueprint stands out as a bright and shining star of success vested in the people, by the people, and for the people of Tallahassee.

Attachment One

Interview Responses by Question

BP2K Interview Responses 2008/2009

Key:

1. Very poorly or very ineffective
2. Poorly or ineffective
3. Average
4. Above average or effective
5. Excellent or very effective

1. Based on your observations has Blueprint 2000 continued to comply with the initial enabling ballot language?

   a. Yes.
   b. Yes, mostly. There is a tendency to favor road way projects over storm water and green way projects.
   c. I think so.
   d. Yes for enabling projects but no for policies; some of the policies have never been implemented into codes.
   e. Yes.
   f. Yes 5.
   g. Yes.
   h. Yes.
   i. Yes.
   j. Yes 5.
   k. Yes, as in all previous years Blueprint 2000 continues to be compliant with the enabling ballot language.
   l. Yes.

2. Is the current Blueprint 2000 organizational structure effective? On a scale of 1(low)-5 (high).

   a. Yes, 2.5.
   b. Yes, I think the governance is pretty adequate.
   c. I do, they are very well organized (5)
   d. Yes.
   e. Yes, it meets the requirements.
   f. 4.5.
   g. Yes.
   h. Yes.
   i. Yes, I believe so. I went before the board everything seems to function well.
   j. 5.
   k. Yes, based on the mission Blueprint 2000 is well organized and very effective.

l. Developers and staff made errors in issuing RFPs.

3. Are the established protocols providing adequate information for the review of Blueprint 2000 project spending?

   a. Yes.
   b. It's good (rate 5).
   c. Yes. We have developed relationships, procedures and protocols were ok, and we all learned from each other and how to advance to project through the construction. So the process continues to develop and improve and become more efficient.
   d. Yes, they've done a very good job.
   e. Yes.
   f. Yes.
   g. Yes.
   h. Yes.
   i. Yes.
   j. 5.
   k. Yes, the meetings of the Intergovernmental Agency, the monthly Production Reports, and the Master Plan provide an excellent system to monitor spending. Additionally the city maintains the accounting records for Blueprint, which are available if requested.
   l. Yes.

4. Has Blueprint 2000 continued to coordinate and plan in a holistic manner programs that address such issues as storm water, water quality, environmental, and transportation?

   a. Yes.
   b. Yes, but there's not a lot of planning going on because projects are in the queue. We have a lot of unmet needs for conservation land purchases and so forth. I wish that Capital Cascade Greenway would be accelerated, because that's the real transformational project of Blueprint. I wouldn't mind postponing some road way projects and reprogramming the money for CC Greenway. I like the governance of it and it's one of the strength and the fact that we have a separate staff dedicated to Blueprint.
   c. They are adequate (rate 4).
   d. Yes.
   e. Yes.
   f. Yes.
   g. Yes.
   h. Yes.
   i. Yes, they have to meet the same requirements that we do.
   j. Yes.
   k. Yes, the holistic approach is ongoing as identified in the current Cascade Trail design process.
   l. Yes, very well.

5. From your interactions with Blueprint 2000 are efforts coordinated with the planning phases of economic development & sector planning?

    a. For the period in question yes, but for the future I believe they can improve by working more closely with the city and county staff to see what is in their plans. We do our sector planning, the Tallahassee Chamber, not sure about the other.
    b. I don't really get involved in that so I can't really give you an answer.
    c. Yes. (4)
    d. Yes, not tied into all that.
    e. Yes. (4)
    f. Yes. (4)
    g. Yes. (4)
    h. As far as I know, they are. All checks and balances are in place and well used.
    i. Yes. (4)
    j. Yes, I know that Blueprint routinely coordinates with CRA and the Planning Dept.
    k. Yes, well coordinated. (5)
    l. NC

6. How effective do you feel Blueprint 2000 is as an Intergovernmental Agency?

    a. Yes.
    b. 5.
    c. 4, but I have limited exposure.
    d. 5.
    e. 5.
    f. 5+.
    g. 5 Very Effective; Jim does a great job!
    h. Yes.
    i. 4, they function very well.
    j. 5.
    k. Very effective, it has been used as a model for other communities.
    l. Vendor issues. Discussing issues more thoroughly to improve communication and reduce protests for mistakes made.

7. How effective is the interaction of Blueprint 2000 with the CAC and TCC?

   a. I don't know about the Citizens Advisory Council, but with the TCC their interaction is effective but the recommendations don't seem to be utilized. It's good.
   b. Yes, based on the committee I served on. I was impressed with the way the process ran.
   c. Very Effective.
   d. 5; but I can't speak for CAC.
   e. Very Effective.
   f. Effective.
   g. Yes.
   h. I don't know of any shortcomings, so yes.
   i. Yes 5.
   j. I believe that the TCC is also effective but most of the staff communication and collaboration is done on a project staff level not the committee.
   k. Very good.
   l. NC

8. How well has Blueprint 2000 demonstrated its Decision-making authority?

   a. Yes.
   b. Most of the basic decisions are already made, it's just a matter of allocating declining revenues, that's the challenge. Just coming up with the money to purchase right-of-way, etc… is a challenge because sales revenues have been declining compared to previous estimates.
   c. Yes, I don't see any problems.
   d. Very Well.
   e. 4.
   f. Yes.
   g. Yes.
   h. Yes.
   i. I believe they do. Yes.
   j. 5.
   k. This is a strong point. We have delegated the authority to the Intergovernmental Management committee and Director to make timely decisions that have accelerated our projects. The IA clearly acts as a policy board.
   l. Yes, except the protest problems and contract award—needs improvement.

9. Is the length of time required by Blueprint 2000 to make decisions acceptable?

a. Yes.
b. Yes.
c. It's a careful approach and is well thought out.
d. 70% better than city and county.
e. Yes.
f. Yes.
g. Yes.
h. Yes.
i. Yes,
j. 5.
k. As mentioned above, Yes. Blueprint anticipates decisions well in advance and requests authority from the IA before a decision needs to be made. This clearly ensures that projects are not delayed pending decision by the IA.
l. Yes.

10. Is the effectiveness and productivity of Blueprint 2000 adequate in relation to coordination and collaboration with City and County staff, Capital Region Transportation Planning Agency (CRTPA), Florida Department of Transportation (FDOT), and other affected parties and organizations?

a. No, (when asked if that reduces their effectiveness, he responded:) it creates conflicts
b. The coordination of the first three is pretty good; with FDOT, it's not good enough. There's a fundamental bias with District 3 DOT; DOT districts have a great deal of autonomy, so many of their consultants live there and they don't appreciate urban transportation and that comes out in what their tendency to look at motorist safety and not bicycle, etc… safety. Their designs are out dated, concept of complete streets they don't seem to be aware of, although headquarters support's it, but it just isn't filtered down.
c. I'm not the best person to answer that. But they have been effective with issues that I dealt with them on.
d. Yes.
e. Yes.
f. Yes.
g. Yes.
h. Yes.
i. Yes, but there are some additional coordination could be better. It's more of a checks and balance, if the department had talked with them we could have guided them in a different direction and eliminated an issue (communication breakdown).
j. Yes, 5.
k. Yes, Blueprint has demonstrated its desire and ability to coordinate with other agencies and staffs. This collaboration produces mutually beneficial projects for all concerned.
l. Yes.

11. Are Blueprint 2000 agenda items properly presented to all related committees?

a. Yes.
b. I think so.
c. Yes.
d. Yes.
e. Yes.
f. Yes.
g. Yes.
h. Yes, but I only see CACs.
i. Yes.
j. Yes – 4 – IA committee (Anita' group), hard to get Anita and PA in a room together.
k. Yes, subject to the requirements of the bylaws and desires of the committees.
l. Yes.

12. Based on your perception, did the community support/involvement for Blueprint 2000 in the past year?

a. Yes.
b. Yes. They seem to be pleased with the way things are going.
c. The impression is that people are happy with it.
d. Yes, about the same as last year.
e. Yes.
f. Yes, about the same as last year.
g. Yes, more than last year.
h. Yes, as far as I know.
i. Yes, they hold a number of public meetings; they've been more successful than we have been.
j. Yes 5.
k. Absolutely, I believe that Blueprint is a source of pride for the community as a whole.
l. Yes.

13. How effective has Blueprint 2000 been at keeping the public informed and involved?

a. Yes.
b. Yes.
c. Yes, I like the signs they put up.
d. Very effective.
e. Very effective.
f. 5.
g. Effective.
h. Yes.
i. Yes.
j. 5.
k. I believe that all reasonable efforts to keep the public informed have been made. Blueprint's public involvement office ensures that information is available to the public via their web site, articles, news releases, ceremonies, and public appearances.

l. 5 Effective.

14. How effective has Blueprint 2000 been at seeking and obtaining matching funds from state and federal programs?

a. Yes, very effective.
b. Yes, very effective.
c. Yes, it's adequate.
d. Very Effective.
e. Very proactive.
f. 5.
g. Yes, very effective.
h. Extremely effective.
i. They are very aggressive when it comes to seeking out funds, regardless of the source. They assisted us in getting funds as well.
j. 5 out of 5.
k. The fact that Blueprint has leverages over $100M speaks for itself.
l. 5 – Very effective, worked hard.

15. As an Intergovernmental Agency what are Blueprint 2000's strengths for the past year (October, 2008 to September, 2009)?

a. Their PR work in the community strength.
b. Having a dedicated staff whose sole purpose is to advance the program.
c. They employed a good staff that are very knowledgeable and in tune with the projects.
d. Their ability to work with the city and county staff and with the commissioners. Also their ability to capitalize on state funds and grants and bring in additional money.
e. Their general consensus building with all the groups and dealing with all the politics involved.
f. Their staff is the biggest strength; Jim does an excellent job of managing the staff.
g. Great staff, Jim is great person for this job.
h. They have leveraged the dollars received through sales tax very, very well.
i. Because they are part of the locals, they have the ability to work through issues and not be looked upon as outsiders.
j. Their ability to execute projects on time and within budget; as well to find the money to do projects.
k. A very strong staff, excellent teamwork within the organization, credibility with everyone.
l. Getting projects done on time and within budget. Communication is good.

16. As an Intergovernmental Agency what are Blueprint 2000's weaknesses for the past year (October, 2008 to September, 2009)?

a. The selection of the contractors for the project; in the RFP and the bidding process. (How should it be changed?) That requires a long answer, not enough time to respond.
b. Can't think of any.
c. They are far away and I can't get to them quickly.
d. N/A.
e. None.
f. Find a way of leveraging the environmental aspects of transportation, more effort placed on that area.
g. Challenges, the economy, having to adjust.
h. None.
i. They have a series of plans/agenda, so they are forced to move on those in a short period of time, which could be good or bad. Communication coordination.
j. No deficiency noted.
k. According to Mr. Davis an increase in information via Public Record Requests coupled with a marginal internal filing system has been a distraction to the mission.
l. Protests.

17. What single action would make Blueprint 2000 more impactful?

a. They already have a pretty good positive impression, they should stay the course.
b. More money.
c. If the public could see some of the presentations we see, they are pretty impressive, maybe add to website or public updates on projects.
d. More frequent publicity.
e. No comments.
f. Continuing complete project on time and within budget.
g. Revisit the overall focal awareness of the project, especially if there is a re-up on the half penny.
h. More money to get projects on the ground faster, not in their control.
i. Hard to say, we've been very successful. Some of the parts are greater than the whole. Transportation is better today because of Blueprint.
j. Funding, if they can open up the funding to get the projects done, the sky is the limit. They can really get projects on the waiting done.
k. Again, according to the director, emphases need to be placed on a more efficient filing system.
l. Better contracting with the RFP process.

18. What improvements would you recommend to increase community support and involvement for Blueprint 2000?

a. They are already doing very well.
b. Continuing to make progress on existing projects.
c. If the public could see some of the presentations we see, they are pretty impressive, maybe add to website or public updates on projects.
d. I think PR, I don't think they need to have forums; they need to toot their horn.
e. Keep the public aware of what's going on, provide more public education.
f. Environmental aspects.
g. Not sure they could do it any better.
h. They keep the public informed via their website and public media
i. Hard to say, they are many challenges. Cost of right away is increasing, the cost of projects, etc…
j. They do a good job promoting.
k. More public outreach would improve this however; I believe the current amount of community involvement is adequate.
l. FAMU Way, outreach programs, display and storyboards.

19. What outcomes do you believe need to be achieved for Blueprint 2000 to be considered successful in the coming year (Oct 2010 to Sep 2011)?

a. The two major projects when they start construction should go smoothly within budget as few changes outs/auditor as possible, etc…
b. Getting the Cascade Park done.
c. Keeping the current big projects from falling, keep the momentum, the cascade trail project is the crown jewel of their projects that would be great to complete.
d. They have to show quick results at Cascade Park.
e. Cascade park and get the permits secured for Capital Circle SW.
f. Cascade Park, get it completed.
g. Cascade Park, communication to the community of what the Blueprint does and why.
h. Successful negotiations on the bid protest.
i. Capital Circle project completion.
j. Cascade Park, and Right-away acquisition assoc. with Cascade trail and FAMU way, E3 FY 2011, Franklin Blvd. Design work associated with segment 4.
k. Commence construction of Capital Cascade Trail, begin design of Franklin Blvd, and begin construction on Capital Circle: Woodville to Crawfordville and West Tennessee to Blountstown Highway.
l. Cascade Park and Franklin Blvd.

20. How effective has the program been in ensuring that priority projects are pursued (Tier 1), and that no money is diverted to lower Tier projects?

a. Yes.
b. We already have a good system in place so that not something to worry about.
c. Not involved.
d. Fairly effective.
e. Yes.
f. Yes.
g. Have not observed this aspect
h. Yes.
i. N/A.
j. 5.
k. The agency has been unswerving in its application of the interlocal Agreement and bylaws.
l. Good job, effective.

21. Is the established protocol for changing the priorities on the Tier 1 and Tier 2 project lists acceptable?

a. Yes.
b. 2.
c. 2.
d. I think it works as well as it can
e. 2.
f. Yes.
g. 2.
h. Yes.
i. N/A – not involved with that.
j. Yes.
k. Yes, this should not be too easy. The process currently in place is excellent.
l. Yes.

22. How effective have completed and projected Blueprint 2000 projects been in reducing traffic congestion by improving local and state roads while also reducing storm water and flooding potentials?

a. Very effective.
b. They've been pretty successful, 4 on scale of 1-5.
c. Projects in process, when completed will present evidence their effectiveness.
d. Extremely effective 5 out of 5.
e. 4.
f. 5 on traffic (4 storm water).
g. Very effective.
h. Very effective (more capacity on Capital Circle after widening).
i. Very successful, if you drive on the roads you can see congestion has been reduced.
j. Very effective on traffic, not familiar with storm water projects. 5.
k. Excellent and will improve even more as projects are completed.
l. Need to finish more projects before we can make an assessment.

23. How effective are completed and projected Blueprint 2000 projects in protecting lakes and drinking water while expanding natural areas, parks, and recreational facilities?

a. Very effective.
b. 5 out of 5.
c. Yes (4).
d. Yes Blueprint is effective.
e. 3; they can always do better storm water.
f. Very effective.
g. Very effective.
h. Yes.
i. Very successful (4) only because there is always room for improvement.
j. 5.
k. Capital Cascade Trail and Park will be a major step in this direction. Other projects all incorporate these facets as well.
l. Good job.

24. How effective has Blueprint 2000 been at using sound, innovative business practices that demonstrate timely, efficient and effective operations?

a. Average.
b. We've been using sound business practices.
c. Yes (4).
d. Extremely effective. Recommend Jim gets a raise.
e. Yes.
f. Very effective.
g. Very effective.
h. Yes.
i. Creatively, 5 – very effective.
j. 5.
k. Very good, the design build concept and incentive right of way program attest to the out of the box thinking.
l. 4.

Attachment #9A

General Engineering Consultant Contract

CITY OF TALLAHASSEE

February 27, 2009

Vendor: BluePrint 2000 / The LPA Group Incorporated

Contract documents have now been executed by all parties and we are enclosing a copy for your files.

Project: Renewal of Contract No. 597 for General Consulting Services

If you have any questions, please contact Helen Jackson of our office at (850-891-8127)

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Mayor

ANITA F. THOMPSON
City Manager

ANDREW GILLUM
Commissioner

JAMES R. ENGLISH
City Attorney

ALLAN J. KATZ
Commissioner

GARY HERNDON
City Treasurer-Clerk

DEBBIE LIGHTSEY
Commissioner

SAM M. McCALL
City Auditor

MARK MUSTIAN
Commissioner

BLUEPRINT 2000 INTERGOVERNMENTAL AGENCY CONSULTANT AGREEMENT

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Blueprint 2000 Intergovernmental Agency

CONSULTANT AGREEMENT

Renewal of Contract No. 597

THIS AGREEMENT to renew Contract No. 597, as provided in Exhibit "A", at Section III B, of the Consultant Agreement, made and entered into on February 27, 2009, by and between the **City of Tallahassee/Leon County Blueprint 2000 Intergovernmental Agency**, hereinafter called the Agency and **THE LPA GROUP INCORPORATED**, 1320 Executive Center Drive, Suite 100, Tallahassee, Florida 32301, authorized to conduct business in the State of Florida, hereinafter called the Consultant.

WHEREAS, the Agency is an intergovernmental agency created by the City of Tallahassee ("City") and Leon County ("County"); and,

WHEREAS, the Agency issued a certain Request for Qualifications (RFQ No. 0016-03-CB-TC) and a Request for Proposals (RFP No. 0016-03-CB-TC), hereinafter respectively called the "RFQ" and the "RFP", seeking proposals for the provision of certain professional work and services; and,

WHEREAS, the Consultant responded to the RFQ and RFP by submitting certain proposals, dated December 13, 2002 and March 14, 2003 (the "Proposals"), which are on file with the Agency and are by reference incorporated herein; and,

WHEREAS, the Agency and Consultant now desire to enter into an agreement relating to the provision of such work and services;

NOW, THEREFORE, the Agency and Consultant, in consideration of the promises and covenants set forth herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **SERVICES AND PERFORMANCE:**

   A. The Agency does hereby retain the Consultant to furnish certain services in connection with the Blueprint 2000 and Beyond Program. Such services may include any of the services described in Exhibit A and Proposals (Scope of Services), which are attached hereto and by reference incorporated herein, and shall be furnished in accordance with this Agreement.

   B. The Consultant shall provide to, and perform for, the Agency such services, within the Scope of Services, as may be set forth in one or more Letters of Authorization ("LOA"), in the form set forth in Exhibit B (Letter of Authorization), as issued by the Agency and accepted by the Consultant. Each LOA so issued and accepted shall become a part of this Agreement. In providing such services, Consultant shall utilize minority or disadvantaged businesses, or minority persons, in accordance with Exhibit C (MBE/DBE Utilization Plan).

   C. Before making any additions, deletions, changes, or revisions to the said Scope of Services or to services authorized under an LOA, the parties shall negotiate any necessary cost changes and shall enter into a mutually acceptable amendment to this Agreement or to the specified LOA. Reference herein to this Agreement or to an LOA shall be considered to include any amendment thereto.

D. In the performance of professional services, the Consultant shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The Consultant shall use due care in performing in a design capacity and shall have due regard for acceptable standards of design principles. Upon completion of construction of the project for which such design services are performed and for a period of twelve (12) months thereafter, if the services provided hereunder do not so conform, and the same is reported to Consultant by Agency in writing promptly after recognition thereof, Consultant shall at no cost to Agency, furnish all remedial professional services required in connection therewith as soon as reasonably possible after receipt of such report from Agency. All representations, warranties and guarantees made by Consultant in connection with its services are limited to those set forth in this Agreement. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. The remedies of Agency as set forth in this Section 1.D are intended to be cumulative, and Agency shall be entitled to pursue any and all other remedies available to it, whether at law, in equity, or set forth in this Agreement, and whether the claim arises under contract, tort (including the concurrent or sole and exclusive negligence), strict liability or otherwise of Consultant or its subconsultants.

E. Consultant and the Agency, as applicable, shall develop a mutually agreeable schedule for completion services under each LOA. That schedule shall include all tasks and related subtasks to be performed by Consultant for that phase, the dates said tasks and subtasks shall be completed, and a final completion date. The Consultant agrees to provide project schedule progress reports, as set forth in each LOA, in a format acceptable to the Agency and at intervals established by the Agency. The Agency 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. The Consultant shall maintain coordination with Agency staff and, on behalf of the Agency, with other agencies interested in a particular project. Either party to the Agreement may request and be granted a conference.

F. All services shall be performed by the Consultant to the satisfaction of the BluePrint 2000 Director. The decision of the Director shall be final and conclusive, unless within fifteen (15) days from the date of receipt of such decision, the Consultant furnishes to the Director a written notice of dispute. In the event a decision of the Director is the subject of a dispute, the initial remedy shall be non-binding mediation with subsequent appropriate legal proceedings if required. Pending any settlement or binding decision, appeal, or judgment, the Consultant shall proceed diligently with the performance of this Agreement.

G. Adjustments of compensation and contract time because of any major changes in the Scope of Services, under this Agreement or a specific LOA, that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) to such document(s) of such a nature as required shall be entered into by the parties in accordance herewith. In the event that the Consultant and the Agency are not able to reach an agreement as to the amount of compensation to be paid to the Consultant with respect to any such changes desired by the Agency, upon written direction from the Agency, the Consultant shall be obligated to proceed with such changes in a timely manner for the amount determined by the Agency to be reasonable. In such event, the Consultant shall have the right to file a claim with the Agency for such additional amounts as the Consultant deems reasonable; however, in no event shall the filing of the claim or

the resolution or litigation thereof through administrative procedures or the courts relieve the Consultant from the obligation to timely perform such services as modified by such changes.

H. In the event the work covered by this Agreement includes the preparation of construction plans, it is understood that the work may be divided into two or more construction projects by the Director and that, if this is done, the Consultant shall supply construction plans for each project.

I. The Agency shall provide computer equipment for use by Consultant personnel working on-site at the Agency on a day-to-day basis in accordance with the RFP. Certain network services for such personnel, as well as dial-up access to certain network services, will be made available by the City. Utilization of such network services or access by Consultant or its employees shall constitute agreement to be bound to the City by, to comply with, and to condition future access on compliance with, the Information Systems Security Policy of the City. The Consultant shall be liable to the City for all acts and omissions by Consultant, its employees, and all other persons obtaining access by or through Consultant, for all damages to its network and equipment, including all related costs and expenses incurred by the City, resulting or arising from the use of such network.

All design work performed by the Consultant for projects where anticipated construction cost is one million dollars ($1,000,000) or more may be subject to Value Engineering as defined in Florida Department of Transportation, Office of Project Management, Topic 625-030-002e, Value Engineering Program and will be so specified in the related LOA. The Agency further reserves the right to subject projects of lesser construction cost to Value Engineering should the Agency deem circumstances are present that warrant such a decision. Value Engineering may be performed at any stage of the design process.

K. The Agency shall not use plans, documents, studies, or other data prepared by the Consultant under this Agreement for any purpose other than that intended by the terms of this Agreement and the related LOA.

L. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived from there, shall be considered works made for hire and shall become the property of the Agency upon completion or termination, subject to Paragraph 1.K above; and shall be made available, upon request, to the Agency at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant shall not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the drawings of the Consultant. Unless changed by written agreement of the parties, said site shall be the Office of Blueprint 2000.

2. **TERM:**

A. The term of this Agreement shall be five (5) years from the date of issuance of the first LOA, subject to renewal, as provided in Exhibit A, at the sole discretion of the Agency. The decision to renew will consider: periodic review, approval and satisfaction with the Consultant's performance. This Agreement may be terminated by the Agency at any time in accordance with Section 6. hereof. In no event, however, shall the services extend beyond a five-year period without written authorization.

(1) Services to be rendered by the Consultant shall commence, subsequent to execution of this Agreement, upon the Consultant's acceptance of specific LOAs from the Director.

(2) The Consultant shall complete all assigned services within the time allotted by the particular LOA permitting the Consultant to commence specified services.

B. In the event there are delays caused by the Agency in approval of any of the materials submitted by the Consultant or if there are delays occasioned by circumstances beyond the control and without fault or negligence of the Consultant which delay the scheduled completion of services under an LOA, the Agency may grant an extension of time equal to the aforementioned project schedule delay, as a minimum, by issuance of an Amendment to the LOA.

C. It shall be the responsibility of the Consultant to ensure at all times that sufficient time remains in the schedule within which to complete the services under each LOA. In the event there have been delays, which would affect such schedule, the Consultant shall submit a written request to the Agency, which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. The Agency will review the request and make a determination as to granting all or part of the requested extension.

D. In the event time expires for performance of services under a particular LOA and the Consultant has not requested, or the Agency has denied, an extension of the scheduled completion date, partial progress payments will be stopped on the date time expires. No payment shall be made for services performed after the scheduled completion date until a time extension is granted or all services have been completed and accepted by the Agency.

3. **COMPENSATION AND PAYMENT:**

A. The Agency agrees to pay the Consultant compensation for services satisfactorily performed in accordance with Exhibit D (Method of Compensation), which is attached hereto and by reference made a part hereof.

B. Invoices for fees or other compensation for services satisfactorily performed and milestones completed during a month, or reimbursement of expenses incurred during a month, shall be submitted to the Agency on or before the 10th day of the following month. Such invoices shall contain detail sufficient for a proper preaudit and post audit thereof and shall be accompanied by a written progress report prepared in accordance with Section 1.E. The Agency shall render approval or disapproval of an invoice and progress report within five (5) working days of receipt unless otherwise provided in the applicable LOA.

C. Reimbursement for authorized travel expenses incurred in performing services under this Agreement will be made by the Agency in accordance with Article III, Chapter 2, City of Tallahassee Code, and City Travel Procedures (Section 602, City of Tallahassee Administrative Procedures Manual). Claims for reimbursement of travel shall be submitted on the approved City Travel Expense Form. All such reimbursements will be subject to limitations set forth in the applicable LOA.

D. Records of costs incurred in relation to provision of services under this Agreement,

including without limitation all project records, all supporting documents and records of the Consultant and all sub consultants, and all other records of the Consultant and sub consultants considered necessary by the Agency for a proper audit of project costs shall be maintained and made available upon request to the Agency at all times during the period of this Agreement. Copies of these documents and records shall be furnished to the Agency upon request. Records retention shall be in accordance with the State of Florida General Records Schedule GS1-L, for Local Governments, items 57,64,65.

E. Proper invoices submitted to the Agency will be paid in accordance with the Florida Prompt Payment Act (Section 218.70, Fla.Stat.).

F. Except for issues arising solely from claims based on contractual indemnification, the Agency shall have the right to retain out of any payment due the Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to the Agency by the Consultant under this or any other Agreement between the Consultant and the Agency. The Agency may withhold payment on any invoice in the event that the Consultant is in default under any provision of this Agreement as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold shall continue until such time as the default has been cured, and, upon cure, the Agency shall have the right to retain an amount equal to the damages suffered as a result of the default.

G. Performance Bonus/Liquidated Costs.

(1) Semi-annually the Consultant shall receive a written evaluation of its performance. This evaluation will be conducted by a committee consisting of the Director of Blueprint 2000 and not less than two (2) Blueprint personnel designated by the Director. The committee members will evaluate the Consultant's performance in accordance with the criteria and process set forth in this Agreement and in Exhibit E (Performance Evaluation Criteria), which is attached hereto and by reference incorporated herein.

(2) In order to facilitate the evaluation process, the Consultant will prepare and present to the Director, within twenty-one (21) days following the end of each evaluation period, a report, acceptable in format and content to the Director, documenting its performance during the evaluation period in reference to each of the performance criteria and providing supporting management graphs, charts and statistics. Additionally, at the request of the Director, the Consultant will make an oral presentation to the evaluation committee regarding the submitted report and documentation,

(3) The Director will forward the committee's evaluation to the Intergovernmental Management Committee, or their designees, (collectively, "IMC") for their review and approval. The IMC shall consider that evaluation and shall either approve it or send it back to the Director for further review based on specified issues or concerns. In the latter event, the committee will review the issues or concerns raised, and, if appropriate, re-evaluate the Consultant in accordance with Exhibit E. The Director, in the same manner as before, will forward the results of the committee's review, and any re-evaluation prepared by the committee, to the IMC, who, at their discretion, will either approve the resulting evaluation of the Consultant or will prepare their own evaluation of the Consultant in accordance with Exhibit E. The decision of the

IMC shall be final with regard to evaluation of the Consultant.

(4) Based on the action taken by the IMC, the Consultant may either receive a performance bonus or may be required to pay to the Agency, or the Agency may withhold from amounts otherwise due the Consultant, liquidated costs, the amount of which shall be calculated in accordance with Exhibit E

(5) The maximum value of the performance bonus or liquidated damages for each evaluation period shall be equal to the lesser of 10% of all contract management billings during the period or $50,000. Funds not awarded to the Consultant as a performance bonus for a particular evaluation period shall not be available for future awards. The Consultant shall include the amount of any performance bonus awarded to it as a separate line item payment on its next monthly invoice following the date of that award. The Consultant shall include any liquidated costs as a separate line item credit or deduction on its next monthly invoice. If some or all of such performance bonus or liquidated costs are not paid in the foregoing manner within forty-five (45) days following the date of award or assessment, the Agency or Consultant, as appropriate, shall pay such unpaid or uncollected amount directly to the other party, unless otherwise agreed in writing by the parties.

(6) The parties agree that an average weighted score, on any periodic evaluation of Consultant's performance, equal to 44 or less is indicative of inadequate performance by the Consultant. The parties further agree that such performance would cause the Agency to experience project or work delays, suffer efficiency or productivity losses, and cause other adverse impacts that would be difficult, if not impossible, to value. As a result, the foregoing liquidated costs are set forth not as a penalty but as an agreed measure of the costs associated with such delays, losses, and adverse impacts.

(7) The parties agree that a total average weighted score, on any periodic evaluation of the Consultant's performance above 90 is indicative of superior performance and will entitle the consultant to 100% of the available performance bonus for the evaluated period. Additionally a total average weighted score, on any periodic evaluation of the Consultant's performance below 10 is indicative of unacceptable performance and will cause the Consultant to forfeit 100% of the available liquidated cost pool. Finally an average score of 30 or less (un-weighted) in any single evaluation criteria, regardless of the total weighted average score, will be considered substandard performance and no performance bonus will be awarded.

(8) The semi-annual evaluation periods shall end in February and in August of each year during the term of this Agreement commencing in the initial month of August, 2004.

H. It is mutually agreed and understood that the following provision shall be applicable to this Agreement if the compensation, as indicated in Paragraph 3.A. hereof, to be paid to the Consultant, is a lump sum or cost-plus-a-fixed-fee:

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs as shown in attached Exhibit D supporting the compensation provided in Paragraph 3.A. hereof are accurate, complete, and current as of the date of this Agreement. It is further agreed that said Agreement price provided in Paragraph 3.A. hereof shall be adjusted to exclude any significant sums where the Agency shall determine the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Agreement adjustments shall be made within one year following the end of the Agreement. For the purpose of this Agreement, the end of the Agreement shall be deemed to be the date of final billing or acceptance of the work by the Agency, whichever is later, subject to the provisions of Paragraph 2.A. hereof.

I. The performance and obligation of the Agency to make payment under this Agreement is contingent upon approval or appropriation of funding by the Agency Board of Directors. The issuance of a LOA by the Agency shall constitute notice to the Consultant of approval and appropriation of funding by the Agency Board of Directors.

J. In addition to other remedies available under this Agreement, the Agency shall have the right to deduct, offset against, or withhold from sums or payments otherwise due the Consultant any sums or amounts which the Consultant may owe to the Agency pursuant to provisions of this Agreement, as a result of breach or termination of this Agreement, or otherwise.

4. **INDEMNITY AND INSURANCE:**

A. The Consultant shall indemnify and hold harmless the Agency, its officers and employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant or other persons employed or utilized by the Consultant in the performance of this Agreement.

B. Prior to commencing work, the Consultant shall procure and maintain at Consultant's own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Consultant, his agents, representatives or employees.

(1) Consultant shall maintain limits no less than:

(a) ***Commercial General/Umbrella Liability Insurance*** - **$5,000,000** limit per occurrence for property damage and bodily injury.

The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse, and Underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations
- Contractual
- Independent Contractors
- Broad Form Property Damage
- Personal Injury

(b) ***Business Automobile/Umbrella Liability Insurance*** - **$1,000,000** limit per accident for property damage and personal injury.
- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

(c) ***Workers' Compensation and Employers'/Umbrella Liability Insurance*** - Workers' Compensation statutory limits as required by Chapter 440, Florida Statutes. This policy should include Employers'/Umbrella Liability Coverage for **$1,000,000** per accident.

(d) ***Professional Liability Insurance*** - Minimum limits of **$2,000,000.**

(2) ***Other Insurance Provisions***

(a) *Commercial General Liability and Automobile Liability Coverage's*

- The Blueprint 2000 Intergovernmental Agency, City, the County, their offices, agents, employees, and volunteers are to be covered as additional insureds with respect to Consultant's negligence as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant or premises on which Consultant is performing services on behalf of the Agency. The coverage shall contain no special limitations on the scope of protection afforded to the Blueprint 2000 Intergovernmental Agency, the City, the County, their offices, agents, employees, and volunteers.
- The Consultant's insurance coverage shall be primary insurance for Consultant's operations as respects the Blueprint 2000 Intergovernmental Agency, the City, the County, their offices, agents, employees, and volunteers. Any insurance or self-insurance maintained by the Blueprint 2000 Intergovernmental Agency, the City, the County, their offices, agents, employees, and volunteers shall be excess of Consultant's insurance and shall not contribute to it.
- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Blueprint 2000 Intergovernmental Agency, the City, the County, their offices, agents, employees and volunteers.
- Coverage shall state that Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(b) *Workers' Compensation and Employer's Liability*

The insurer shall agree to waive all rights of subrogation against the Blueprint 2000 Intergovernmental Agency, the City, the County, their offices, agents, employees, and volunteers for losses arising from activities and operations of the Consultant in the performance of services under this Agreement.

(c) *All Coverage's*

- **Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Agency.**
- If Consultant, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. Agency, at its sole option, may terminate this Agreement and obtain damages from the Consultant resulting from said breach.

- Alternatively, Agency may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Consultant, Agency may deduct from sums due to Consultant any premium costs advanced by Agency for such insurance.

(3) ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the Agency. Failing to justify to the Agency that adequate coverage is in force, then at the option of the Agency, the insured shall reduce or eliminate such deductibles or self insured retention's as respects the Blueprint 2000 Intergovernmental Agency, the City, the County, their offices, agents, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expense.

(4) ***Acceptability of Insurers***

Insurance is to be placed with Florida admitted insurers rated B+X or better by *A.M. Best's* rating service.

(5) ***Verification of Coverage***

Consultant shall furnish the Agency with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Agency before work commences.

(6) ***Subconsultants***

All subconsultants will be required to submit proof of similar insurance in appropriate amounts, including but not limited to requirements for workman's compensation paragraph 2(b) and provisions for naming the Agency as additional insured 2(a).

5. **COMPLIANCE WITH LAWS:**

A. All final plans, documents, reports, studies, and other data prepared by the Consultant shall bear the professional's seal/signature, in accordance with applicable law, including statutes and ordinances, administrative rules promulgated by the Florida Department of Professional Regulation, and guidelines published by the Florida Department of Transportation and/or the City or the County in effect at the time of execution of this Agreement. In the event that changes in such statutes or rules create a conflict with the requirements of the published guidelines, requirements of the statutes and/or rules shall take precedence.

B. The Consultant shall comply with all federal, state, and local laws, statutes, ordinances rules, and regulations applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement. This requirement shall include, without limitation, all laws, rules, policies, standard provisions, and grant agreements applicable to any funding provided by another governmental agency for services performed under this Agreement.

C. The Consultant warrants that the Consultant 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 Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this Paragraph, the Agency shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

D. The Consultant agrees that it shall make no statements, press releases, or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Agency and securing its consent in writing, which consent will not be unreasonably withheld. The Consultant also agrees that it shall not publish, copyright, or patent any of the data developed in compliance with this Agreement, it being understood that, under Paragraphs 1.K. and 3.D. hereof, such data or information is the property of the Agency. The Consultant may "furnish" data, which was previously developed and/or published, copyrighted, etc. The Agency may grant a consultant request to publish, copyright, or patent however such authorizations must be in writing.

E. Consultant covenants and agrees that it and its employees shall be bound by the standards of conduct provided in applicable Florida Statutes, applicable administrative rules of the Florida Department of Business and Professional Regulation, the City of Tallahassee Ethics Policy, and the Blueprint 2000 Ethics Policy as they relate to work performed under this Agreement. These statutes and policies will by reference be made a part of this Agreement as though set forth in full. Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to work performed pursuant to this Agreement.

6. **TERMINATION AND DEFAULT:**

A. The Agency may terminate this Agreement in whole or in part at any time the interest of the Agency requires such termination, as follows:

(1) If the Agency determines that the performance of the Consultant is not satisfactory, the Agency may notify the Consultant of the deficiency with the requirement that the deficiency be corrected within a specified time, which time shall not be less than 10 days nor more than thirty (30) days. If the Consultant fails to timely correct such deficiency, the Agreement may be terminated at the end of such time or at such later time as the Agency may determine.

(2) If the Consultant is placed in either voluntary or involuntary bankruptcy or if an assignment be made for the benefit of creditors.

(3) If the Agency desires, at its discretion and for reasons other than unsatisfactory performance of the Consultant, to terminate this Agreement, the Agency shall notify the Consultant of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the Agreement is to be terminated. Such notice shall be given not less than thirty (30) days prior to the effective date of such termination.

(4) If the Agreement is terminated before performance is completed, the Consultant shall be paid for all services satisfactorily performed, subject to set-off by the Agency for all amounts for which the Consultant may be liable to the Agency. Payment is to be made on the basis of substantiated costs, not to exceed an amount which, with respect to each task or item of services in process at the time notice of such termination is given, is the same percentage of the applicable task or pay item as the amount of work satisfactorily completed is a percentage of the total work called for by such task or pay item. Additionally, if such termination is solely for the convenience of the Agency, Consultant will be compensated for the cost of canceling any commitments.

B. The Agency reserves the right to cancel and terminate this Agreement, without penalty, in the event the Consultant or any employee or agent of the Consultant is convicted of any crime arising out of or in conjunction with any work being performed by the Consultant for or on behalf of the Agency. The Agency further reserves the right to suspend the qualifications of the Consultant to do business with the Agency upon any such conviction.

C. It is understood and agreed that upon termination of this Agreement or any LOA, all tracings, plans specifications, computer files, maps, and data prepared or obtained under this Agreement or such LOA shall immediately be turned over to the Agency in conformity with the provisions of Paragraphs 1.L. and 3.D. hereof. The Consultant shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 6.A. hereof.

7. **STAFFING AND SUBCONTRACTING:**

A. The Consultant shall maintain an adequate and competent professional staff so as to enable the Consultant to perform all work or services requested by the Agency under this Agreement in a professional and timely manner, in accordance with this Agreement and each LOA issued by the Agency. The Consultant shall be authorized to do business within the State of Florida.

B. The Consultant, with the consent of the Agency, may associate with it such subconsultants, for the purpose of providing services hereunder, as it may deem reasonably necessary. The services of such subconsultants shall be performed without additional cost to the Agency, other than those costs negotiated within the limits and terms of this Agreement. The Consultant shall be fully responsible for satisfactory completion of all subcontracted work.

8. **NOTICES:**

Whenever either party desires to give notice unto the other, notice shall be in writing and sent by U.S. mail (registered and postage prepaid), or by recognized overnight courier, or by hand delivery (with signed receipt), or by facsimile transmission (if confirmed by registered mail, recognized overnight courier, or hand delivery). Delivery shall be deemed effective upon receipt at the addressee's office, upon personal delivery to the addressee's office, or upon personal delivery to the addressee, whichever is applicable, so long as receipt is subsequently confirmed. All such notices shall be sent to the following:

For The Agency

Mr. James H. Davis
Director Blueprint 2000
1311 Executive Center Drive, Suite 109
Tallahassee, Florida 32301
Voice: 850-701-2740
Fax: 850-701-2790
E-mail: james.davis@blueprint2000.org

With a copy to:
Mr. Phil Maher
General Engineering Consultant Contract Manager
1311 Executive Center Drive, Suite 109
Tallahassee, Florida 32301
Voice: 850-701-2740
Fax: 850-701-2790
E-mail: phillip.maher@blueprint2000.org

For the Consultant

Gerald Oshesky, P.E.
THE LPA GROUP INCORPORATED
1320 Executive Center Drive, Suite 100
Tallahassee, Florida 32301
Voice: 850-205-0460
Fax: 850-205-0461
E-mail: goshesky@lpagroup.com

With a copy to:
Arthur E. Parrish, P.E.
President
THE LPA GROUP INCORPORATED
700 Huger Street
Columbia, South Carolina 29201
Voice: 803-254-2211
Fax: 803-231-4188
E-mail: eparrish@lpagroup.com

9. **CORRESPONDENCE:**

The Consultant shall establish communication procedures for controlling all correspondence, submittals and other communications between the Consultant and the Agency. Correspondence from the Agency to the Consultant shall be identified as AC0000 to denote that the correspondence originated with the Agency (A) to the Consultant (C) with the numerical numbering system for each item of correspondence. Correspondence from the Consultant to the Agency shall be identified as CA0000 to denote that the correspondence originated with the Consultant (C) to the Agency (A) with a numerical numbering system for each item of correspondence. All Correspondence shall reference the contract number and a generic name for the contract in the reference portion of the letter.

10. **ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS:**

The Contract Documents shall consist of this Agreement, including all attachments and amendments hereto and all LOAs issued hereunder, the Agency's Request for Proposals, and the Proposal. In the event of conflict between the terms and conditions of those documents, such terms and conditions shall control in the following order:

i. LOA
ii. This Agreement, including all attachments and amendments hereto
iii. The Request for Proposals
iv. The Proposals

11. **MISCELLANEOUS:**

A. Reference herein to Director shall mean the Staff Director of Blueprint 2000, Mr. James H. Davis or his designee.

B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

C. In the event that a court of valid jurisdiction finally determines that any provision of this agreement is illegal or unenforceable, this Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

D. There are no understandings or agreements between the parties, with respect to the subject matter hereof, except as herein expressly stated.

E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

F. In any legal action related to this Agreement, instituted by either party, consultant hereby waives any and all privileges and rights it may have under chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in any county chosen by the Agency and in the event that Consultant files any such legal action, Consultant hereby consents to the transfer of venue to the county chosen by the Agency upon the Agency filing a motion requesting the same.

G. Anything in this Agreement to the contrary notwithstanding, in no case shall either party be entitled to contingent or consequential or other indirect damages including, without limitation, damages for loss of use, revenue, profit or product, operating costs, facility downtime, financing and interest costs or interruption of operations, however the same may be caused, including, without limitation, the fault, breach of contract, tort (including the concurrent or sole and exclusive negligence), strict liability or otherwise of the other party.

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

Exhibit A (Scope of Services)
Exhibit B (Form Letter of Authorization)
Exhibit C (MBE/DBE Utilization Plan)
Exhibit D (Method of Compensation)
Exhibit E (Performance Evaluation Criteria)
Exhibit F (Financial Package Instructions)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

James H. Davis
Name of

By: _____
Authorized Signature

Title: Director, Blueprint 2000 and Beyond

Mohsen Mohammadi
Name of

By: _____
Authorized Signature

Title: Vice President,
THE LPA GROUP INCORPORATED

NA

Jim English
Name of

By: _____
Authorized Signature

Title: City Attorney, City of Tallahassee

Gary Herndon
Name of

By: _____
Authorized Signature

Title: Treasurer Clerk, City of Tallahassee

NA

APPROVED:

_____
Contractual Services

FOR AGENCY USE ONLY

Legal APPROVED AS TO FORM:

_____

12. SUPERSEDED ORIGINAL CONTRACT PAGES

Page 2 of 15 – Renewal of Contract No. 597 inserted,
First paragraph text revised,
LPA address revised

Page 7 of 15 - Semi Annual Evaluation Periods inserted

Page 13 of 15 - Address changes

SS
(02/06/09)

Blueprint 2000 Intergovernmental Agency

CONSULTANT AGREEMENT

Contract No. _____

THIS AGREEMENT, made and entered into this_____ day of 2003, by and between the **City of Tallahassee/Leon County Blueprint 2000 Intergovernmental Agency**, hereinafter called the Agency and **THE LPA GROUP INCORPORATED**, 2252 Killearn Center Boulevard, Tallahassee, Florida 32309, authorized to conduct business in the State of Florida, hereinafter called the Consultant.

WHEREAS, the Agency is an intergovernmental agency created by the City of Tallahassee ("City") and Leon County ("County"); and,

WHEREAS, the Agency issued a certain Request for Qualifications (RFQ No. 0016-03-CB-TC) and a Request for Proposals (RFP No. 0016-03-CB-TC), hereinafter respectively called the "RFQ" and the "RFP", seeking proposals for the provision of certain professional work and services; and,

WHEREAS, the Consultant responded to the RFQ and RFP by submitting certain proposals, dated December 13, 2002 and March 14, 2003 (the "Proposals"), which are on file with the Agency and are by reference incorporated herein; and,

WHEREAS, the Agency and Consultant now desire to enter into an agreement relating to the provision of such work and services;

NOW, THEREFORE, the Agency and Consultant, in consideration of the promises and covenants set forth herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **SERVICES AND PERFORMANCE:**

   A. The Agency does hereby retain the Consultant to furnish certain services in connection with the Blueprint 2000 and Beyond Program. Such services may include any of the services described in Exhibit A and Proposals (Scope of Services), which are attached hereto and by reference incorporated herein, and shall be furnished in accordance with this Agreement.

   B. The Consultant shall provide to, and perform for, the Agency such services, within the Scope of Services, as may be set forth in one or more Letters of Authorization ("LOA"), in the form set forth in Exhibit B (Letter of Authorization), as issued by the Agency and accepted by the Consultant. Each LOA so issued and accepted shall become a part of this Agreement. In providing such services, Consultant shall utilize minority or disadvantaged businesses, or minority persons, in accordance with Exhibit C (MBE/DBE Utilization Plan).

   C. Before making any additions, deletions, changes, or revisions to the said Scope of Services or to services authorized under an LOA, the parties shall negotiate any necessary cost changes and shall enter into a mutually acceptable amendment to this Agreement or to the specified LOA. Reference herein to this Agreement or to an LOA shall be considered to include any amendment thereto.

SS
(02/06/09)

IMC shall be final with regard to evaluation of the Consultant.

(4) Based on the action taken by the IMC, the Consultant may either receive a performance bonus or may be required to pay to the Agency, or the Agency may withhold from amounts otherwise due the Consultant, liquidated costs, the amount of which shall be calculated in accordance with Exhibit E

(5) The maximum value of the performance bonus or liquidated damages for each evaluation period shall be equal to the lesser of 10% of all contract management billings during the period or $50,000. Funds not awarded to the Consultant as a performance bonus for a particular evaluation period shall not be available for future awards. The Consultant shall include the amount of any performance bonus awarded to it as a separate line item payment on its next monthly invoice following the date of that award. The Consultant shall include any liquidated costs as a separate line item credit or deduction on its next monthly invoice. If some or all of such performance bonus or liquidated costs are not paid in the foregoing manner within forty-five (45) days following the date of award or assessment, the Agency or Consultant, as appropriate, shall pay such unpaid or uncollected amount directly to the other party, unless otherwise agreed in writing by the parties.

(6) The parties agree that an average weighted score, on any periodic evaluation of Consultant's performance, equal to 44 or less is indicative of inadequate performance by the Consultant. The parties further agree that such performance would cause the Agency to experience project or work delays, suffer efficiency or productivity losses, and cause other adverse impacts that would be difficult, if not impossible, to value. As a result, the foregoing liquidated costs are set forth not as a penalty but as an agreed measure of the costs associated with such delays, losses, and adverse impacts.

(7) The parties agree that a total average weighted score, on any periodic evaluation of the Consultant's performance above 90 is indicative of superior performance and will entitle the consultant to 100% of the available performance bonus for the evaluated period. Additionally a total average weighted score, on any periodic evaluation of the Consultant's performance below 10 is indicative of unacceptable performance and will cause the Consultant to forfeit 100% of the available liquidated cost pool. Finally an average score of 30 or less (un-weighted) in any single evaluation criteria, regardless of the total weighted average score, will be considered substandard performance and no performance bonus will be awarded.

(8) The semi-annual evaluation periods shall end _____ and _____ of each year during the term of this Agreement commencing on _____.

H. It is mutually agreed and understood that the following provision shall be applicable to this Agreement if the compensation, as indicated in Paragraph 3.A. hereof, to be paid to the Consultant, is a lump sum or cost-plus-a-fixed-fee:

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs as shown in attached Exhibit D supporting the compensation provided in Paragraph 3.A. hereof are accurate, complete, and

SS
(02/06/09)

For The Agency

Mr. James H. Davis
Director Blueprint 2000
918 Railroad Ave
Tallahassee, Florida 32310
Voice: 850-922-8918
Fax: 850-487-8084
E-mail: davisj@talgov.com

With a copy to:
Mr. Phil Maher
General Engineering Consultant Contract Manager
918 Railroad Ave.
Tallahassee, Florida 32310
Voice: 850-922-8918
Fax: 850-487-8084
E-mail: maherp@talgov.com

For the Consultant

Gerald Oshesky, P.E.
THE LPA GROUP INCORPORATED
2252 Killearn Center Boulevard
Tallahassee, Florida 32309
Voice: 850-205-0460
Fax: 850-205-0461
E-mail: goshesky@lpagroup.com

With a copy to:
Arthur E. Parrish, P.E.
President
THE LPA GROUP INCORPORATED
700 Huger Street
Columbia, South Carolina 29201
Voice: 803-254-2211
Fax: 803-231-4188
E-mail: eparrish@lpagroup.com

9. **CORRESPONDENCE:**

The Consultant shall establish communication procedures for controlling all correspondence, submittals and other communications between the Consultant and the Agency. Correspondence from the Agency to the Consultant shall be identified as AC0000 to denote that the correspondence originated with the Agency (A) to the Consultant (C) with the numerical numbering system for each item of correspondence. Correspondence from the Consultant to the Agency shall be identified as CA0000 to denote that the correspondence originated with the Consultant (C) to the Agency (A) with a numerical numbering system for each item of correspondence. All Correspondence shall reference the contract number and a generic name for the contract in the reference portion of the letter.

Exhibit A
Blueprint 2000
Intergovernmental Agency
General Engineering
Consultant Scope of Services

Exhibit "A"
SCOPE OF SERVICES

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Exhibit "A"
SCOPE OF SERVICES

BLUEPRINT 2000 GENERAL ENGINEERING CONSULTANT

I. INTENT

The Blueprint 2000 Intergovernmental Agency, (Agency) requires professional services of a General Engineering Consultant (GEC) to provide any and all required and authorized services in support of the program management, planning, project development, design and construction of selected transportation, storm water, water quality, greenway, intelligent transportation systems (ITS), and recreational projects. Disciplines required may include but are not limited to: professional engineering, ecological engineering, transportation planning, landscape architecture, land surveying, environmental architecture, permitting, right of way acquisition management, project management, land use planning, storm water design, water quality design, roadway design, construction engineering and inspection (CEI), public involvement services, recreational facilities design, financial services and administrative services to assist bringing to completion numerous construction projects within the Blueprint 2000 program.

It is imperative that the Blueprint 2000 general engineering consultant is fully knowledgeable of the *Blueprint 2000 and Beyond* report and the projects contained therein but also the Blueprint philosophy and how it differs from conventional municipal planning. The GEC must be able to manage a diverse range of project types and incorporate each facet of the Blueprint philosophy into each project. Innovation in project planning, management and design is critical to the success of the Blueprint 2000 program.

The GEC shall provide qualified technical and professional personnel to perform in general conformance with Florida Department of Transportation (FDOT), Leon County and City of Tallahassee (COT) Standards and Procedures, the duties and responsibilities assigned under the terms of this Agreement. Additionally applicable State, County or COT policies, regulations or other standard setting documentations will be used for all non roadway projects or facets of projects including but not limited to storm water, drainage, greenway or parks and recreation. It is the intention of the Florida Department of Transportation to Local Agency Program (LAP) certify the Blueprint 2000 organization for work on the state highway system. The FDOT, District III, will provide advice and broad oversight of the Blueprint projects. It is imperative that proper procedures be followed to ensure that Federal funding for construction and post construction activities are not jeopardized. The Agency, at its option, may elect to expand, reduce, or delete each work element described in this Scope of Services document, provided such action does not alter the intent of this Agreement.

The Agency shall request Consultant services on an as-needed basis. There is no guarantee that any or all of the services described in this Agreement will be assigned during the term of this agreement.

Services under this contract are primarily in support of the Blueprint 2000 program; however, services contained herein may be required by other governmental agencies of either the City of Tallahassee or Leon County. In the event that either of these entities request services under this scope and said request is approved by the Agency, the authorization will be by separate Letter of Authorization (LOA) and will be funded directly by the requesting agency. Term and conditions for said LOA will be as contained here within unless otherwise specified within the specific LOA.

II. BACKGROUND

In November of 2000 the citizens of Leon County voted to extend a one-cent sales tax to be used exclusively for the purpose of infrastructure enhancements. This tax commences in 2004 and terminates in 2019.

On 27 October 2000 the City of Tallahassee and Leon County entered into an Interlocal Agreement pursuant to Chapter 163 of the Florida Statutes. This agreement was created for the purpose of forming a new governmental entity, the Intergovernmental Agency. The exclusive charge of this organization was to implement projects that had been identified by a committee of local business and environmental leaders and approved by the local governments. This committee of citizens, the Economic and Environmental Consensus Committee, EECC, created a detailed report, *"Blueprint 2000 and Beyond"*, which prescribed the projects and the priorities. Although the report specifies projects, of equal importance, it proposes a new holistic municipal infrastructure planning philosophy. The local governments and the citizens of Tallahassee and Leon County have embraced Blueprint 2000 and agreed to fund the needed improvements.

A provision of the Interlocal Agreement was the creation of a new governmental management and staff structure. The Intergovernmental Management Committee, the City Manager and the County Administrator, act in the role of the Chief Executive Officers for the organization. The Staff Director for Blueprint 2000 similarly acts in the role of Chief Operating Officer. The Staff Director, Blueprint 2000 (Director) is expressly charged with the implementation of the Program while keeping with the philosophies articulated in the plan.

III. TERM AND COMMENCEMENT OF WORK

A. Initial Term

This is a continuing contract subject to Agency's periodic review, approval and satisfaction with the Consultant's performance and may be terminated by the Agency at any time. This Agreement shall have an initial term commencing on the effective date of the first Letter of Authorization issued there under and continuing for a period of five (5) years.

B. **Renewal**

This Agreement may be renewed for one five (5) year period and annually thereafter through the duration of the sales tax extension, 2019, plus a necessary period to close out all Blueprint projects contingent upon (1) the Agency's sole discretion, (2) availability of funds. Any renewal shall be in writing and executed by both parties and subject to the same terms and conditions set forth in this Agreement.

C. **Authorization**

Services to be provided by the consultant will be initiated and completed as directed by the Director Blueprint 2000, for each assignment authorized under this agreement. The Director shall furnish the consultant a "Letter of Authorization" outlining the services to be performed. The letter shall enumerate the compensation to be paid for these services, which have been authorized in accordance with the scope of services attached to the "Letter of Authorization". Each fully authorized "Letter of Authorization" shall constitute Agency's certification of approval and appropriation of funding for the period indicated, by the Agency's Board of Directors. No payment for work performed shall be made to the consultant unless a "Letter of Authorization" has been issued.

IV. SERVICES

The following types of work elements may be assigned under the terms of this Agreement:

A. **Professional Services Contractual Support**

Consultant support for the acquisition of (1) professional services as defined in Section 287.055, Florida Statutes relative to the acquisition of architecture, professional engineering, landscape architecture, and land surveying, (2) right-of-way services as defined by Section 337.107 F.S., (3) planning services, as defined by Section 337.1075, Florida Statutes, and (4) other contractual services as provided by Blueprint 2000 procurement policy in support of bringing a project to a production-ready status. Upon proper authorization the Consultant may assist the Agency in:

1. Developing a Contract Administration Procedure Manual for the Program. This document will define roles and responsibilities of the GEC, quality control procedures, and intended flow of project documents through the project controls system.
2. Developing scopes of work, special contract provisions, and request for proposals.
3. Preparing estimated man-loading requirements and estimates of costs for proposed services.

4. Plan and conduct pre-proposal conferences. Preparing for, coordinating, and/or conducting Scope of Services meetings and preparing official minutes.
5. Developing milestone schedules of overall time relationships authorized for the performance of services and coordination between various entities that are to be involved in a project.
6. Negotiating with consultants.
7. Review and evaluation of consultant fee proposals.
8. Expediting of pre-award audit.
9. Preparing final documents including the Standard Consultant Agreement package; obtaining required, and expediting the as appropriate execution of Agreement documents.
10. Review and provide comments on consultant technical proposals and letters of interest.
11. Preparation of Notice-to-Proceed materials.
12. Reviewing and determining validity of consultant claims for extra work and/or extensions of time for performance of services.
13. Developing and issuing Requests for Proposal (RFP) for supplemental services.
14. Developing and processing of Requests for Supplemental Services to obtain Agency internal approvals for consultant performance of supplemental services.
15. Reviewing and evaluating of appropriateness of consultant submitted fee proposals for supplemental services.
16. Negotiating with consultants regarding price proposals and/or adjustments in time for performance of services.
17. Developing, reviewing and documenting supplemental agreements for extra work or Amendments such as Extensions of Time for performance of services.
18. Reviewing and approving consultant's requests for payment.
19. Developing and implementing procedures for consultant involvement in providing contractor shop drawings review and design services during construction.
20. Monitoring consultant performance of services to establish adequacy relative to contract intent and compliance with standards..
21. Preparing Consultant Termination Agreements or Certificates of Completion and obtaining release and waiver of liens.
22. Develop standardized scopes of work normally solicited from consultants.
23. Develop standardized language applicable for scope of services normally obtained by the Agency that can be utilized by Agency personnel in preparing contract packages.
24. Assist the Agency in undertaking special projects, assignments, and studies.
25. Assist the Agency in establishing controls and reporting systems to:
    a. Schedule, track and monitor status of professional contracting activities.

b. Provide and/or obtain subcontract advice on technical matters requiring specialized skills, techniques, or equipment.

B. Planning Support

The Consultant may be authorized to perform or assist with the following services as well as other planning support services:

1. Develop and maintain the Agency Master Plan
2. Review of permits related to access management or coordination for FDOT Review as required.
3. Preparation of Sector Studies, land use studies, or manage sector study projects, for designated sectors within Leon County and the City of Tallahassee
4. Informing the public of the status and impact of projects.
5. Preparation of Project Concept Reports.
6. Coordinate the planned activities of the City, County, Blueprint, Citizens groups and other stakeholders with Blueprint projects
7. Develop scopes of services for various studies and other contracts.

C. Production Engineering Management Support

The Consultant may be authorized to perform the following services:

1. Management:

   a. Program Management

      i. Provide professionally qualified individuals to perform Program Management including planning, coordinating, scheduling, directing and controlling project activities from concept development through the completion of construction of a project. Project Management is applicable to all facets of all Blueprint projects. Persons assigned to oversee Registered Professional Engineers are themselves to be Registered Professional Engineers in the State of Florida. Variances may be granted upon request to the Agency.

   b. Project Control Services Support

      i. Establish and monitor project scheduling requirements and major milestone events for engineering/ construction activities such as the following:

         1. Expanded Project Development and Environment (EPD&E) Studies (Inclusive of all

Blueprint project facet include stormwater, water quality, greenways, multimodal and parks & recreation)

2. Sector Studies
3. Design
4. Surveying and Mapping
5. Right-of-way acquisition
6. Environmental
7. Permits
8. Utility and railroad relocations, agreements and permits and clearance
9. Construction
10. Develop Incident Management Plan or Risk Management Plans for the overall program.

ii. Evaluate and validate consultant submitted schedules and their overall compliance with project milestone objectives.

iii. Evaluate physical progress of design activities versus schedule progress and report significant variances.

iv. Prepare and issue periodic status reports on project progress and document problems and delays.

v. Prepare engineering estimates.

vi. Assist in preparing or prepare comparative cost estimates

vii. Claims analyses.

viii. Level of work efforts (man-hour estimates).

c. Administrative Project Support

i. For work authorized under this agreement, the Consultant shall develop, implement, and maintain a document control and a filing system which shall govern the distribution and file copies of all program-related correspondence, reports, plans, technical data, etc. of the Consultant. Said system shall be subject to Agency approval. Program/project files shall be transferred to the Agency upon completion of the work or as otherwise directed by the Agency.

ii. Analyze claims against the Agency arising out of a project or work thereon and provide support as required to effect the settlement of such claims.

iii. Furnish testimony by the Consultant in hearings, condemnation proceedings or other litigation and prepare trial exhibits.

iv. Represent the Agency on City, County or State task teams or technical meetings.

2. Design

The Consultant may be authorized to perform the following:

a. Design Support

i. When required, provide the Agency with engineering support staff to serve as the Agency Roadway Engineer, Drainage Engineer, Structural Engineer, CADD Manager, Geotechnical Engineer, Environmental Engineer and other Agency staff as needed.

ii. Review/coordinate and manage the work of Design consultants.

iii. Review and comment on the preparation by Design Consultants of construction documents at normal phase submittals as required by Florida Department of Transportation procedures and for special submittals that are or may be established for Agency projects and of preliminary and final estimates of construction costs. Based upon such reviews, recommend acceptance and approval by the Agency of such plans, specifications and estimates.

iv. Review design development compliance with approved project design criteria.

v. Review and provide written response on the adequacy of all design consultant submittals of all plans and reports including structural plans, roadway plans, building plans, and engineering reports.

vi. Provide value engineering analysis and serve on value engineering teams when requested.

vii. Review, validate and provide written response as to the state of design completion (physical progress) as reported by design consultants in their request for progress payments.

viii. Monitor design consultants' performance of services to determine adequacy of work performed relative to contract intent.

ix. Review and provide written response regarding the development of design and construction comparative cost estimates.

x. Assist in expediting and obtaining necessary permits, utility clearances, and other authorizations required for advertisement for construction.

xi. Assist in evaluation and preparation of revised/ supplemental environmental documentation.

xii. Advise and consult on questions of engineering with respect to the construction of the project.

xiii. Accomplish design activities as may be required and authorized.

xiv. Review for completeness and provide written response as to the applicability of construction contract special provisions.

xv. Provide special engineering services such as special studies and economic advisory/analytical services.

xvi. Provide Typical Section Package and Pavement Design for approval.

xvii. Provide pavement coring and recommendations for pavement design.

xviii. Provide geotechnical advisory support services, where authorized.

xix. Assist in determining the most appropriate method of project delivery whether it be by conventional design and construct, design/build, or other project delivery systems.

xx. Acquire and manage subcontract services to obtain supplemental support, as authorized, when not provided by design consultants.

xxi. Review architectural design, structural, heating and air conditioning, electrical, illumination, plumbing, water supply, and waste water treatment for conformance to applicable design standards.

xxii. Provide communications for public awareness.

xxiii. Provide Quality Assurance reviews of the Design Consultant's implementation of their Quality Control plan.

xxiv. Confer/coordinate with State, County, Municipal and other legal authorities having jurisdiction regarding the crossing, closing and/or relocation of railroads, roads and streets and participate in negotiations of Agreements covering such crossings, closings and/or relocations.

xxv. Review and verify available traffic data and develop additional data as authorized.

xxvi. Provide traffic operations support to include traffic counts and signalization plans.

xxvii. Review and evaluate traffic operations for existing railroad maintenance of traffic plans.

xxviii. Review and assist in development of stage construction layouts based on the following technical parameters:

a. Engineering analysis, including temporary drainage.
b. Traffic capacity analysis.
c. Traffic access and service analysis.
d. Transportation economics analysis.

e. Construction and traffic control cost analysis.
f. Traffic and construction safety analysis.
g. Final construction plan compatibility.

b. Utility/Railroad Relocations

i. Prepare utility/railroad schedule and coordinate with project schedule:

1. Adjustments
2. Relocations

ii. Review design consultants' preparation of utility/ railroad relocation drawings.
iii. Confer/coordinate with utility/railroad companies, cities, and counties regarding crossings, closings and/or relocation of facilities and assist in the negotiation of utility/railroad agreements/permits.
iv. Evaluate utility/railroad company proposals and cost estimates for relocation work.
v. Provide inspection and record keeping for relocation activities.
vi. Prepare the necessary documents to certify that utilities/railroad conflicts have been resolved and utilities/railroad are ready to be certified as cleared.
vii. Provide coordination with Design and Construction for utilities.
viii. Prepare utility invoices for processing and payment.

c. Permitting Support

i. Prepare and/or review and provide written comments on permit requirements.
ii. Prepare permit packages to include drawings and data that are provided by section design consultants, or its own forces.
iii. Assist in expediting permit application/approval process.
iv. Provide an inventory of environmental permits, permit requirements, permitting schedules, and permit preparation support.
v. Coordinate permit schedule with project schedule.
vi. Assist in the review of plans and special provisions for Environmental Assessment/Environmental Impact Statement (EA/EIS) compliance.
vii. Review local zoning requirements for setbacks.
viii. Review plans, special provisions, and construction activities for permit compliance.

3. Professional Right-of-Way Services Management (ROW)

The Consultant may provide ROW management, support to the Blueprint 2000 legal staff and oversight services necessary to coordinate, plan, direct, and control right-of-way activities necessary to certify right-of-way for construction. These activities must be performed in accordance with applicable Florida Statutes, Florida Administrative Code (F.A.C.) rules, and FDOT Procedure Topic 575-000-000, Right-of-Way Manual, on those projects where specified and in accordance with applicable local ordinances on others.

The Consultant may be responsible for coordinating, managing, planning, directing, and controlling or performing the following services.

a. Appraisal and Appraisal Review

Contracting and oversight of appraisers providing an unbiased analysis, opinion, review, or conclusion relating to the nature, quality, value, or utility of an interest in real estate and all other services set forth in Chap. 14-75.003(7)(p), F.A.C., on those projects where specified and in accordance with applicable local ordinances on others; perform incidental appraisal; and conduct appraisal review work as required. Interpreting real estate valuation principles; estimating parcel and project costs.

b. Acquisition, Negotiation, Closing and Order of Taking

Contracting and oversight of consultants and/or support of Blueprint legal staff engaged in making purchase offers; conducting negotiations; interpreting right-of-way maps and construction plans; preparing documentation of acquisition activities; conducting real estate closings; preparing and filing eminent domain lawsuits and all other services set forth in Chap. 14-75.003(7)(q), F.A.C., on those projects where specified and in accordance with applicable local ordinances on others, where applicable for state roads or as otherwise directed. Perform incidental acquisition, negotiation, closing and order of taking work as required.

c. Relocation Assistance

Contracting and oversight of consultants and or support of Blueprint legal staff engaged in preparing conceptual stage plans and needs assessments; providing advisory services; preparing Replacement Housing Payment calculations;

delivering required notices; offering comparable replacement housing and all other services set forth in Chap. 14-75.003(7)(s), F.A.C, on those projects where specified and in accordance with applicable local ordinances on others. Perform incidental relocation assistance work as required.

d. Property Management

Establishing and maintaining real and personal property inventories; developing and implementing a plan for surplus and disposal of excess property; contracting and oversight of asbestos surveying and abatement activities; contracting and oversight of demolition and right-of-way clearing activities and all other services set forth in Chap. 14-75.003(7)(t), F.A.C., on those projects where specified and in accordance with applicable local ordinances on others.

e. Records and Funds Management

Establishing and maintaining the official right-of-way records; timely preparation, coding, processing and tracking of right-of-way invoices for payments; providing right-of-way warrant control; maintaining Agency data bases; closing completed right-of-way projects.

f. Production Management

Developing and maintaining detailed scheduling and cost control plans and activities; reporting production progress; cash and parcel production forecasting; developing short and long range plans for right-of-way parcel production and expenditures; preparing right-of-way certifications.

g. Contract Management

Managing the contracts associated with the right-of-way program in accordance with current Agency right-of-way procedures or as otherwise directed.

h. Litigation Support

Support of the Blueprint 2000 legal staff including but not limited to providing testimony at relocation appeal hearings; assistance in preparing, styling, and filing lawsuits; providing assistance to the Agency's legal staff in obtaining Orders of Taking, including providing testimony and responding to interrogatories; preparing trial exhibits.

4. Surveying and Mapping

The Consultant shall provide professional staff to advise and confer with the Agency in the performance of Professional Surveying and Mapping functions, whether in the support of design operations or stand alone survey operations.

The Consultant may be authorized to perform the following:

a. Location Survey

i. Review/coordinate and manage the work of surveying and mapping consultants.
ii. Review and provide written response on the adequacy of all location/design surveys.
iii. Advise and consult on questions of surveying and mapping with respect to project intent.
iv. Incidental survey work as required.
v. Monitor surveying and mapping consultants' performance of services to determine adequacy of work performed relative to contract intent.
vi. Advise and consult on questions of surveying and mapping with respect to the construction of the project.
vii. Provide surveying and mapping support services as required.
viii. Establish and maintain a record keeping system and archives.
ix. Meet and coordinate with public officials of government agencies and civic groups as required.
x. Provide management services necessary to coordinate, plan, direct, and control the surveying and mapping program.

b. Right-of-Way Mapping

i. Review, coordinate and manage the work of surveying and mapping consultants.
ii. Conducting title searches.
iii. Right-of-Way mapping Phase I, II, III, and IV completion; review and comment on the preparation of consultant Legal Descriptions; review and comment on the preparation of consultant Appraisal Sketches. Based on such review, recommend acceptance and approval by the Agency of said items.
iv. Advise and consult on questions of surveying and mapping with respect to project intent.

v. Incidental survey work as required.
vi. Monitor surveying and mapping consultants' performance of services to determine adequacy of work performed relative to contract intent.
vii. Advise and consult on questions of surveying and mapping with respect to the acquisition of property interests for the project.
viii. Provide surveying and mapping support services as required.
ix. Establish and maintain a record keeping system and archives.
x. Meet and coordinate with public officials of government agencies and civic groups as required.
xi. Provide management services necessary to coordinate, plan, direct, and control the surveying and mapping program.
xii. Manage the contracts associated with the surveying and mapping program in accordance with the FDOT surveying and mapping procedures and directives.

D. Environmental Management

The Consultant may be required to furnish expertise in the following areas to provide management, and accomplish incidental study activities to support the Agency's Environmental Management Program: Wetlands ecology, botany, biology, chemistry, geology, hydrology, archaeology, engineering, noise analysis, air analysis, social and cultural analysis, wildlife ecology, hazardous materials, traffic analysis, landscape architecture, CADD, GIS and any others necessary to manage the program areas within the program.

The Consultant may be authorized to:

1. Project Development and Environment (PD&E) Project Management

   a. Provide professionally qualified individuals to provide project management of PD&E Studies
   b. Manage the development and review of PD&E documents including, but not limited to, engineering reports and all environmental documents.
   c. Review, critique and recommend project limits of work for each design section package.
   d. Develop conceptual design documents, including project design criteria that form the basis of the preliminary engineering and design contract section packages.

2. Project Development and Environment (PD&E) Support

a. Manage, review, and comment upon the PD&E submittals as prepared by PD&E consultants to insure conformance and compliance with PD&E manual, FDOT procedures, State, Federal and local laws and regulations, or as otherwise directed.
b. Perform environmental and engineering analysis necessary to define scope for PD&E studies.
c. Manage, review, and coordinate the Agency's PD&E public involvement process in accordance with contract documents and specified FDOT procedures and Florida Statutes.
d. Prepare environmental certifications and checklists necessary to document compliance with PD&E requirements.
e. Perform minor PD&E studies as needed such as a non-major state action or a SEIR having minimal work effort.

3. Environmental Permit Support

a. Manage, direct, and coordinate the Agency's environmental permitting activities necessary to allow project design to advance to construction.
b. Monitor environmental permit status and production schedules.
c. Identify permit conditions and their effects on the development of the construction documents. The effects or impacts shall be brought to the attention of the Designer of Record, for his further action, through the Agency's Project Manager.
d. Monitor compliance with permit conditions and requirements during construction and maintenance.

4. Environmental Management Support

a. Manage, direct, and coordinate the Agency's Hazardous Materials/Contamination program.
b. Manage, direct, and coordinate the Agency's Bicycle/Pedestrian program.
c. Manage, direct, and coordinate the Agency's Threatened and Endangered Species Compliance program.
d. Manage, direct, and coordinate the Agency's archeological and historic preservation efforts.
e. Review DRI and sub-DRI development plans which affect Blueprint projects because of their access, traffic impact, and right-of-way needs/impacts.

5. Contract Management

a. Managing contracts associated with the environmental management program in accordance with current FDOT policies, rules, and procedures, or as directed.

E. Construction Management Support

The Consultant may be authorized to:

1. Review construction inspection reports relating to Contractors' performance and communicate with Contractors, if necessary, regarding non-conformance to plan specifications, workmanship, etc.
2. Analyze contract change requests during the course of construction and recommend appropriate action.
3. Review and analyze claims and disputes and recommend necessary actions.
4. Overview construction contracts including the need to take action in accordance with authority delegated to the GEC by the Agency.
5. Monitor and provide technical support to the CEI Consultant for the project construction quality control/quality assurance program with regard to:
   a. Conformance.
   b. Reliability.
   c. Acceptance.
   d. Rejection, requiring:
      1. Rework.
      2. Repair.
      3. Replacement.
      4. Reverification.
   e. Document quality control.
   f. Material Testing Surveillance.
6. Administer an Assessment of Quality Program to review and evaluate CEI Consultant's performance ensuring it is in accordance with contract documents and specified FDOT procedures, specifications and rules. Review and evaluate Contractor's performance in accordance with the Agency's procedures, specifications and rules as necessary and as directed by the Agency's Construction Engineer.
7. By request to the CEI Consultant, verify that the construction Contractor has procured all necessary construction permits, material allocations, and other permits and authorizations required in connection with the construction of a project.
8. When requested, assist the CEI Consultant coordinate utility relocation activities with the utility companies.
9. Serve as liaison between the Agency, the CEI Consultant, the construction Contractors, and interested public and private agencies to promote cooperation during the construction process.
10. When directed by the Agency, furnish Construction Project Managers to monitor the construction activities and to review and recommend for purposes of payment to construction Contractors that construction represented in invoices to the Agency as having been performed was performed in compliance with the plans and specifications and approved change orders. This independent review is solely for the above stated purposes and in no way is to be construed as replacing, superseding or supplementing, the CEI Consultant. If non-

compliance is observed, recommend and upon Director's approval, implement corrective actions.

11. Administer the activities of the CEI Consultant in their work of observation of construction as to their compliance with their contracts with the Agency.
12. Review the reports of the CEI Consultant as to the approval of mill and shop inspection and testing.
13. Review and recommend for approval supplemental agreements and construction change orders prepared by the CEI Consultant for submission to the Agency including documentation as to the necessity for such changes and extra work and substantiation for the costs thereof.
14. In the event of the need to revise contract drawings during construction period, obtain the revised originals from the Design Engineer and on behalf of the Agency, issue new prints of the revised drawings to all parties in accordance with the current approved distribution policy.
15. Prepare monthly progress reports applicable to all phases of the construction operation, and such special reports as may be required to keep the Agency advised with respect to the progress of construction on a project. As requested by the Director, prepare briefings suitable for presentation to the Intergovernmental Agency on the progress of projects.
16. Review and recommend for payment, monthly billings from the CEI Consultant.
17. Monitor the CEI Consultant's preparation of record drawings to verify that record drawings are being maintained on a timely basis.
18. Review, monitor and audit Final Estimates and perform administrative tasks associated with contract closeout.
19. Provide project inspectors and engineering technicians to Director on an as needed, emergency basis.
20. Assist in the development of, coordination and monitoring of an Agency Safety Program for use by Agency staff, volunteers, and the consultant. The consultant shall evaluate and advise the Agency on contractor safety programs. Develop, maintain and administer a document control system for all construction related documents.
21. Evaluate an owner controlled insurance program (OCIP) and assist in the implementation and administration if requested.
22. Conduct periodic inspection at remote materials fabrication facilities as needed and approved.

F. Stormwater and Water Quality

The Consultant may be authorized to:

1. Perform hydrologic, hydraulic, environmental and economic analysis
2. Field survey and data collection
3. Preliminary and final design of stormwater/water quality improvement project as portions of the Blueprint 2000 projects or as stand-alone projects.

4. Right-of-way support.
5. Regulatory permitting.
6. Public information and program services.
7. Construction support and contract administration
8. Other stormwater/water quality related engineering projects or studies as directed.
9. Report generation, as required

G. Greenway and Recreational

The Consultant may be authorized to:

1. Perform environmental and ecological studies and develop designs to assess and recommend greenways in the proximity of projects. Greenways should include recreational functions including bike paths, walking trails, water activities where feasible
2. Incorporate into project design, approved greenway recreational aspects into all Blueprint 2000 projects where feasible.
3. Develop cost estimates for construction right-of-way and associated projects cost.
4. Perform cost to benefit analysis for identified alternative.
5. Perform other engineering services as directed in support of greenway and recreational design and construction.

H. Intelligent Transportation Systems (ITS)

The Consultant may be authorized to:

1. Perform engineering studies and design and assess the need for ITS functions into all Blueprint 2000 projects as directed and, consistent with Metropolitan Planning Organization (MPO) and FDOT initiatives.

I. Alternative Forms of Transportation

The Consultant may be authorized to:

1. Advise and recommend feasible alternative forms of transportation and any right-of-way requirements.
2. When directed, conduct studies and designs for alternative forms of transportation.
3. Perform engineering services in support of alternative transportation as directed.

J. Public Information

The Consultant may be authorized to:

1. Participate in a public information program to inform the public on the status and impact of construction projects.

2. As approved by the director, provide notices to residences and business in project work areas about potential impacts, opportunities for input, and contact information if questions arise.
3. Provide project information to the public through establishment of contact with the media directly, or through city and county Communication or Public Information Offices, and use of any communication tools necessary to effectively inform the public, as required and authorized by the Director.
4. Coordinate any street closing or impact on transportation services with the City of Tallahassee and Leon County, as appropriate, to ensure accurate and consistent distribution of information.
5. Provide support tools for communication efforts including drawings, photographs, renderings, etc. as required.
6. Participate in any public information programs to inform the public on the status and impact of construction projects.
7. Provide support for Special Events as authorized by the Director.

K. Financial Services

The Consultant may be authorized to:

1. The Consultant may assist the Agency with:
   a. Research and provide recommendations for project-based, financial tracking system software.
   b. Perform program-level budgeting and scheduling tasks.
   c. Assist with preparation of grant applications and partnership agreements.

L. Clarification

The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with any contractor's work, since these are solely the contractor's responsibility under the construction contract. Notwithstanding the Consultant's review and evaluation of any contractor's work, the Consultant shall have no responsibilities for any deficiencies in the work or for any failure to carry out the work in accordance with the construction documents except as expressly specified in Letters of Authorization.

If Consultant is called upon to review submittals from contractors, Consultant shall review and approve or take other appropriate action upon contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents in accordance with accepted engineering procedures and practices. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, or for substantiating instructions for installation of equipment or systems designed

by any contractors, all of which remain the responsibility of the contractor. Not withstanding the above the Consultant may be tasked to review submittals for accuracy and completeness in the event that claims or other disputes arise over said submittals.

V. RESPONSIBILITIES OF THE AGENCY

The Agency will furnish, without cost to the Consultant, the following services and data to the Consultant in connection with services authorized under terms of this Agreement:

1. Provide all criteria and full information as to the Agency's requirements for consultants' and contractors' services including objectives, constraints, budgetary limitations, and time restraints.
2. Furnish all Agency current procedures, standards, forms, and policies applicable to the Services.
3. Furnish drawings, specifications, schedules, reports and other information prepared by and/or for the Agency by others which are available to the Agency and which Agency considers pertinent to Consultant's responsibilities, as described herein.
4. Provide existing structural, roadway, and other plans, as available.
5. Furnish available traffic, safety (accident), and planning data.
6. Furnish all necessary utility relocation form letters, agreements, relocation schedules and any other document form needed by the Consultant to clear the project utilities.
7. Advise the Consultant in all utility negotiation matters.

VI. FACILITIES AND CONSULTANT SUPPORT BY THE AGENCY

The Consultant will initially be required to provide a small staff consisting of a Program Manager, and administrative support. As the program matures and the need develops project managers will be added. Office space for the program manager with administrative support will be provided by the Agency. As project managers are required additional space will be provided. General use computers, office supplies, fax, telephones and other routine job related supplies will be provided to the consultant staff that is located within the Blueprint office. Office space and supplies for supporting staff is the responsibility of the consultant. Cell phones, vehicles, specialty software and other non-routine items requested by the consultant will be the responsibility of the consultant.

VII. SUBCONTRACTING

In accordance with paragraph 7 of the Agreement, the Consultant may utilize the services of subconsultants to accomplish specific tasks, within Letters of Authorization.

Services assigned to subconsultants must be approved in advance by the Agency and will be delineated in the Letter of Authorization, (Exhibit B). All the subconsultants must be qualified by the Agency to perform all work assigned to them.

In the event services of a subconsultant are authorized, the Consultant shall obtain a schedule of rates, and the Agency shall review and must approve any rates, including overhead, to be paid to the subconsultant.

VIII. COMPUTER SERVICES

The Agency will allow the Consultant to utilize the Agency's data processing and computer resources for programs requested by the Consultant and approved by the Agency in accordance with Agency procedures for access to the Agency's local area networks and the Agency's procedure for access to the Agency's mainframe computers network and data.

Computations based on computer programs other than the Agency's must conform to the Agency's general format.

IX. SPECIFICATIONS FOR WORK

Provided below are lists of standards utilized by the Agency. These lists are by no means all inclusive but suggestive of the regulations governing the Consultant's performance. The Consultant shall comply with all applicable federal, state, and local regulations in performance of services.

A. Plans & Specifications

The Consultant shall ensure that all documents, studies, and construction plans, as applicable, are prepared in accordance with the latest editions of City, County and State standards utilized by the Agency which may include but are not limited to publications such as:

AASHTO, "A Policy on Geometric Design of Highways and Streets"
FDOT Location Survey Manual
FDOT Right-of-Way Mapping Handbook
Geometric Geodetic Accuracy Standards
FDOT Soils and Foundations Manual
FDOT Flexible Pavement Design Manual for New Construction and Pavement Rehabilitation
FHWA Manual on Uniform Traffic Control Devices
FDOT Standard Specifications for Road and Bridge Construction
FDOT Roadway Plans Preparation Manual
Standard Building Code
Florida Building Code
FDOT Basis of Estimates Manual

Federal Highway Program Manual
FDOT Drainage Manual
FDOT Structures Design Guidelines Manual
FDOT Structures Detailing Manual
AASHTO Roadside Design Guide
FDOT Roadway and Traffic Design Standards
FDOT Utility Accommodation Manual
FDOT CADD Manual
Ecology of Greenways, Smith and Hellmund, University of Minnesota Press

Wetland Creation and Restoration, Kusler and Kentala Island Press
Guidelines for the Development of Wetland Replacement Areas, Denbow et al. Transportation Research Board, Report 379
Guide for the Development of Bicycle Facilities, AASHTO, 1999.
Design and Safety of Pedestrian Facilities, Institute for Transportation Engineers, 1998.
Bicycle Facilities Planning and Design Handbook, FDOT, 2000.
Designing Sidewalks and Trails for Access, Part 2, Best Practices Design Guide, FHWA, 2001.
Trail Intersection Design Guidelines, Florida Department of Transportation, 1996.
Greenways: A Guide to Planning, Design and Development, 1993
Trails for The Twenty-First Century: Planning, Design, and Management Manual For Multi-Use Trails, 2001
Chapter 163, Part II, Florida Statutes
Rule 9J-5, Florida Administrative Code
The Tallahassee-Leon County Comprehensive Plan
Sector Planning documents, as they become available

Construction Plans shall be accurate, legible, complete in design, and drawn to the appropriate scale, furnished in reproducible form on material acceptable to the Agency. This also applies to other documents, studies and reports.

B. Survey Services

The Consultant shall ensure that all survey work, as applicable, is performed in accordance with contract documents and specified the Florida Department of Transportation's Highway Field Survey Specifications, (Policy No. 550-030-001), Automated Survey Data Gathering (Policy No. 550-030-030), and FDOT Location Survey Manual (Policy No. 550-030-100). Work must comply with the minimum technical standards for Land Surveyors Rule 61G17-6, Florida Statute 472.027, Department of Environmental Protection Rule, Florida Administrative Code Chapter 18-1, Florida Statute 177 - Parts Two and Three, and when specified Department of Environmental Protection state jurisdiction boundary surveys (where applicable) and any special instructions from the Department of Transportation or the Agency.

C. Professional Services Contract Documents

The Consultant shall ensure that all contract documents and support forms have been prepared on IBM or IBM-compatible hardware using current release versions of Microsoft Word, Microsoft Excel and/or Microsoft Project.

X. CONFLICT OF INTEREST

As a public entity the Agency must always avoid the perception of impropriety to retain the trust and confidence of the citizens. The Consultant and its subconsultants are likewise charged with maintaining the highest standards of conduct. The Consultant shall not enter into any other contract during the term of this agreement which would create or involve a conflict of interest with the services provided herein or other contracts that may be adverse to the Agency, City or County as it relates to Blueprint 2000 projects or otherwise give the perception of impropriety or conflict of interest. Questions regarding potential conflicts of interest shall be addressed to the Director, Blueprint 2000 for resolution.

XI. CONFLICTS

The Director of Blueprint 2000 will resolve all issues regarding conflicts between policies, procedures and criteria referenced herein. Decisions of the Director on questions of conflict of interest or the perception of impropriety are final.

Exhibit B

Sample Letter of Authorization

CITY OF TALLAHASSEE - LEON COUNTY
BLUEPRINT 2000 & BEYOND
INTERGOVERNMENTAL AGENCY

THE LPA GROUP INCORPORATED
ATTN: _____ Date _____

Reference: Contract #_____
Contract Document #_AC _____

Subject: Letter of Authorization # ____

Dear: _____

As per Paragraph 1.B. of the Agreement between the Intergovernmental Agency (Agency) and THE LPA GROUP INCORPORATED, dated _____, you are hereby authorized, upon your firm's written acceptance of this authorization, to perform the specific tasks as set forth in Attachment 1 (Services and Tasks), which is attached hereto and made a part hereof. Services are authorized to commence upon the date of your acceptance of this Letter of Authorization # ___ ("LOA") and continue until the completion date indicated in Attachment #2 (Schedule), which is attached hereto and made a part hereof. All services will be performed in accordance with requirements of the Agreement and this LOA.

For required services compensation shall be a Maximum Limiting Amount of $_____ as detailed in Attachment #3 (Method of Compensation), which is attached hereto and made a part hereof. It is expressly understood that the Maximum Limiting Amount may be adjusted only upon written amendment to this LOA, such amendment indicating availability of funds. $_____ of this LOA will be subject to Performance Bonus/ Liquidated Cost.

In performing services described in this Authorization, Consultants may utilize the following subconsultants to perform the specified services: _____. No additional subconsultants are permitted to work on this Authorization without the written consent of the Agency.

The Consultant shall utilize MBE firms to perform services under this Authorization as set forth in Attachment 4 (MBE Utilization Form), which is attached hereto and made a part hereof.

Equipment or software required for this LOA will be coordinated with and approved by the Agency Program Manager prior to any procurement by the Consultant.

Invoices for services provided under this LOA will be billed in accordance with Exhibit D to the Agreement.

All services under this LOA shall be completed in accordance with the Schedule set forth in Attachment 2, unless extended pursuant to a Time Extension Letter in the form set forth in Attachment 5 (Time Extension Letter).

This LOA (is) (is not) subject to retainage. If applicable, the amount of such retainage is set forth in Attachment 6 (Retainage), which, if applicable, is attached hereto and made a part hereof. Total amount of retainage is $_____. (Attach a spreadsheet indicating retainage by task if applicable.)

If you are in agreement with the terms of this LOA, please indicate your acceptance by your signature below and return three (3) signed originals to this office, attention Phil Maher, and retain one original for your file. Do not begin Work in regard to this LOA until you have signed and returned those documents.

Maximum Limiting Amount
LOA # __

_____

Cumulative Expenditure
LOA # __

_____

Sincerely,

James H. Davis
Director

Approved as to form:
By: _____
Date: _____

Accepted:
THE LPA GROUP INCORPORATED
By: _____
Title: _____
Date: _____

City Of Tallahassee Treasurer Review
By: _____
Date: _____

Attachments:

1. Services and Tasks for LOA #__
2. Schedule for LOA # __
3. Method of Compensation
4. MBE Participation for LOA # __
5. Time Extension Letter
6. Retainage Spreadsheet LOA#__ if applicable

Attachment 1

Services and Tasks

The format for this attachment will be developed by the Consultant and approved by the Director. The Agency shall issue a general description of work to be performed, see Enclosure 1. Based on this general description the Consultant will develop a detailed series of tasks and subtasks to accomplish the work described. This detailed list of tasks will be the Services and Tasks, Attachment 1.

SAMPLE

Letter of Authorization Number 1
Scope of Services
General Program Management and Support

Task 1.1 This task is to provide initial set up of the Blueprint Office. This will include administrative functions to include billing methodology, reporting methodologies, program management methodologies, data processing requirements and other operational requirements needed to properly manage the Blueprint 2000 program. This task is restricted to initial set up of systems.

Task 1.2 Program Management Support to the Blueprint 2000 office. This includes but is not limited to the development of policies and procedures to include a Procedures Manual, Environmental Management Plan, Land Banking Policy, Plans Review Policy, Development of Standard Contracts, and other policies and procedures required for the operation of the Blueprint 2000 program. Support of and attendance at Blueprint committees and staff
as required. This task includes Blueprint staff augmentation as authorized.

Task 1.3 Planning and Budget. This task is to provide the planning functions required to implement the Blueprint 2000 Program. This function is for general planning, not project specific planning. Inclusive in this task is the development and maintenance of the Blueprint 2000 Master Plan and preparation of the Capital Budget. Planning support to the Blueprint 2000 Planning Manager is included in this task.

Task 1.4 Communications and Public Relations. This task is to develop and implement a Blueprint 2000 Communication and Public Relations Program. This Plan will include the development and maintenance of a Blueprint 2000 Web site and other media requirements as required as well as periodic public meetings an attendance at specific public events. .

Task 1.5 Land Acquisitions and Land Management. This task is to support and assist in the management of the acquisition of real property specifically with the acquisition of the Headwaters of the St. Marks, Lake Lafayette, Lake Jackson, Advance Right of Ways acquisitions for both roadway and none roadway projects and the management of acquired properties as required.

Task 1.6 Environmental Management Support. This task is inclusive all non-roadway elements of the Blueprint 2000 philosophy as articulated in the Blueprint 2000 and Beyond report. Inclusive in this task are the planning for, acquisition of, design, construction and management of greenways and trails.

Task 1.7. Storm water and Water quality. This task includes the planning, acquisition of; design, construction and management of retrofit storm water facilities and water quality ponds as identified in the Blueprint 2000 and Beyond repost.

Attachment 2

Schedule

The format for this attachment will be developed by the Consultant and approved by the Director. The Consultant shall develop a schedule for the tasks and subtasks previously developed for Attachment 1. This schedule will include start dates; finish dates and major milestones for each task. This schedule may be prepared in Microsoft Project of other Agency approved program management software.

Attachment 3

Method of Compensation
Cost

The format for this attachment will be a spreadsheet that identifies the cost for each task and subtask listed in Attachment 1. This Attachment will delineate the labor categories the hours per category and the approved rate by category. The attachment will reflect all cost including but not limited to Overhead and Fringe, Operating Margin, Cost of Capital, Expenses and Travel. The Consultant shall also identify cost by quarter to facilitate Agency Budget and Cash Flow forecasting. This Attachment will identify the Maximum amount for the Authorization.

CITY OF TALLAHASSEE - LEON COUNTY

BLUEPRINT 2000

INTERGOVERNMENTAL AGENCY

918 Railroad Avenue, Tallahassee, Florida 32310

Minority Business Enterprise
MBE UTILIZATION REPORTING FORM

PRIME COMPANY NAME _____ DATE _____

CONTRACT # _____ Letter Of Authorization (LOA)# _____

Company Name, Contact Name, Address, and Telephone No.	Certified		Specify Scope of Work to be performed	Specify All Items to be Supplied	Dollar Amount
	YES	NO			

_____% of eligible services on this LOA will be performed by Certified MBE firms.

Approximately _____% of this LOA is funded by State or Federal Funds and that amount was not used in calculating the above percentages.

ALL MBE's MUST BE CERTIFIED BY THE CITY OR COUNTY AT THE TIME OF THIS SUBCONTRACT AWARD IN ORDER TO BE UTILIZED TO MEET THE MBE GOAL

Authorized Signature_____ Printed Signature_____

Title_____ Contact Name and Title (if different)_____

Company Name_____ Telephone Number (s)_____

Address _____ Fax Number_____

City/State/Zip Code_____ Date_____

Attachment 5

Date_____

Re: Contract No._____
Authorization #_____
Document # _____

SUBJECT: Time Extension

Dear: _____:

Time allowed for completion of services on the subject agreement expires on _____. The Agency recognizes that the delay in completing services within the time allowed is due, in whole or in the part, to the following circumstances, which are beyond your control:

"_____"

In accordance with Section 2B of the subject agreement, the Agency hereby extends the time for completion of said services until _____. All other terms of the subject agreement shall remain in full force and effect. It is noted that this letter does not include any additional compensation.

Please acknowledge receipt of this letter and agreement to the extension of time by signing and dating the letter and returning one (2) signed original to this office, attention Phil Maher, and retaining one (1) signed original for your file.

This will acknowledge agreement to the above letter.
Firm: _____
By: _____
Title: _____
Date: _____

Sincerely,

James H. Davis
Director

ATTACHMENT 6

Retainage

The format for this attachment is a modification of Attachment 3, cost spreadsheet. This attachment shall identify by task the maximum amount of retainage for those tasks subject to retainage. Exact format for this attachment will be developed by the Consultant and approved by the Director.

Exhibit C
Blueprint 2000 Intergovernmental Agency
MBE/DBE Utilization Plan

General:

Pursuant to applicable Federal State and Local DBE/MBE guidelines and the goals stated in the Consultant's Proposal, incorporated herein, the Consultant agrees to comply with all applicable rules, statutes and policies for all work performed as part of this contract.

As contained within the Consultant's proposal the Consultant certifies that it will utilize not less than 15.5% MBE participation on the projects as defined by the current Blueprint 2000 procurement policy, and will strive to achieve an overall goal of 20% MBE participation.

Work that is performed and funded by either the Federal Government or the State of Florida will comply with the applicable rules, statutes and policies.

Administrative:

- Each Letter of Authorization developed by the Consultant and the Agency will establish a goal for the particular task(s).
- The LOA will clearly state the MBE goal for the LOA and if a renewal of an existing LOA will indicate the cumulative MBE percentage to date for the LOA..
- Tasks that are funded with federal or state funds will not be counted in the total goals
- Semi-annually, in conjunction with the Performance evaluation process, para 3.H. of the Agreement, the Consultant will provide an MBE report summarizing the MBE participation for the period and program inception to date.
- All Invoices submitted by the Consultant will clearly identify payments made to MBE firms.

EXHIBIT D

METHOD OF COMPENSATION

INDEX

I. PURPOSE
II. ASSIGNMENT OF WORK
III. NEGOTIATIONS
IV. COMPENSATION
V. PROVISIONS FOR PAYMENT
VI. RETAINAGE
VII. PROJECT CLOSEOUT

EXHIBIT "D"

METHOD OF COMPENSATION

I. PURPOSE:

This Exhibit defines the limits of compensation to be made to the Consultant for the services set forth in Exhibit "A" and the method by which payments shall be made.

II. ASSIGNMENT OF WORK:

The Agency shall request Consultant services on an as-needed basis. Services to be provided on each project will be initiated and completed as directed by the Blueprint 2000 Director.

The Consultant shall be provided an objective for each assigned project and prepare a scope of service, anticipated staffing by position classification, and hourly rate, and a man-hour and price proposal based on the rates set forth in Attachment 1 (Details of Fees and Cost). Once negotiations have been completed and a Maximum Limiting Amount or Lump Sum Amount is agreed upon for a project, a "Letter of Authorization" (LOA) shall be issued by the Director, Blueprint 2000 specifying the work to be done and the agreed compensation. Each LOA shall indicate that authorization has been received from the City of Tallahassee Treasurer-Clerk as to availability of funds. Each LOA shall indicate if it is subject to retainage in accordance with Paragraph VI. Each LOA shall indicate the MBE participation for the individual LOA, (See Exhibits B and C).

No work shall commence by the Consultant on a project until the Consultant has received an LOA and has signed and returned that document to the Agency.

III. NEGOTIATIONS:

A. The Agency and the Consultant shall negotiate and establish compensation for each LOA. The current schedule of rates listed in Attachment 1 shall be used for establishing project compensation. In the event a particular personnel classification is required by the Consultant for performance of the services under an LOA and is not set forth in Attachment 1, such personnel classification may be added to Attachment 1 by written amendment to this Agreement.

B. The compensation established for each LOA shall consist of the following:
- Direct salary and wages, including overtime.

- Applicable administrative overhead and payroll burden costs.
- Applicable facilities capital cost of money.
- Operating margin as a fixed percentage of salary related costs paid for the professional services described in this Agreement. Salary related costs are defined as the sum of salary and wages and the applicable administrative overhead and fringe benefits costs.
- Expenses covering both project and related contract support.

C. The basis for establishing the compensation for each LOA shall consist of the estimated man-hour effort required for performance of the services at approved weighted average hourly wage rates by job classification established in Attachment 1, plus administrative overhead and fringe benefits at the rates established herein, plus operating margin at the rate established herein, plus facilities capital cost of money at the rate established herein, plus approved expenses including subconsultant costs.

D. It shall be the responsibility of the Consultant to ensure at all times that sufficient funding remains within the approved compensation established for each LOA to complete authorized services. Changes in the approved compensation shall require execution of an amendment to the affected LOA. The Consultant shall not be obligated to perform services or incur costs which would result in exceeding the approved compensation for each assigned project, nor shall the Agency be obligated to reimburse the Consultant for costs or make fee payments which result in exceeding the approved amount of compensation, except to the extent said amount is, by mutual agreement, increased by an amendment to the LOA.

IV. COMPENSATION:

Allowable Costs: The Agency shall approve all costs and will reimburse the Consultant for all reasonable, allocable and allowable costs. The reasonableness and allowance of reimbursements sought under this Agreement are expressly made subject to the terms of (1) this Agreement; (2) Federal Acquisition Regulations sub-part 31-2; (3) Office of Management and Budget (OMB) Circular A-87 (46FR9548, January 28, 1981) and A-102 (45FR55086, August 18, 1980), (4) FDOT Overhead Audit Guideline for computation of field office overhead rate with respect to job-site costs and home and branch office expenses allocable to job-site costs, and (5) other pertinent federal and state regulations. By reference hereto, said sub-part of Federal Acquisition Regulations, OMB circulars and Federal Procurement Regulations are hereby incorporated in and made a part of the Agreement. Allowable Costs and Fees are defined as follows:

A. Direct Salaries and Wages: All direct salaries and wages of the Consultant for time expended by personnel in the performance of the work; however, this shall specifically exclude salaries and fringe benefits of Corporate Officers and Principles when expended in the performance of indirect functions.

Direct Salaries and Wages (salary costs) include both straight time payments and all overtime payments made for an employee's services on a project. Straight time costs shall be the actual hourly rate paid to an employee based on a forty (40) hour workweek. Overtime costs shall be the salary costs paid to an employee for work exceeding a forty (40) hour workweek. Overtime costs shall be paid as either Straight Overtime costs or Premium Overtime costs.

- Straight Overtime: Straight overtime shall be the portion of overtime compensation paid to employees at the straight time hourly rate and shall be burdened with overhead and fringe benefits.

- Premium Overtime: Premium overtime costs shall be the portion of overtime compensation paid in excess of the straight time hourly rate and shall not be burdened with overhead and fringe benefits.

- Payment of Overtime: Straight Overtime or Premium Overtime shall be paid in accordance with the Consultant's overtime policies and practices, provided that such compensation plan or practice is so consistently followed, in effect, to imply an equitable treatment of overtime for all the Consultant's clients.

- Compensation for straight time salary costs and straight overtime shall be made to the Consultant on the basis of actual hourly rates. Straight time salary costs shall not exceed the rates established in Attachment 1.

- Compensation for hours where Premium Overtime payments are applicable shall be made at a cost of one and one-half (1½) times the actual straight time hourly rate.

- The Consultant shall not invoice for vacation, holiday and sick time used by its personnel on the project.

B. Administrative Overhead and Fringe Benefits:

Administrative Overhead and Fringe Benefits are indirect costs computed as a percentage applied to chargeable salaries and wages of the Consultant (excluding premium overtime). Compensation to the Consultant for

Administrative Overhead and Fringe Benefits shall be at the combined negotiated rates set forth in Attachment 1. These rates may be adjusted during the term of this agreement subject to the following limitations:

- The combined Administrative Overhead and Fringe Benefits rates established in Attachment 1 are subject to change during the term of the Agreement based on the Consultant's most recent annual overhead audit, as approved by the Agency. If the Agency determines that a change in the established rates is appropriate, the rates shall be revised by an amendment to the Agreement. The revised rates shall be applicable to work authorizations in effect at the time of the amendment for work performed subsequent to the execution date of the amendment unless an effective date subsequent to the execution date of the amendment is set forth in the amendment. Adjustments to the combined allowance for administrative overhead and fringe benefits shall apply only to LOA's issued subsequent to the date of such the amendment.

- During the term of this Agreement, the percentage rate used for Administrative Overhead and Fringe Benefit costs shall be equal to the approved percentage rate given to the Consultant in their annual audit letter from the Florida Department of Transportation. If an FDOT annual audit letter is not available, an allowed overhead and fringe benefit percentage rate can be presented to the Agency for their approval. It is understood and agreed that this percentage rate is based on an Agency policy and should the Agency policy change, this ceiling shall be adjusted accordingly. Such adjustment shall be by written amendment, signed by both parties, and shall apply only to LOA's issued subsequent to the date of such written amendment.

C. Facilities Capital Cost of Money:

Facilities Capital Cost of Money shall be an allowable cost to the Consultant computed as a percentage applied to chargeable salaries and wages. Compensation to the Consultant for Facilities Capital Cost of Money shall be at the rate set forth in Attachment 1. This rate is currently not to exceed 2% of direct salaries and wages; the Consultant's actual rate may be adjusted during the term of the Agreement subject to the following:

- The facilities capital cost of money rate established in Attachment 1 is subject to change during the contract term based on the Consultant's most recent annual audit, as approved by the Agency. If the Agency determines that a change in the established rate is appropriate, the rate shall be revised by an amendment to this Agreement. The revised rate shall be applicable to work under LOA's in effect on the

effective date of the amendment for work performed subsequent to such date. Retroactive revisions to the facilities capital cost of money rate for work performed prior to the effective date of the rate change will not be permitted. Adjustments to the facilities capital cost of money rate shall not change the maximum amount established for a project in a work authorization.

D. Operating Margin:

Operating Margin shall be paid to the Consultant as a fixed percentage of the sum of actual salaries and wages and Administrative Overhead and Fringe Benefits.

- The Consultant shall earn Operating Margin at the negotiated rate set forth in Attachment 1.

E. Expenses:

Expenses shall include out-of-pocket expenses, subconsultant services, and other expenses.

- The Consultant shall be reimbursed for actual allowable out-of-pocket costs incurred. Payment shall be made for costs and expenses paid or incurred for the purchase of material and parts, purchase or lease of equipment, reproduction services, film processing, long distance telephone charges, delivery costs, fax costs, mobile phone costs, lease of special facilities, travel costs under Section 112.061, F.S., and purchases of other services (subcontracts) and/or items as approved by the Agency. To be allowable, other costs and expenses paid or incurred by the Consultant must be consistently treated as Other Direct Costs in accordance with accepted accounting principles, consistently applied, must be reasonable and directly related to the performance of the Agreement; and must be properly supported by invoices, canceled checks, or other such evidence of payment and propriety of such expenses. Purchases of equipment and other tangible personal property of a nonconsumable and nonexpendable nature shall not be eligible for reimbursement as a direct cost, unless such purchase is approved by the Agency in a work authorization. Equipment and other tangible personal property of a nonconsumable and nonexpendable nature approved for purchase by the Agency for exclusive use by the Consultant on this project shall become the property of the Agency when reimbursement is made to the Consultant.

- The Consultant shall be reimbursed for actual subconsultant costs incurred. The Consultant shall allow subconsultants the following costs:

  - Salaries and Wages at actual hourly rates paid to employees. If a Letter of Authorization sets a cap for a named individual or position classification, compensation shall be limited to the cap.

  - Administrative Overhead and fringe benefits at the rate(s) established in the Letter of Authorization. The rate(s) shall be fixed and not subject to audit adjustment. Separate rates will be authorized for work performed at a Home/Branch Office and the Field Office (Job Site Office).

  - Operating Margin as a percent of the sum of direct salaries and wages and administrative overhead and fringe benefits. The rate shall be fixed at the rate set forth in the LOA.

  - Actual expenses in accordance with this Exhibit "D", Section (IV)(E).

- Other billing rates/unit prices as established in the LOA.

- Expense costs not otherwise addressed above such as equipment usage rates, Consultant in-house reproduction rates, etc., shall be at the rates established in a LOA.

- Unless otherwise required herein, purchases of subcontract services and tangible personal property should, to the maximum extent possible, be obtained from certified Minority Business Enterprises (as certified by Department of General Services) or certified Disadvantaged Business Enterprises (as certified by the City Of Tallahassee or Leon County.

V. PROVISIONS FOR PAYMENT:

For each project authorized by a LOA, the Consultant shall prepare and submit three (3) copies of a progress payment invoice at the end of each month to the Agency's contract manager. Where possible payments of invoices will be tied to the percentage of completion of a project and at no time without the pre-approval of the Director Blueprint 2000 will the cumulative amount billed to a particular LOA exceed the percentage of completion of work under that LOA, or applicable task.

Expenses may be billed separately from other costs. Progress payment invoices shall be supported by such detailed cost information as may be required by the Agency to substantiate the charges being invoiced, and in a format acceptable to the Agency.

A single monthly, consolidated invoice will be prepared which will summarize the information above by LOA. The prescribed supporting documentation will be attached to the consolidated invoice.

Bills for compensation for services or expenses shall be submitted to the Agency in detail sufficient for a proper pre-audit and post audit thereof.

The Consultant shall promptly pay all subconsultants their proportionate share of payments received from the Agency.

Each monthly progress payment invoice shall include a certification specifying payments to MBE/DBE sub consultants. Failure to provide this completed form shall be cause for rejecting the invoice.

VI. RETAINAGE:

The Agency will not require retainage with regard to any LOA that does not have a specific deliverable. For those LOAs with specified deliverables 25% of the operating margin, will be retained monthly and paid only upon final acceptance of the specified deliverable. Upon final acceptance the consultant may bill the Agency for the retainage.

VII. PROJECT CLOSEOUT:

A. Final Audit: The Agency may perform or have performed, a final audit of the records of the Consultant and any or all subconsultants to support the compensation paid the Consultant. The audit would be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the Consultant under this Agreement are subsequently properly disallowed by the Agency because of accounting error or changes not in conformity with this Agreement, the Consultant agrees that such disallowed amounts are due to the Agency upon demand. Further, the Agency shall have the right to deduct from any payment due the Consultant under any contracts between the Agency and the Consultant, an amount sufficient to satisfy any amount due and owing the Agency by the Consultant under this Agreement. Payment to the Consultant shall be adjusted for audit results.

B. Certificate of Completion: Subsequent to the completion of the final audit, a Certificate of Completion will be prepared for execution by both parties

stating the total compensation due the Consultant, the amount previously paid, and the difference.

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

Attachment 1, Details of Cost and Fees

Attachment 1 to Exhibit D

PRICE PROPOSAL FORMAT

DETAILS OF COSTS AND FEES

I. JOB CLASSIFICATIONS AND WAGE RATES

JOB CLASSIFICATION TECHNICAL/ADMINISTRATIVE	WAGE RATE*
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

II. ADMINISTRATIVE OVERHEAD AND FRINGE BENEFITS RATE

	HOME/BRANCH OFFICE	FIELD OFFICE
Administrative Overhead	_____%	_____%
Fringe Benefits	_____%	_____%
Combined Rate	_____%	_____%

III. FACILITIES CAPITAL COST OF MONEY: _____%

Facilities capital cost of money represents a fixed percentage of direct salaries and wages.

IV. OPERATING MARGIN _____%

V. WAGE INFLATION RATE (Agreement Year 1) 5 %
(Agreement Year 2) 5 %

Agreement Years 3, through 10 to be negotiated at BLS: Employment Cost Index: Total compensation: White-collar occupations: Private industry, NSA plus an appropriate percentage. The Agency reserves the right to approve (on an annual basis) the proposed salary rates of the Consultant's staff dedicated to Blueprint 2000 projects.

Exhibit E

Performance Evaluation Criteria

Performance Evaluation Criteria
General Engineering Consultant
Blueprint 2000 Intergovernmental Agency

Consultant_____
Period: from_____ to _____

Performance Criteria	Performance Weight	Score 1-100	Weighted Score, 100 max
Cost Control	30%		
Schedule	25%		
Safety (Worker and Public)	05%		
Innovation & Value	20%		
MBE	10%		
Client Satisfaction	10%		
Total	100%		

Performance Scoring Basis

Consistently Exceeds Expectations	91-100
Occasionally Exceeds Expectations	64-90
Consistently Meets Expectations	43-63
Occasionally Fails to Meet Expectations	21-42
Consistently Fails To Meet Expectations	0-20

Application

Designated Blueprint Managers and the Director will each evaluate the Consultant in accordance with the above guidelines. Scores will be averaged to develop a combined weighted score. The combined weighted score, as approved or modified by the Intergovernmental Management Committee or their designees, will then be used to develop the performance bonus to be paid by the Agency or the liquidated costs to be paid by the Consultant. Example:
Evaluator #1 Average weighted score: 75
Evaluator #2 Average Weighted score: 65
Director Average weighted Score 55
Total Weighted Score 205
Average Weighted Score 205/3 = 68.33 (68*)

*.50 and above will round up to the next whole number; .49 and below will be round down to 0.

(6) An average weighted score of 45 to 55 is considered to be neutral, and the Consultant would not receive a performance bonus or be subject to assessment of liquidated costs. The Consultant would receive a bonus equal to 2% of the available performance bonus pool for each point of average weighted score above 55. For example: a score of 58 would earn 6% of the available bonus pool. A total average weighted score, on any periodic evaluation of the Consultant's performance above 90 is indicative of superior performance and will entitle the consultant to 100% of the available performance bonus for the evaluated period.

(7) The Consultant would be required to pay liquidated costs in an amount equal to 2% of the liquidated cost pool for each point of average weighted score below 45. For example a score of 40 would result in an assessment of liquidated costs in an amount equal to 10 % of the liquidated cost pool . A total average weighted score, on any periodic evaluation of the Consultant's performance below 10 is indicative of unacceptable performance and will cause the Consultant to forfeit 100% of the available liquidated cost pool.

(8) An average score of 30 or less (un-weighted) in any single evaluation criteria, regardless of the total weighted average score, will be considered substandard performance and no performance bonus will be awarded.

Examples:

Maximum value of the performance bonus applicable to the period: $25,000 Average weighted score 76 Minimum scores per category are met.

76 (total average weighted score)-55(floor for incentive) X.02X$25,000= $10,500 bonus

45(ceiling for liquidated costs)-37(total average weighted score) X.02X $25,000= $4,000 liquidated costs

EXHIBIT "F"

FINANCIAL PACKAGE INSTRUCTIONS

EXHIBIT "F"

REQUIREMENTS FOR FINANCIAL INFORMATION

The Agency requires that the successful proposer submit financial information to verify data contained in their price proposal. Additional the financial information may be used if necessary, as the basis of a pre award audit IAW Federal Highway Administration requirements. It is the intent of the Agency to utilize where ever possible current data on file with the Florida Department of Transportation to satisfy this requirement.

In order to expedite the negotiations, the number one ranked Consultant must submit a "financial package" as requested by the Director. The "financial package" should contain adequate information to support the basis for costs contained in the Consultant's price proposal (i.e., wage rates, overhead rates, expenses, etc.). The financial package shall be prepared in accordance with the Florida Department of Transportation's (here after referred to as the Department) Topic 375-030-002c, dated August 18, 1994. As a minimum, it should include the following:

1. Identification of the basis for proposed wage rates

   a. If rates for specific employees are used, payroll information, such as a current payroll register, which supports the employee(s) wage rate, should be attached.

   b. If averages for select employees are used, payroll information and an explanation of how the average wage rate was computed (i.e., straight average, weighted average, etc.) must be provided.

   c. If the Consultant's average rates for specified job classes are used, appropriate company records, which identify employees within the classes and their respective wage rates should be submitted.

   d. If the proposed wage rates include inflationary increases, the percentage of such increases must be justified as being consistent with past increases given to the employees. This can be accomplished by providing a certified schedule of the employees' wage rates, which shows annual increases given for the two previous years. This schedule should clearly distinguish between raises given as a result of promotions, change in job, etc., and annual inflationary increases. The normal dates that employees are expected to receive inflationary adjustments should be identified and used in the calculation of proposed wage rates.

   e. The wage rate documentation must reference the Consultant's employees or job classes to those contained in the fee proposal.

   f. The payroll data submitted in support of proposed wage rates must contain current (date of submission) pay rates and contain a certification from a responsible company official that the rates are actual on that particular date.

2. Overhead & Fringe Benefits

a. If the Consultant is prequalified with the Department, a copy of the most recent overhead audit which was used for prequalification or renewal purposes should be included in the financial package. In addition, a copy of the Department's Contractual Services Office's letter of approval of the overhead rate must be included. Please note that Department procedure requires, as part of the prequalification renewal process, the submission of an updated overhead audit within 150 calendar days following the close of the Consultant's fiscal year.

b. If a current overhead audit is not available, the Consultant should prepare an overhead analysis in the standard FDOT format for the most recently completed fiscal year and include it in the financial package. The overhead analysis should be supported by the Consultant's annual financial report as prepared by an independent Certified Public Accountant (C.P.A.). A copy of the Consultant's year-end trial balance and any adjustments prepared by the C.P.A. should be provided.

c. The Agency intends to provide field office space to a portion of the consultant staff dedicated to this contract therefore a separate overhead rate for a field office must be submitted. If the Consultant does not have an approved field office overhead rate which has been established through the prequalification process, a field office overhead rate should be prepared by the Consultant in accordance with the instructions contained in the FDOT Overhead Guidelines which are part of the Department's Consultant prequalification package.

3. Expenses

a. Sufficient documentation must be provided in the financial package to support the basis for all expenses contained in the price proposal. Written quotes from vendors, invoices reflecting prices paid on previous purchases, copies of catalog pages, etc. may be used as support for the proposed prices. Verbal quotes from vendors may be acceptable if adequate supporting documentation (name and telephone numbers of the person furnishing the price quote) is provided. The acquisition of any item costing more than $1,000 shall be supported by at least two quotes, when competition exists.

b. As a general rule, the method of acquisition for any capital asset (item costing $500 or more and having a life expectancy of 1 year or more) shall be determined through the use of a lease versus purchase analysis. A copy of the analysis shall be included in the financial package. If the Agency is not to obtain title to capital assets being acquired, a reasonable allowance for salvage value of the items must be provided.

4. Operating Margin

The operating margin which is paid in a Consultant contract does not necessarily represent net profit to the Consultant. Operating margin is intended to compensate the Consultant for those normal business expenses, which are excluded from allowable overhead by Federal Regulation (e.g., interest, advertising, bad debts, etc.) as well as provide the Consultant with a reasonable profit.

In the calculation of Operating Margin the estimated net profit percentage must be clearly identified.

Operating margin in Agency contracts will be calculated as a percentage of direct salaries plus overhead. The percentage is negotiated not to exceed 15 percent.

5. Subconsultants

Significant sub consultant costs shall be specifically identified in the price proposal and supported in the same manner as the prime Consultant's price. The subconsultants may also subject to the same pre-award audit requirements as the prime Consultant if their proposed costs are $250,000 or greater. Each sub consultant identified within the proposal need not submit the financial information however sub consultants identified with a major and continuing role shall submit the requested information. The Agency reserves the right to require financial information on all sub consultants on a case-by-case, LOA basis.

The financial package will be reviewed by the Agency. Any deviations from the requirements will be communicated directly with the Consultant. Furthermore, all financial information received from the Consultants will be retained in the highest degree of confidence allowable.

CONSULTANT

Details for Fringe Benefits and Overhead

Fiscal Year Ended

Line Item	Amount	%*
Fringe Benefits	$	
Payroll Taxes		
Vacation, Holidays, Sick Leave		
Group Insurance		
Profit Sharing/Retirement Plan	_____	
General Overhead		
Technical Salaries - Non Productive	$	
G & A Salaries		
Business Taxes		
Legal & Accounting		
Interest & Bank Charges		
Rent, Utilities & Maintenance		
Office Supplies		
Telephone & Telegraph		
Auto, Truck & Airplane Exp.		
Public Relations		
Business Insurance		
Civic Contributions		
Bad Debts		
Entertainment		
Interest		
	_____	
TOTAL	$_____	$
Direct Labor	$_____	100%

* Percentages are determined by dividing amount per line item by the direct labor total.

wp\3lakes.exe

Attachment #9B

Letter of Authorization #1

CITY OF TALLAHASSEE - LEON COUNTY
BLUEPRINT 2000 & BEYOND
INTERGOVERNMENTAL AGENCY

1311 Executive Center Drive, Suite 109
The Koger Center, Ellis Building
Tallahassee, FL 32301
Tel: 850.701.2740
Fax: 850.701.2790

THE LPA GROUP INCORPORATED
1320 Executive Center Drive, Suite 100
Tallahassee, Florida 32301

October 1, 2009

ATTN: Paul Holt, P.E.
Sr. Vice President

Re: FY10 Amendment to Letter of Authorization One
Reference: Contract No. 597
Effective October 1, 2009

Dear Mr. Holt:

As per Paragraph 1.B. of the Agreement between the Intergovernmental Agency (Agency) and THE LPA GROUP INCORPORATED, dated December 30, 2003 and renewed on February 27, 2010, you are hereby authorized, upon your firm's written acceptance of this authorization, to perform the specific tasks as set forth in Attachment 1 (Services and Tasks), which is attached hereto and made a part hereof. Services are authorized to commence upon the date of your acceptance of this Letter of Authorization (LOA) Number One and continue until the end the fiscal year on September 30, 2010. All services will be performed in accordance with requirements of the Agreement and this LOA.

For required services compensation shall be a Maximum Limiting Amount of **$5,739,030.00** as detailed in Attachment 3 (Method of Compensation), which is attached hereto and made a part hereof. It is expressly understood that the Maximum Limiting Amount may be adjusted only upon written amendment to this LOA, such amendment indicating availability of funds. Attachment 3 services to be performed by THE LPA GROUP INCORPORATED or by Jacobs Engineering, Incorporated, may be performed by field office personnel or by home office personnel and will be billed at the approved overhead rates. Subconsultant billing rates will be based upon a rate schedule approved in advance by the Director. Not withstanding any of the above, in no event will the Maximum Limiting Amount be exceeded without an approved amendment. **$323,521.87** of this LOA will be subject to Performance Bonus/ Liquidated Cost.

For the current term of this LOA, the following staff is approved to occupy Agency offices and utilize Agency equipment in the performance of their approved Agency duties:

Program Manager – Dave Snyder
Engineering Manager – Jim Shepherd
Public Involvement/Information Manager – Margie Quillman
Public Involvement/Information Officer – Carlana Hoffman
Project Controls Manager – Joey Gordon
Project Manager – Gary Phillips
Project Manager – Ed Ringe
Project Manager – Marek Romanowski
Project Manager – Latesa Turner
Construction Manager – Marcus Kelly

These staff shall be billed to the project at approved field office overhead rates.

In performing services described in this Authorization, Consultants may utilize the following subconsultants to perform the specified services:

1) Jacobs Engineering, Inc. (Prime Sub)
2) Moore Bass Consulting (Stormwater, Landscape) – MBE
3) Pope Environmental, Inc. (Environmental) – MBE
4) Beck Consulting Services, Inc. (Gov. Relations) - MBE
5) Quest Corporation of America (Public Involvement) – MBE
6) THC Right of Way Services, Inc. (ROW)
7) Uzzell Advertising (Public Relations, Web Services) – MBE
8) Greenman Pederson, Inc. (Survey & Mapping)
9) Allen Nobles & Associates (Survey & Mapping)

No additional subconsultants are permitted to work on this Authorization without the written consent of the Agency.

The Consultant shall utilize MBE firms to perform services under this Authorization as set forth in Attachment 4 (MBE Utilization Form), which is attached hereto and made a part hereof.

Equipment or software required for this LOA will be coordinated with and approved by the Agency Program Manager prior to any procurement by the Consultant. Invoices for services provided under this LOA will be billed in accordance with Exhibit D to the Agreement.

All services under this LOA shall be completed in accordance with the Schedule set forth in Attachment 2, unless extended pursuant to a Time Extension Letter in the form set forth in Attachment 5 (Time Extension Letter).

This LOA is not subject to retainage. The amount of such retainage is set forth in Attachment 6 (Retainage), which, if applicable, is attached hereto and made a part hereof. Total amount of retainage is $ N/A. (Attach a spreadsheet indicating retainage by task if applicable.)

CITY OF TALLAHASSEE - LEON COUNTY
BLUEPRINT 2000 & BEYOND
INTERGOVERNMENTAL AGENCY

If you are in agreement with the terms of this LOA, please indicate your acceptance by your signature below and return three (3) signed originals to this office, attention Mr. Phil Maher, and retain one original for your file. Do not begin Work in regard to this LOA until you have signed and returned those documents.

Maximum Limiting Amount
LOA No. One **$5,739,030.00**

Cumulative Expenditure (thru 9/30/09)
LOA No. One **$4,596,182.98**

Sincerely,

James H. Davis, Director
Blueprint 2000 & Beyond

Approved as to form:

By: _____

Date: 10/5/09

Accepted:
THE LPA GROUP INCORPORATED

By: _____

Title: _____

Date: _____

Attachments:
1. Services and Tasks for LOA One
2. Schedule for LOA One (N/A)
3. Method of Compensation
4. MBE Participation for LOA One

Letter of Authorization Number One
Specific Scope October 1, 2009 – September 30, 2010
General Program Management and Support

Task 1.1 Program Setup - This task is to provide initial set up of the Blueprint Office. This will include administrative functions to include billing methodology, reporting methodologies, program management methodologies, data processing requirements and other operational requirements needed to properly manage the Blueprint 2000 program. This task is restricted to initial set up of systems.

Scope of Work for Period Includes:

NO ACTIVITY THIS PERIOD

Task 1.2 Program Management Support - This task will provide support to the Blueprint 2000 office. This includes but is not limited to the development of policies and procedures to include a Procedures Manual, Environmental Management Plan, Land Banking Policy, Plans Review Policy, Development of Standard Contracts, and other policies and procedures required for the operation of the Blueprint 2000 program. Support of and attendance at Blueprint committees and staff as required. This task includes Blueprint staff augmentation as authorized.

Scope of Work for Period Includes:

Subtask 1.2a - Staff Augmentation, Program Manager at 70% utilization rate for this LOA.

Task 1.3 Planning and Budget - This task is to provide the planning functions required to implement the Blueprint 2000 Program. This function is for general planning, not project specific planning. Inclusive in this task is the development and maintenance of the Blueprint 2000 Master Plan and preparation of the Capital Budget. Planning support to the Blueprint 2000 Planning Manager is included in this task.

Scope of Work for Period Includes:

Subtask 1.3a – Revision and updates to FY10 Blueprint Master Plan.

Subtask 1.3b – Part time support to the Blueprint Planning Manager

Subtask 1.3c – Assist with the development of the FY10 capital budget

Task 1.4 Communications and Public Relations - This task is to develop and implement a Blueprint 2000 Communication and Public Relations Program. This Plan will include the development and maintenance of a Blueprint 2000 Web site and other media requirements as required as well as periodic public meetings an attendance at specific public events.

Scope of Work for Period Includes:

Subtask 1.4a – Staff augmentation for Blueprint Public Involvement/Public Information Specialist.
Subtask 1.4b – Revisions and updates to the Public Involvement Master Plan
Subtask 1.4c – Continued development of project web pages and in-house maintenance of new Blueprint Web Site
Subtask 1.4d – Assist with the development of the capital budget
Subtask 1.4e – Attendance at non-project specific meetings (organizational, CAC, TCC, etc.)

Task 1.5 Land Acquisitions and Land Management - This task is to support and assist in the setup of the Blueprint Management Systems for the which will be utilized during the acquisition of all real property for the Program. This property acquisition will include the Headwaters of the St. Marks, Lake Lafayette, Lake Jackson, Advance Right-of-Way acquisitions for both roadway and non-roadway projects.

Scope of Work for Period Includes:

Subtask 1.5a - Staff Augmentation from the ROW Manager to assist as requested from the Blueprint Planning Manager in the acquisition of sensitive lands

Task 1.6 Environmental Management Support - This task is inclusive all non-roadway elements of the Blueprint 2000 philosophy as articulated in the Blueprint 2000 and Beyond report. Inclusive in this task are the planning for, acquisition of, design, construction and management of greenways and trails.

Scope of Work for Period Includes:

Subtask 1.6a – Assist with the revisions of the Master Plan (Environmental Review) and the preparation of Environmental Management Plan
Subtask 1.6b – Development of environmental review procedures
Subtask 1.6c – Lead efforts for visioning meeting with regulatory agencies

Task 1.7 Storm water and Water Quality - This task includes the planning, acquisition of; design, construction and management of retrofit storm water facilities and water quality ponds as identified in the Blueprint 2000 and Beyond Project Definitions Report.

Scope of Work for Period Includes:

Subtask 1.7a – Assist with the revisions to the Master Plan
Subtask 1.7b – Coordination with City and County Stormwater Staff

Task 1.8 Intelligent Transportation Systems - This task includes the integration of Intelligent Transportation Systems within the Blueprint 2000 program. Such items as enhanced signalization, lighting, pavement markings, variable message signage and other technology items that enhance the driver information, safety or convenience.

Scope of Work for Period Includes:

Subtask 1.8a – Coordinate as directed with City Traffic Engineering Staff to integrate corridor systems intersection improvements in the City's signalization system.

Task 1.9 Alternative Forms of Transportation - This task includes the development of recommendations for alternative forms of transportation that may be constructed in the Blueprint Right-of-Way as articulated in the Blueprint 2000 and Beyond report. It is anticipated that no activity will occur on this task until post 2008.

Scope of Work for Period Includes:

NO ACTIVITY THIS PERIOD

Task 1.10 Financial Services - This task includes support for the Blueprint 2000 Financial Manager. Specific support will include fund-leveraging

activities including grant and loan applications, standard contract language for use by the Agency. This task also includes coordination with the Finance Committee and the Financial Advisor.

Scope of Work for Period Includes:

Subtask 1.10a - Assist the Blueprint Financial Manager grant development and the creation of a grant source master list, and with completing grant loan applications

Task 1.11 Other Duties - Other duties as required supporting the program not to exceed $50,000.

Scope of Work for Period Includes:

Subtask 1.11a – General non-project specific development of construction guidelines and review of construction portions of the Master Plan

Subtask 1.11b – Provide governmental liaison to assist with the development of fund leveraging strategies

FY10 AMENDED LOA AMOUNTS

	FY09 AMT	AMEND NO 23	AMEND NO 24	Amend No. 25	NEW FY 10 AMTS	NEW FY 10 ROW AMTS	NEW FY 10 LOA TOTALS	
LOA1	4,979,030	4,979,030	4,949,030	4,939,030	800,000		5,739,030	LOA 1
LOA2	2,678,101	2,678,101	2,678,101	2,678,101	941,584		3,619,685	LOA 2
LOA2 ROW	50,000	50,000	50,000	50,000		25,000	75,000	LOA 2 ROW
LOA3	778,806	990,215	990,215	990,215	0		990,215	LOA 3
LOA4	3,048,559	3,048,559	3,078,559	3,088,559	0		3,088,559	LOA 4
LOA5	2,141,501	2,141,501	2,141,501	2,141,501	386,356		2,527,857	LOA 5
LOA5 ROW	2,802,000	2,802,000	2,802,000	2,802,000		900,000	3,702,000	LOA 5 ROW
LOA6	449,741	449,741	449,741	449,741	30,706		480,447	LOA 6
LOA7	2,416,187	2,204,778	2,204,778	2,204,778	0 **		2,204,778	LOA 7
LOA7 ROW	832,000	832,000	832,000	832,000			832,000	LOA 7 ROW
LOA8	553,746	553,746	553,746	553,746	373,206		926,952	LOA 8
LOA8 ROW	100,000	100,000	100,000	100,000			100,000	LOA 8 ROW
LOA9	1,115,045	1,115,045	1,115,045	1,115,045	0 **		1,115,045	LOA 9
TOTALS	21,944,716	21,944,716	21,944,716	21,944,716	2,531,852	925,000	25,401,568	

** - LOA 7 and 9 are $0.00 for FY10
Carryover in these 2 LOA's will fund FY10 charges

Attachment 1A to Exhibit D (FY10)
THE LPA GROUP INCORPORATED

PRICE PROPOSAL FORMAT

DETAILS OF COSTS AND FEES

I. JOB CLASSIFICATIONS AND WAGE RATES

JOB CLASSIFICATION TECHNICAL/ADMINISTRATIVE	WAGE RATE
Chief Engineer	$75.77
Sr. Project Engineer	$67.56
Project Manager	$48.50
Project Engineer	$46.75
Engineering Intern	$30.62
Designer	$48.88
Environmental Specialist	$27.04
Sr. Engineering Technician	$26.75
CEI Inspector	$34.63
Sr. Architect	$52.00
Sr. Planner	$55.51
Planner	$34.20
Sr. Scientist	$65.85
Scientist	$40.29
GIS Specialist	$27.45
Public Information Specialist	$37.14
Secretary/Clerk	$20.08

II. ADMINISTRATIVE OVERHEAD AND FRINGE BENEFITS RATE

	HOME/BRANCH OFFICE	FIELD OFFICE
Administrative Overhead	_____%	_____%
Fringe Benefits	_____%	_____%
Combined Rate	153.52 %	114.78 %

Attachment 1A to Exhibit D
THE LPA GROUP INCORPORATED

PRICE PROPOSAL FORMAT

DETAILS OF COSTS AND FEES

III. FACILITIES CAPITAL COST OF MONEY: 0.683 %

Facilities capital cost of money represents a fixed percentage of direct salaries and wages.

IV. OPERATING MARGIN 12.5 %

V. WAGE INFLATION RATE

(Agreement Year 3)	5 %
(Agreement Year 4)	4.4 %
(Year 5 per contract)	4.4 %

Agreement Years 4 and 5 to be negotiated at BLS: Employment Cost Index: Total compensation: White-collar occupations: Private industry, NSA plus an appropriate percentage.

Attachment 1A to Exhibit D
Jacobs Civil Incorporated (FY10)

PRICE PROPOSAL FORMAT

DETAILS OF COSTS AND FEES

I. JOB CLASSIFICATIONS AND WAGE RATES

JOB CLASSIFICATION TECHNICAL/ADMINISTRATIVE	WAGE RATE
Architect	$33.71
CADD/Computer Technician	$23.78
CEI Inspector	$24.27
CEI Inspector's Aide	$15.14
CEI Admin/Resident Compliance Officer	$21.06
CEI Senior Inspector	$32.02
Chief Engineer	$90.06
Chief Engineer (2) (GEC Engineering Manager)	$74.40
Contract Support Specialist	$34.01
Designer	$34.85
Engineer	$45.66
Engineer Intern	$28.24
Engineering Technician	$23.78
Planner	$32.77
Project Administrator	$49.04
Project Architect	$35.64
Project Engineer	$33.41
Project Manager	$59.40
Public Information Officer	$37.31
Secretary/Clerical	$23.18
Senior Architect	$50.62
Senior Engineer	$57.25
Senior Engineer Technician	$37.29
Senior Planner	$63.88
Senior Project Engineer	$57.99

Attachment 1A to Exhibit D
Jacobs Civil Incorporated

PRICE PROPOSAL FORMAT

DETAILS OF COSTS AND FEES

CONTINUED

II. ADMINISTRATIVE OVERHEAD AND FRINGE BENEFITS RATE

	HOME/BRANCH OFFICE	FIELD OFFICE
Administrative Overhead	_____ %	_____ %
Fringe Benefits	_____ %	_____ %
Combined Rate	129.05 %	99.19 %
Direct Expense Rate (CEI staff)		19.21 %

III. FACILITIES CAPITAL COST OF MONEY: N/A %

Facilities capital cost of money represents a fixed percentage of direct salaries and wages.

IV. OPERATING MARGIN 12.5 %

V. WAGE INFLATION RATE

(Agreement Year 3)	5 %
(Agreement Year 4)	4.4 %
(Year 5 per contract)	4.4 %

Agreement Years 4 and 5 to be negotiated at BLS: Employment Cost Index: Total compensation: White-collar occupations: Private industry, NSA plus an appropriate percentage.

CITY OF TALLAHASSEE - LEON COUNTY
BLUEPRINT 2000 & BEYOND
INTERGOVERNMENTAL AGENCY

Minority Business Enterprise
MBE UTILIZATION REPORTING FORM

THE LPA GROUP INCORPORATED
PRIME COMPANY NAME

October 1, 2009
DATE

NO. 597
CONTRACT #

One
Letter of Authorization (LOA) #

Company Name, Contact Name, Address, and Telephone No.	Certified		Specify Scope of Work to be performed	Specify All Items to be Supplied	Dollar Amount
	YES	NO			
Moore Bass Consulting 805 North Gadsden Street Tallahassee, FL 32303 850-222-5678	X		Aesthetic Guidelines, Asst. With Master Plan, Landscape Architecture overview		$21,546
Pope Environmental 2680 Baum Road Tallahassee, FL 32312 850-509-9998	X		Environmental Review, Sensitive Lands Working Group, Master Plan Asst., Permit Reviews		$0.00
Quest Corporation of America 1400 Village Square Blvd, #3-122 Tallahassee, FL 32312 850-508-4445	X		Public Involvement, Asst. With Master Plan, Review of Public Involvement Plans, Asst. w/ Public Meetings		$39,072
Uzzel Advertising 2260 Wednesday Street, Suite 100 Tallahassee, FL 32308 850-513-1990	X		Public Relations, Web Authoring, Web Site Maint., Graphic Design		$20,000
Katherine Beck Consulting Services 2292-B Hampshire Way Tallahassee, FL 32309 850-566-0999	X		Assist with SIS Funding, Pursue additional funding opportunities		$0.00

15.5% of eligible services on this LOA will be performed by Certified MBE firms.

Approximately 0% of this LOA is funded by State or Federal Funds and that amount was not used in calculating the above percentages.

Minority Report Form
LOA One
October 1, 2009

ALL MBE's MUST BE CERTIFIED BY THE CITY OR COUNTY AT THE TIME OF THIS SUBCONTRACT AWARD IN ORDER TO BE UTILIZED TO MEET THE MBE GOAL

Authorized Signature:_____ **Printed Name:** Paul Holt, P.E.

Title: Sr. Vice President **Contact Name and Title (if different):**_____

Company Name: THE LPA GROUP INCORPORATED **Telephone Number(s):** 850-205-0460

Address: 1320 Executive Center Drive **Fax Number:** 850-205-0461

City/State/Zip Code: Tallahassee, Florida 32301 **Date:** October 1, 2009

Attachment #9C

Letter of Authorization #2

CITY OF TALLAHASSEE - LEON COUNTY
BLUEPRINT 2000 & BEYOND
INTERGOVERNMENTAL AGENCY

1311 Executive Center Drive, Suite 109
The Koger Center, Ellis Building
Tallahassee, FL 32301
Tel: 850.701.2740
Fax: 850.701.2790

THE LPA GROUP INCORPORATED
1320 Executive Center Drive, Suite 100
Tallahassee, Florida 32309

October 1, 2009

ATTN: Paul Holt, P.E.
Sr. Vice President

Re: FY10 Amendment to Letter of Authorization Two
Reference: Contract No. 597
Effective October 1, 2009

Dear Mr. Holt:

As per Paragraph 1.B. of the Agreement between the Intergovernmental Agency (Agency) and THE LPA GROUP INCORPORATED, dated December 30, 2003 and renewed on February 27, 2009, you are hereby authorized, upon your firm's written acceptance of this authorization, to perform the specific tasks as set forth in Attachment 1 (Services and Tasks), which is attached hereto and made a part hereof. Services are authorized to commence upon the date of your acceptance of this Letter of Authorization (LOA) Number Two and continue until the end of the fiscal year on September 30, 2010. All services will be performed in accordance with requirements of the Agreement and this LOA.

For required services compensation shall be a Maximum Limiting Amount of **$3,694,685.00** (this amount includes $75,000.00 in Right-of-Way acquisition services which is to be shown as a separate line item on all invoices for this LOA) detailed in Attachment 3 (Method of Compensation), which is attached hereto and made a part hereof. It is expressly understood that the Maximum Limiting Amount may be adjusted only upon written amendment to this LOA, such amendment indicating availability of funds. Attachment 3 services to be performed by THE LPA GROUP INCORPORATED or by Jacobs Civil, Incorporated, may be performed by field office personnel or by home office personnel and will be billed at the approved overhead rates. Subconsultant billing rates will be based upon a rate schedule approved in advance by the Director. Not withstanding any of the above, in no event will the Maximum Limiting Amount be exceeded without an approved amendment. **$376,764.12** of this LOA will be subject to Performance Bonus/ Liquidated Cost.

For the current term of this LOA, the following staff is approved to occupy Agency offices and utilize Agency equipment in the performance of their approved Agency duties:

Program Manager – Dave Snyder
Engineering Manager – Jim Shepherd
Public Involvement/Information Manager – Margie Quillman
Public Involvement/Information Officer – Carlana Hoffman
Project Controls Manager – Joey Gordon
Project Manager – Gary Phillips
Project Manager – Ed Ringe
Project Manager – Marek Romanowski
Project Manager – Latesa Turner
Construction Manager – Marcus Kelly

These staff shall be billed to the project at approved field office overhead rates.

In performing services described in this Authorization, Consultants may utilize the following subconsultants to perform the specified services:

1) Jacobs Engineering, Inc. (Prime Sub)
2) Moore Bass Consulting (Stormwater, Landscape) – MBE
3) Pope Environmental, Inc. (Environmental) – MBE
4) Beck Consulting Services, Inc. (Gov. Relations) - MBE
5) Quest Corporation of America (Public Involvement) – MBE
6) THC Right of Way Services, Inc. (ROW)
7) Uzzell Advertising (Public Relations, Web Services) – MBE
8) Greenman Pederson, Inc. (Survey & Mapping)
9) Allen Nobles & Associates (Survey & Mapping)

No additional subconsultants are permitted to work on this Authorization without the written consent of the Agency.

The Consultant shall utilize MBE firms to perform services under this Authorization as set forth in Attachment 4 (MBE Utilization Form), which is attached hereto and made a part hereof.

Equipment or software required for this LOA will be coordinated with and approved by the Agency Program Manager prior to any procurement by the Consultant. Invoices for services provided under this LOA will be billed in accordance with Exhibit D to the Agreement.

All services under this LOA shall be completed in accordance with the Schedule set forth in Attachment 2, unless extended pursuant to a Time Extension Letter in the form set forth in Attachment 5 (Time Extension Letter).

CITY OF TALLAHASSEE - LEON COUNTY
BLUEPRINT 2000 & BEYOND
INTERGOVERNMENTAL AGENCY

This LOA is not subject to retainage. If applicable, the amount of such retainage is set forth in Attachment 6 (Retainage), which, if applicable, is attached hereto and made a part hereof. Total amount of retainage is $ N/A. (Attach a spreadsheet indicating retainage by task if applicable.)

If you are in agreement with the terms of this LOA, please indicate your acceptance by your signature below and return three (3) signed originals to this office, attention Mr. Phil Maher, and retain one original for your file. Do not begin Work in regard to this LOA until you have signed and returned those documents.

Maximum Limiting Amount
LOA No. Two **$3,694,685.00**

Cumulative Expenditure (thru 9/30/09)
LOA No. Two **$2,340,781.69**

Sincerely,

James H. Davis, Director
Blueprint 2000 & Beyond

Approved as to form:

By: _____

Date: 10/5/09

Accepted:
THE LPA GROUP INCORPORATED

By: _____

Title: _____

Date: _____

Attachments:
1. Services and Tasks for LOA Two
2. Schedule for LOA Two (N/A)
3. Method of Compensation LOA Two
4. MBE Participation for LOA Two

Letter of Authorization Number Two
Specific Scope October 1, 2009 – September 30, 2010
Capital Cascade Trail

Task 2.1 Project Management This task includes the management of the Capital Cascade Trail inclusive of all facets from inception to project completion and closeout. Inclusive in this task are scheduling, reporting, budget management, Right-of-Way acquisition and management, public information, and public involvement, recommendations on delivery methods, coordination with other projects and agencies, administration, permitting, plans review, management of contractor and sub consultants, quality control and verification of billings and disbursements. This tasking specifically includes coordination with Florida Department of Transportation (FDOT), City of Tallahassee and Leon County Stormwater sections, coordination with the Joint Planning Agency and specifically the Gaines Street Planning group, the City Attorney on the resolution of Capital Cascade Park, City of Tallahassee Director of Public Works for the contamination clean up, Florida A & M University, Florida State University, the Council for the Performing Arts and the Trust for Public Lands for their public involvement. All environmental, recreation, stormwater and water quality facets of the Blueprint philosophy are included in this task.

Scope of Work for Period Includes:

Subtask 2.1a – Project Management Services to include:

1) **Maintain project controls and management practices**
2) **Coordinate Right-of-Way acquisition activities**
3) **Coordinate public involvement and permitting activities**
4) **Provide document reviews**

Subtask 2.1b – Coordinate with FDOT, City and County on major issues to include:

1) **Maintenance of traffic issues**
2) **Storm water management**
3) **Utilities**
4) **Right-of-Way acquisition**
5) **Landscaping and amenities**

Task 2.2 Planning – This task includes all planning functions to include coordination with the MPO, development of estimates and budgets, preparation of scopes of services and award of contracts for planning requirements, management of stormwater studies and similar studies in support of the project and public involvement as required. This task includes developing alternative solutions for the project over all and specifically for the Capital Cascade Park and developing a recommended alternative to the Agency based on public input.

Scope of Work for Period Includes:

Subtask 2.2a – Coordinate with the MPO and other planning entities
Subtask 2.2b –Develop project budgets and estimates
Subtask 2.2c – Participate in public involvement activities

Task 2.3 Design - This task includes all design functions for Blueprint roadway elements associated with Capital Cascade Trail. Inclusive are the preparation of a design scope of services, support for a contract award, contract management, design reviews, coordination with outside agencies including FDOT.

Scope of Work for Period Includes:

Subtask 2.3a – Provide project support to include:

1) **Contractual support**
2) **Design reviews**
3) **Coordinate with outside agencies**

Task 2.4 Construction - This task includes all construction functions associated with the roadway element of this project to include development of construction related scopes of services, award support and management of construction related contracts, construction oversight, quality control, maintenance of traffic (MOT), materials testing and verification, public involvement and information and other tasks associated with the construction and acceptance of the roadway.

Scope of Work for Period Includes:

Subtask 2.4a – Provide project support to include:

1. **Award of contract**
2. **Construction oversight and QC**

3. **Public involvement and progress meetings**
4. **Coordinate with outside agencies**

Task 2.5 Project Closeout and Acceptance - This task includes the administrative closeout including maintenance agreements; permit compliance reports, contract closeouts, final audits, Right-of-Way map filing, FEMA map posting for the Capital Cascade Trail. This task includes the transfer of property to the City or County as required.

Scope of Work for Period Includes:

NO ACTIVITY THIS PERIOD

FY10 AMENDED LOA AMOUNTS

	FY09 AMT	AMEND NO 23	AMEND NO 24	Amend No. 25	NEW FY 10 AMTS	NEW FY 10 ROW AMTS	NEW FY 10 LOA TOTALS	
LOA1	4,979,030	4,979,030	4,949,030	4,939,030	800,000		5,739,030	LOA 1
LOA2	2,678,101	2,678,101	2,678,101	2,678,101	941,584		3,619,685	LOA 2
LOA2 ROW	50,000	50,000	50,000	50,000		25,000	75,000	LOA 2 ROW
LOA3	778,806	990,215	990,215	990,215	0		990,215	LOA 3
LOA4	3,048,559	3,048,559	3,078,559	3,088,559	0		3,088,559	LOA 4
LOA5	2,141,501	2,141,501	2,141,501	2,141,501	386,356		2,527,857	LOA 5
LOA5 ROW	2,802,000	2,802,000	2,802,000	2,802,000		900,000	3,702,000	LOA 5 ROW
LOA6	449,741	449,741	449,741	449,741	30,706		480,447	LOA 6
LOA7	2,416,187	2,204,778	2,204,778	2,204,778	0 **		2,204,778	LOA 7
LOA7 ROW	832,000	832,000	832,000	832,000			832,000	LOA 7 ROW
LOA8	553,746	553,746	553,746	553,746	373,206		926,952	LOA 8
LOA8 ROW	100,000	100,000	100,000	100,000			100,000	LOA 8 ROW
LOA9	1,115,045	1,115,045	1,115,045	1,115,045	0 **		1,115,045	LOA 9
TOTALS	21,944,716	21,944,716	21,944,716	21,944,716	2,531,852	925,000	25,401,568	

** - LOA 7 and 9 are $0.00 for FY10
Carryover in these 2 LOA's will fund FY10 charges

Attachment 1A to Exhibit D (FY10)
THE LPA GROUP INCORPORATED

PRICE PROPOSAL FORMAT

DETAILS OF COSTS AND FEES

I. JOB CLASSIFICATIONS AND WAGE RATES

JOB CLASSIFICATION TECHNICAL/ADMINISTRATIVE	WAGE RATE
Chief Engineer	$75.77
Sr. Project Engineer	$67.56
Project Manager	$48.50
Project Engineer	$46.75
Engineering Intern	$30.62
Designer	$48.88
Environmental Specialist	$27.04
Sr. Engineering Technician	$26.75
CEI Inspector	$34.63
Sr. Architect	$52.00
Sr. Planner	$55.51
Planner	$34.20
Sr. Scientist	$65.85
Scientist	$40.29
GIS Specialist	$27.45
Public Information Specialist	$37.14
Secretary/Clerk	$20.08

II. ADMINISTRATIVE OVERHEAD AND FRINGE BENEFITS RATE

	HOME/BRANCH OFFICE	FIELD OFFICE
Administrative Overhead	_____%	_____%
Fringe Benefits	_____%	_____%
Combined Rate	153.52 %	114.78 %

Attachment 1A to Exhibit D
THE LPA GROUP INCORPORATED

PRICE PROPOSAL FORMAT

DETAILS OF COSTS AND FEES

III. FACILITIES CAPITAL COST OF MONEY: 0.683 %

Facilities capital cost of money represents a fixed percentage of direct salaries and wages.

IV. OPERATING MARGIN 12.5 %

V. WAGE INFLATION RATE

(Agreement Year 3)	5 %
(Agreement Year 4)	4.4 %
(Year 5 per contract)	4.4 %

Agreement Years 4 and 5 to be negotiated at BLS: Employment Cost Index: Total compensation: White-collar occupations: Private industry, NSA plus an appropriate percentage.

Attachment 1A to Exhibit D
Jacobs Civil Incorporated (FY10)

PRICE PROPOSAL FORMAT

DETAILS OF COSTS AND FEES

I. JOB CLASSIFICATIONS AND WAGE RATES

JOB CLASSIFICATION TECHNICAL/ADMINISTRATIVE	WAGE RATE
Architect	$33.71
CADD/Computer Technician	$23.78
CEI Inspector	$24.27
CEI Inspector's Aide	$15.14
CEI Admin/Resident Compliance Officer	$21.06
CEI Senior Inspector	$32.02
Chief Engineer	$90.06
Chief Engineer (2) (GEC Engineering Manager)	$74.40
Contract Support Specialist	$34.01
Designer	$34.85
Engineer	$45.66
Engineer Intern	$28.24
Engineering Technician	$23.78
Planner	$32.77
Project Administrator	$49.04
Project Architect	$35.64
Project Engineer	$33.41
Project Manager	$59.40
Public Information Officer	$37.31
Secretary/Clerical	$23.18
Senior Architect	$50.62
Senior Engineer	$57.25
Senior Engineer Technician	$37.29
Senior Planner	$63.88
Senior Project Engineer	$57.99

Attachment 1A to Exhibit D
Jacobs Civil Incorporated

PRICE PROPOSAL FORMAT

DETAILS OF COSTS AND FEES

CONTINUED

II. ADMINISTRATIVE OVERHEAD AND FRINGE BENEFITS RATE

	HOME/BRANCH OFFICE	FIELD OFFICE
Administrative Overhead	_____ %	_____ %
Fringe Benefits	_____ %	_____ %
Combined Rate	129.05 %	99.19 %
Direct Expense Rate (CEI staff)		19.21 %

III. FACILITIES CAPITAL COST OF MONEY: N/A %

Facilities capital cost of money represents a fixed percentage of direct salaries and wages.

IV. OPERATING MARGIN 12.5 %

V. WAGE INFLATION RATE

(Agreement Year 3)	5 %
(Agreement Year 4)	4.4 %
(Year 5 per contract)	4.4 %

Agreement Years 4 and 5 to be negotiated at BLS: Employment Cost Index: Total compensation: White-collar occupations: Private industry, NSA plus an appropriate percentage.

CITY OF TALLAHASSEE - LEON COUNTY
BLUEPRINT 2000 & BEYOND
INTERGOVERNMENTAL AGENCY

Minority Business Enterprise
MBE UTILIZATION REPORTING FORM

THE LPA GROUP INCORPORATED
PRIME COMPANY NAME

October 1, 2009
DATE

NO. 597
CONTRACT #

Two
Letter Of Authorization (LOA)#

Company Name, Contact Name, Address, and Telephone No.	Certified		Specify Scope of Work to be performed	Specify All Items to be Supplied	Dollar Amount
	YES	NO			
Moore Bass Consulting 805 North Gadsden Street Tallahassee, FL 32303 850-222-5678	X		Aesthetic Guidelines, Asst. With Master Plan, Landscape Architecture overview		$30,000
Pope Environmental 2680 Baum Road Tallahassee, FL 32312 850-509-9998	X		Environmental Review, Sensitive Lands Working Group, Master Plan Asst., Permit Reviews		$15,000
Quest Corporation of America 1400 Village Square Blvd, #3-122 Tallahassee, FL 32312 850-508-4445	X		Public Involvement, Asst. With Master Plan, Review of Public Involvement Plans, Asst. w/ Public Meetings		$46,886
Uzzel Advertising 2260 Wednesday Street, Suite 100 Tallahassee, FL 32308 850-513-1990	X		Public Relations, Web Authoring, Web Site Maint., Graphic Design		$20,000
Katherine Beck Consulting Services 2292-B Hampshire Way Tallahassee, FL 32309 850-566-0999	X		Assist with SIS Funding, Pursue additional funding opportunities		$10,000

13.5% of eligible services on this LOA will be performed by Certified MBE firms.

Approximately 0% of this LOA is funded by State or Federal Funds and that amount was not used in calculating the above percentages.

ALL MBE's MUST BE CERTIFIED BY THE CITY OR COUNTY AT THE TIME OF THIS SUBCONTRACT AWARD IN ORDER TO BE UTILIZED TO MEET THE MBE GOAL

Authorized Signature:_____ **Printed Name:** Paul Holt, PE

Title: Sr. Vice President **Contact Name and Title (if different):**_____

Company Name: THE LPA GROUP INCORPORATED **Telephone Number(s):** 850-205-0460

Address: 1320 Executive Center Drive **Fax Number:** 850-205-0461

City/State/Zip Code: Tallahassee, Florida 32301 **Date:** October 1, 2009

Attachment #9D

Letter of Authorization #3

CITY OF TALLAHASSEE - LEON COUNTY
BLUEPRINT 2000
INTERGOVERNMENTAL AGENCY & BEYOND

1311 Executive Center Drive, Suite 109
The Koger Center, Ellis Building
Tallahassee, FL 32301
Tel: 850.701.2740
Fax: 850.701.2790

THE LPA GROUP INCORPORATED
1320 Executive Center Drive, Suite 100
Tallahassee, Florida 32301

October 1, 2009

ATTN: Paul Holt, P.E.
Sr. Vice President

Re: FY10 Amendment to Letter of Authorization Three
Reference: Contract No. 597
Effective October 1, 2009

Dear Mr. Holt:

As per Paragraph 1.B. of the Agreement between the Intergovernmental Agency (Agency) and THE LPA GROUP INCORPORATED, dated December 30, 2003 and renewed on February 27, 2009, you are hereby authorized, upon your firm's written acceptance of this authorization, to perform the specific tasks as set forth in Attachment 1 (Services and Tasks), which is attached hereto and made a part hereof. Services are authorized to commence upon the date of your acceptance of this Letter of Authorization (LOA) Number Three and continue until the end the fiscal year on September 30, 2010. All services will be performed in accordance with requirements of the Agreement and this LOA.

For required services compensation shall be a Maximum Limiting Amount of **$990,215.00** as detailed in Attachment 3 (Method of Compensation), which is attached hereto and made a part hereof. It is expressly understood that the Maximum Limiting Amount may be adjusted only upon written amendment to this LOA, such amendment indicating availability of funds. Attachment 3 services to be performed by THE LPA GROUP INCORPORATED or by Jacobs Civil, Incorporated, may be performed by field office personnel or by home office personnel and will be billed at the approved overhead rates. Subconsultant billing rates will be based upon a rate schedule approved in advance by the Director. Not withstanding any of the above, in no event will the Maximum Limiting Amount be exceeded without an approved amendment. **$19,705.00** of this LOA will be subject to Performance Bonus/ Liquidated Cost.

For the current term of this LOA, the following staff is approved to occupy Agency offices and utilize Agency equipment in the performance of their approved Agency duties:

Program Manager – Dave Snyder
Engineering Manager – Jim Shepherd
Public Involvement/Information Manager – Margie Quillman
Public Involvement/Information Officer – Carlana Hoffman
Project Controls Manager – Joey Gordon
Project Manager – Gary Phillips
Project Manager – Ed Ringe
Project Manager – Marek Romanowski
Project Manager – Latesa Turner
Construction Manager – Marcus Kelly

These staff shall be billed to the project at approved field office overhead rates.

In performing services described in this Authorization, Consultants may utilize the following subconsultants to perform the specified services:

1) Jacobs Engineering, Inc. (Prime Sub)
2) Moore Bass Consulting (Stormwater, Landscape) – MBE
3) Pope Environmental, Inc. (Environmental) – MBE
4) Beck Consulting Services, Inc. (Gov. Relations) - MBE
5) Quest Corporation of America (Public Involvement) – MBE
6) THC Right of Way Services, Inc. (ROW)
7) Uzzell Advertising (Public Relations, Web Services) – MBE
8) Greenman Pederson, Inc. (Survey & Mapping)
9) Allen Nobles & Associates (Survey & Mapping)

No additional subconsultants are permitted to work on this Authorization without the written consent of the Agency.

The Consultant shall utilize MBE firms to perform services under this Authorization as set forth in Attachment 4 (MBE Utilization Form), which is attached hereto and made a part hereof.

Equipment or software required for this LOA will be coordinated with and approved by the Agency Program Manager prior to any procurement by the Consultant. Invoices for services provided under this LOA will be billed in accordance with Exhibit D to the Agreement.

All services under this LOA shall be completed in accordance with the Schedule set forth in Attachment 2, unless extended pursuant to a Time Extension Letter in the form set forth in Attachment 5 (Time Extension Letter).

This LOA is not subject to retainage. The amount of such retainage is set forth in Attachment 6 (Retainage), which, if applicable, is attached hereto and made a part hereof. Total amount of retainage is $ N/A. (Attach a spreadsheet indicating retainage by task if applicable.)

If you are in agreement with the terms of this LOA, please indicate your acceptance by your signature below and return three (3) signed originals to this office, attention Mr. Phil Maher, and retain one original for your file. Do not begin Work in regard to this LOA until you have signed and returned those documents.

Maximum Limiting Amount
LOA No. Three **$990,215.00**

Cumulative Expenditure (thru 9/30/09)
LOA No. Three **$894,019.07**

Sincerely,

James H. Davis, Director
Blueprint 2000 & Beyond

Approved as to form:

By: Phil Maher

Date: 10/5/09

Accepted:
THE LPA GROUP INCORPORATED

By: _____

Title: _____

Date: _____

Attachments:
1. Services and Tasks for LOA Three
2. Schedule for LOA Three (N/A)
3. Method of Compensation
4. MBE Participation for LOA Three

Letter of Authorization Number Three
Specific Scope October 1, 2009 – September 30, 2010
Capital Circle Northwest – N1 (US90 to I-10)

Task 3.1 Project Management This task includes the management of the Capital Circle Northwest from Interstate 10 to US 90 inclusive of all facets from inception to project completion and closeout. Inclusive in this task are scheduling, reporting, budget management, Right-of-Way acquisition and management, public information, and public involvement, recommendations on delivery methods, coordination with other projects and agencies, administration, permitting, plans review, management of contractor and sub consultants, quality control and verification of billings and disbursements. This tasking specifically includes coordination with Florida Department of Transportation (FDOT) on the Right-of-Way acquisition, maintenance of traffic (MOT), construction, landscaping for that portion of the roadway from I-10 to Hwy 90 that is currently underway by FDOT. All environmental, recreation, stormwater and water quality facets of the Blueprint philosophy are included in this task.

Scope of Work for Period Includes:

Subtask 3.1a – Project Management Services to include:

1) **Finalize Right-of-Way acquisition activities**
2) **Provide document reviews**

Subtask 3.1b – Coordinate with FDOT and LCDPW on I-10 to US90 and Regional Stormwater Pond #1 to include:

1) **Right-of-Way acquisition and Pond transfer**
2) **Landscaping and amenities along CCNW and Pond #1**

Task 3.2 Planning – This task includes all planning functions associated with the roadway element of this project to include coordination with the MPO, development of project estimates and budgets, preparation of scopes of services and award of contracts for planning requirements including expanded PD&Es, management of awarded contracts, permitting and other associated studies. This task includes the coordination of the development of a scope of services for an expanded PD&E, contract award support, award and contract management for the expanded PD&E contract for the area from south of Hwy 90 to the intersection of Capital Circle and Orange Ave. Public involvement for all the above is a portion of this task.

Scope of Work for Period Includes:
NO ACTIVITIES THIS PERIOD

Task 3.2.A Greenways and Environmental Planning – This task includes all planning functions for non-roadway elements of the Blueprint philosophy, greenways, trails, stormwater retrofit, water quality, environmental planning functions associated with the development of the Capital Circle Northwest through the intersection of Hwy 20 as described in Task 2.2. Specifically included are the following: the construction of a retrofit stormwater pond south of Hwy 90; a greenways and trail network to the west side of the roadway.

Scope of Work for Period Includes:
NO ACTIVITIES THIS PERIOD

Task 3.3 Design - This task includes all design functions for Blueprint roadway elements associated with Capital Circle Northwest. Inclusive are the preparation of a design scope of services, support for a contract award, contract management, design reviews, coordination with outside agencies including FDOT and the various permitting agencies and other associated task.

Scope of Work for Period Includes:
NO ACTIVITIES THIS PERIOD

Task 3.3.A Greenways and Environmental Design – This task includes all design functions for non- roadway elements of the Blueprint philosophy, greenways, trails, stormwater retrofit, water quality retrofit, environmental planning functions associated with the development of the Capital Circle Northwest as described in Task 3.3.

Scope of Work for Period Includes:
Subtask 3.3.Aa – Provide project support to include:
1) **Review of design for non-roadway elements**
2) **Coordinate with outside agencies**

Task 3.4 Right-of-Way Acquisition – This task includes the management of sub consultants and coordination and support of City and County attorneys that are involved in the acquisition and management of Right-of-

Way for both the construction of the roadways but also for the other non-roadway elements of the Blueprint program including greenways, trails, stormwater ponds and water quality ponds.

Scope of Work for Period Includes:

Subtask 3.4a – Provide engineering support to right-of-way acquisition/transfer process for both roadway and stormwater pond

Subtask 3.4b – Coordinate with legal staff

Task 3.5 Construction - This task includes all construction functions associated with the roadway element of this project to include development of construction related scopes of services, award support and management of construction related contracts, construction oversight, quality control, maintenance of traffic (MOT), materials testing and verification, public involvement and information and other tasks associated with the construction and acceptance of the roadway.

Scope of Work for Period Includes:

NO ACTIVITIES THIS PERIOD

Task 3.5.A Greenways and Environmental Construction – This task includes all construction functions for the non- roadway elements of the Blueprint program including, greenways, trails, stormwater retrofit, water quality retrofit and other environmental oriented construction projects.

Scope of Work for Period Includes:

Subtask 3.5.Aa – Provide engineering support to construction process for Pond #1 elements to include:

1) **Development of Construction Scopes**
2) **Bid/Proposal evaluation with COT Procurement Office**
3) **Contract award support**
4) **Contract management**

Subtask 3.5.Ab – Provide Quality Control support

Subtask 3.5.Ac – Coordinate public information/involvement in Construction phase

Task 3.6 Project Closeout and Acceptance - This task includes the administrative closeout including Right-of-Way, landscaping, stormwater, maintenance agreements, permit compliance reports, contract closeouts,

final audits, Right-of-Way map filing, and FEMA map posting for the Capital Circle Northwest. This task includes the transfer of property to FDOT, COT or Leon County as required.

Scope of Work for Period Includes:

Subtask 3.6a – Provide engineering support to complete all close out documentation and transfer operation and maintenance of the roadway and all corridor facilities (right-of-way, drainage structures, stormwater ponds, landscaping and trails) from Blueprint 2000 to FDOT and/or the City of Tallahassee and Leon County.

FY10 AMENDED LOA AMOUNTS

	FY09 AMT	AMEND NO 23	AMEND NO 24	Amend No. 25	NEW FY 10 AMTS	NEW FY 10 ROW AMTS	NEW FY 10 LOA TOTALS	
LOA1	4,979,030	4,979,030	4,949,030	4,939,030	800,000		5,739,030	LOA 1
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TOTALS	21,944,716	21,944,716	21,944,716	21,944,716	2,531,852	925,000	25,401,568	

** - LOA 7 and 9 are $0.00 for FY10
Carryover in these 2 LOA's will fund FY10 charges

Attachment 1A to Exhibit D (FY10)
THE LPA GROUP INCORPORATED

PRICE PROPOSAL FORMAT

DETAILS OF COSTS AND FEES

I. JOB CLASSIFICATIONS AND WAGE RATES

JOB CLASSIFICATION TECHNICAL/ADMINISTRATIVE	WAGE RATE
Chief Engineer	$75.77
Sr. Project Engineer	$67.56
Project Manager	$48.50
Project Engineer	$46.75
Engineering Intern	$30.62
Designer	$48.88
Environmental Specialist	$27.04
Sr. Engineering Technician	$26.75
CEI Inspector	$34.63
Sr. Architect	$52.00
Sr. Planner	$55.51
Planner	$34.20
Sr. Scientist	$65.85
Scientist	$40.29
GIS Specialist	$27.45
Public Information Specialist	$37.14
Secretary/Clerk	$20.08

II. ADMINISTRATIVE OVERHEAD AND FRINGE BENEFITS RATE

	HOME/BRANCH OFFICE	FIELD OFFICE
Administrative Overhead	_____ %	_____ %
Fringe Benefits	_____ %	_____ %
Combined Rate	153.52 %	114.78 %

Attachment 1A to Exhibit D
THE LPA GROUP INCORPORATED

PRICE PROPOSAL FORMAT

DETAILS OF COSTS AND FEES

III. FACILITIES CAPITAL COST OF MONEY: 0.683 %

Facilities capital cost of money represents a fixed percentage of direct salaries and wages.

IV. OPERATING MARGIN 12.5 %

V. WAGE INFLATION RATE

(Agreement Year 3)	5 %
(Agreement Year 4)	4.4 %
(Year 5 per contract)	4.4 %

Agreement Years 4 and 5 to be negotiated at BLS: Employment Cost Index: Total compensation: White-collar occupations: Private industry, NSA plus an appropriate percentage.

Attachment 1A to Exhibit D
Jacobs Civil Incorporated (FY10)

PRICE PROPOSAL FORMAT

DETAILS OF COSTS AND FEES

I. JOB CLASSIFICATIONS AND WAGE RATES

JOB CLASSIFICATION TECHNICAL/ADMINISTRATIVE	WAGE RATE
Architect	$33.71
CADD/Computer Technician	$23.78
CEI Inspector	$24.27
CEI Inspector's Aide	$15.14
CEI Admin/Resident Compliance Officer	$21.06
CEI Senior Inspector	$32.02
Chief Engineer	$90.06
Chief Engineer (2) (GEC Engineering Manager)	$74.40
Contract Support Specialist	$34.01
Designer	$34.85
Engineer	$45.66
Engineer Intern	$28.24
Engineering Technician	$23.78
Planner	$32.77
Project Administrator	$49.04
Project Architect	$35.64
Project Engineer	$33.41
Project Manager	$59.40
Public Information Officer	$37.31
Secretary/Clerical	$23.18
Senior Architect	$50.62
Senior Engineer	$57.25
Senior Engineer Technician	$37.29
Senior Planner	$63.88
Senior Project Engineer	$57.99

Attachment 1A to Exhibit D
Jacobs Civil Incorporated

PRICE PROPOSAL FORMAT

DETAILS OF COSTS AND FEES

CONTINUED

II. ADMINISTRATIVE OVERHEAD AND FRINGE BENEFITS RATE

	HOME/BRANCH OFFICE	FIELD OFFICE
Administrative Overhead	_____%	_____%
Fringe Benefits	_____%	_____%
Combined Rate	129.05 %	99.19 %
Direct Expense Rate (CEI staff)		19.21 %

III. FACILITIES CAPITAL COST OF MONEY: N/A %

Facilities capital cost of money represents a fixed percentage of direct salaries and wages.

IV. OPERATING MARGIN 12.5 %

V. WAGE INFLATION RATE

(Agreement Year 3)	5 %
(Agreement Year 4)	4.4 %
(Year 5 per contract)	4.4 %

Agreement Years 4 and 5 to be negotiated at BLS: Employment Cost Index: Total compensation: White-collar occupations: Private industry, NSA plus an appropriate percentage.

CITY OF TALLAHASSEE - LEON COUNTY
BLUEPRINT 2000 & BEYOND
INTERGOVERNMENTAL AGENCY

Minority Business Enterprise
MBE UTILIZATION REPORTING FORM

THE LPA GROUP INCORPORATED
PRIME COMPANY NAME

October 1, 2009
DATE

NO. 597
CONTRACT #

Three
Letter Of Authorization (LOA)#

Company Name, Contact Name, Address, and Telephone No.	Certified		Specify Scope of Work to be performed	Specify All Items to be Supplied	Dollar Amount
	YES	NO			
Moore Bass Consulting 805 North Gadsden Street Tallahassee, FL 32303 850-222-5678	X		Aesthetic Guidelines, Asst. With Master Plan, Landscape Architecture overview		$0.00
Pope Environmental 2680 Baum Road Tallahassee, FL 32312 850-509-9998	X		Environmental Review, Sensitive Lands Working Group, Master Plan Asst., Permit Reviews		$0.00
Quest Corporation of America 1400 Village Square Blvd, #3-122 Tallahassee, FL 32312 850-508-4445	X		Public Involvement, Asst. With Master Plan, Review of Public Involvement Plans, Asst. w/ Public Meetings		$0.00
Uzzel Advertising 2260 Wednesday Street, Suite 100 Tallahassee, FL 32308 850-513-1990	X		Public Relations, Web Authoring, Web Site Maint., Graphic Design		$0.00
Katherine Beck Consulting Services 2292-B Hampshire Way Tallahassee, FL 32309 850-566-0999	X		Assist with SIS Funding, Pursue additional funding opportunities		$0.00

20.24% of eligible services on this LOA will be performed by Certified MBE firms.

Approximately 0% of this LOA is funded by State or Federal Funds and that amount was not used in calculating the above percentages.

ALL MBE's MUST BE CERTIFIED BY THE CITY OR COUNTY AT THE TIME OF THIS SUBCONTRACT AWARD IN ORDER TO BE UTILIZED TO MEET THE MBE GOAL

Authorized Signature:_____ **Printed Name:** Paul Holt, PE

Title: Sr. Vice President **Contact Name and Title (if different):**_____

Company Name: THE LPA GROUP INCORPORATED **Telephone Number(s):** 850-205-0460

Address: 1320 Executive Center Drive **Fax Number:** 850-205-0461

City/State/Zip Code: Tallahassee, Florida 32301 **Date:** October 1, 2009

Attachment #9E

Letter of Authorization #4

CITY OF TALLAHASSEE - LEON COUNTY
BLUEPRINT 2000 & BEYOND
INTERGOVERNMENTAL AGENCY

1311 Executive Center Drive, Suite 109
The Koger Center, Ellis Building
Tallahassee, FL 32301
Tel: 850.701.2740
Fax: 850.701.2790

THE LPA GROUP INCORPORATED
1320 Executive Center Drive, Suite 100
Tallahassee, Florida 32301

October 1, 2009

ATTN: Paul Holt, P.E.
Sr. Vice President

Re: FY10 Amendment to Letter of Authorization Four
Reference: Contract No. 597
Effective October 1, 2009

Dear Mr. Holt:

As per Paragraph 1.B. of the Agreement between the Intergovernmental Agency (Agency) and THE LPA GROUP INCORPORATED, dated December 30, 2003 and renewed on February 27, 2009, you are hereby authorized, upon your firm's written acceptance of this authorization, to perform the specific tasks as set forth in Attachment 1 (Services and Tasks), which is attached hereto and made a part hereof. Services are authorized to commence upon the date of your acceptance of this Letter of Authorization (LOA) Number Four and continue until the end the fiscal year on September 30, 2010. All services will be performed in accordance with requirements of the Agreement and this LOA.

For required services compensation shall be a Maximum Limiting Amount of **$3,088,559.00** as detailed in Attachment 3 (Method of Compensation), which is attached hereto and made a part hereof. It is expressly understood that the Maximum Limiting Amount may be adjusted only upon written amendment to this LOA, such amendment indicating availability of funds. Attachment 3 services to be performed by THE LPA GROUP INCORPORATED or by Jacobs Civil, Incorporated, may be performed by field office personnel or by home office personnel and will be billed at the approved overhead rates. Subconsultant billing rates will be based upon a rate schedule approved in advance by the Director. Not withstanding any of the above, in no event will the Maximum Limiting Amount be exceeded without an approved amendment. **$7,843.64** of this LOA will be subject to Performance Bonus/ Liquidated Cost.

For the current term of this LOA, the following staff is approved to occupy Agency offices and utilize Agency equipment in the performance of their approved Agency duties:

Program Manager – Dave Snyder
Engineering Manager – Jim Shepherd
Public Involvement/Information Manager – Margie Quillman
Public Involvement/Information Officer – Carlana Hoffman
Project Controls Manager – Joey Gordon
Project Manager – Gary Phillips
Project Manager – Ed Ringe
Project Manager – Marek Romanowski
Project Manager – Latesa Turner
Construction Manager – Marcus Kelly

These staff shall be billed to the project at approved field office overhead rates.

In performing services described in this Authorization, Consultants may utilize the following subconsultants to perform the specified services:

1) Jacobs Engineering, Inc. (Prime Sub)
2) Moore Bass Consulting (Stormwater, Landscape) – MBE
3) Pope Environmental, Inc. (Environmental) – MBE
4) Beck Consulting Services, Inc. (Gov. Relations) - MBE
5) Quest Corporation of America (Public Involvement) – MBE
6) THC Right of Way Services, Inc. (ROW)
7) Uzzell Advertising (Public Relations, Web Services) – MBE
8) Greenman Pederson, Inc. (Survey & Mapping)
9) Allen Nobles & Associates (Survey & Mapping)

No additional subconsultants are permitted to work on this Authorization without the written consent of the Agency.

The Consultant shall utilize MBE firms to perform services under this Authorization as set forth in Attachment 4 (MBE Utilization Form), which is attached hereto and made a part hereof.

Equipment or software required for this LOA will be coordinated with and approved by the Agency Program Manager prior to any procurement by the Consultant. Invoices for services provided under this LOA will be billed in accordance with Exhibit D to the Agreement.

All services under this LOA shall be completed in accordance with the Schedule set forth in Attachment 2, unless extended pursuant to a Time Extension Letter in the form set forth in Attachment 5 (Time Extension Letter).

This LOA is not subject to retainage. The amount of such retainage is set forth in Attachment 6 (Retainage), which, if applicable, is attached hereto and made a part hereof. Total amount of retainage is $ N/A. (Attach a spreadsheet indicating retainage by task if applicable.)

If you are in agreement with the terms of this LOA, please indicate your acceptance by your signature below and return three (3) signed originals to this office, attention Mr. Phil Maher, and retain one original for your file. Do not begin Work in regard to this LOA until you have signed and returned those documents.

Maximum Limiting Amount
LOA No. Four **$3,088,559.00**

Cumulative Expenditure (thru 9/30/09)
LOA No. Four **$3,085,836.14**

Sincerely,

James H. Davis, Director
Blueprint 2000 & Beyond

Approved as to form:

By: Phil Maher

Date: 10/5/09

Accepted:
THE LPA GROUP INCORPORATED

By: _____

Title: _____

Date: _____

Attachments:
1. Services and Tasks for LOA Four
2. Schedule for LOA Four (N/A)
3. Method of Compensation
4. MBE Participation for LOA Four

Letter of Authorization Number Four
Specific Scope October 1, 2009– September 30, 2010
Capital Circle Southeast – E1 (Tram Rd to Connie Drive)

Task 4.1 Project Management This task includes the management of the Capital Circle Southeast from Connie Drive to and through the intersection of Tram Rd. inclusive of all facets: from project transfer from the City of Tallahassee (COT) Department of Public Works, to project construction and closeout. Inclusive in this task are scheduling, reporting, budget management, Right-of-Way acquisition management, public information, coordination with other projects and agencies, administration, permitting, plans review, management of contractor and sub consultants and verification of billings and disbursements. This tasking specifically includes coordination with the City of Tallahassee to assume responsibility for this project. Inclusive is coordination with SouthWood as required for the Right-of-Way, greenways, trails, stormwater and construction. All environmental, recreation, stormwater and water quality facets of the Blueprint philosophy are included in this task.

Scope of Work for Period Includes:

Subtask 4.1a – Project Management Services to include:

1) **Maintain project controls and management practices**
2) **Coordinate final Right-of-Way acquisition activities**
3) **Provide document reviews**

Subtask 4.1b – Coordinate with FDOT/COT to include:

1) **Final Right-of-Way acquisition**
2) **Landscaping and amenities**

Task 4.2 Planning – This task includes the assumption of all remaining planning functions associated with the roadway element of this project to include coordination with the MPO, development of project estimates and budgets, preparation of scopes of services and award of contracts for planning requirements including expanded PD&Es, management of awarded contracts and other associated studies. Public involvement for all the above is a portion of this task. COT has completed the majority of this task.

Scope of Work for Period Includes:

NO ACTIVITIES THIS PERIOD

Task 4.2.A Greenways and Environmental Planning – This task includes all planning functions for non-roadway elements of the Blueprint Philosophy, greenways, trails, stormwater retrofit, water quality retrofit, environmental planning functions associated with the development of the Capital Circle Southeast as described in Task 4.2. COT and SouthWood have completed the majority of these tasks.

Scope of Work for Period Includes:

NO ACTIVITIES THIS PERIOD

Task 4.3 Design - This task includes all design functions for Blueprint roadway elements associated with Capital Circle Southeast. Inclusive are the preparation of a design scope of services, support for a contract award, contract management design reviews, coordination for utilities relocation, coordination with outside agencies and other associated task. Inclusive in this task is public involvement with the design selection.

Scope of Work for Period Includes:

NO ACTIVITIES THIS PERIOD

Task 4.3.A Greenways and Environmental Design – This task includes all design functions for non- roadway elements of the Blueprint philosophy, greenways, trails, stormwater retrofit, water quality retrofit, environmental planning functions associated with the development of the Capital Circle Southeast as described in Task 4.3. This task also includes public involvement.

Scope of Work for Period Includes:

NO ACTIVITIES THIS PERIOD

Task 4.4 Right-of-Way Acquisition – This task includes the management of sub consultants and coordination and support of City and County attorneys that are involved in the acquisition and management of Right-of-Way for both the construction of the roadways but also for the other non-roadway elements of the Blueprint program including greenways, trails, stormwater ponds and water quality ponds.

Scope of Work for Period Includes:

Subtask 4.4a – Provide engineering support to any final right-of-way acquisitions
Subtask 4.4b – Coordinate with legal staff

Task 4.5 Construction - This task includes all construction functions associated with the roadway element of this project to include development of construction related scopes of services, award support and management of construction related contracts, construction oversight, quality control, maintenance of traffic (MOT), materials testing and verification, public involvement and information and other tasks associated with the construction and acceptance of the roadway.

Scope of Work for Period Includes:
NO ACTIVITIES THIS PERIOD

Task 4.5.A Greenways and Environmental Construction – This task includes all construction functions for the non- roadway elements of the Blueprint program that are not provided by SouthWood and may include greenways and trail links, stormwater retrofit, water quality retrofit, public involvement, public information and other environmental oriented construction projects.

Scope of Work for Period Includes:
NO ACTIVITIES THIS PERIOD

Task 4.6 Project Closeout and Acceptance - This task includes the administrative closeout including Right-of-Way, landscaping, stormwater, maintenance agreements, permit compliance reports, contract closeouts, final audits, Right-of-Way map filing, and FEMA map posting for the Capital Circle Southeast. This task includes the transfer of property to FDOT, COT or Leon County as required.

Scope of Work for Period Includes:
Subtask 4.6a – Provide engineering support to complete all close out documentation and transfer operation and maintenance of the roadway and all corridor facilities (right-of-way, drainage structures, stormwater ponds, landscaping and trails) from Blueprint 2000 to FDOT and/or the City of Tallahassee.

FY10 AMENDED LOA AMOUNTS

	FY09 AMT	AMEND NO 23	AMEND NO 24	Amend No. 25	NEW FY 10 AMTS	NEW FY 10 ROW AMTS	NEW FY 10 LOA TOTALS	
LOA1	4,979,030	4,979,030	4,949,030	4,939,030	800,000		5,739,030	LOA 1
LOA2	2,678,101	2,678,101	2,678,101	2,678,101	941,584		3,619,685	LOA 2
LOA2 ROW	50,000	50,000	50,000	50,000		25,000	75,000	LOA 2 ROW
LOA3	778,806	990,215	990,215	990,215	0		990,215	LOA 3
LOA4	3,048,559	3,048,559	3,078,559	3,088,559	0		3,088,559	LOA 4
LOA5	2,141,501	2,141,501	2,141,501	2,141,501	386,356		2,527,857	LOA 5
LOA5 ROW	2,802,000	2,802,000	2,802,000	2,802,000		900,000	3,702,000	LOA 5 ROW
LOA6	449,741	449,741	449,741	449,741	30,706		480,447	LOA 6
LOA7	2,416,187	2,204,778	2,204,778	2,204,778	0 **		2,204,778	LOA 7
LOA7 ROW	832,000	832,000	832,000	832,000			832,000	LOA 7 ROW
LOA8	553,746	553,746	553,746	553,746	373,206		926,952	LOA 8
LOA8 ROW	100,000	100,000	100,000	100,000			100,000	LOA 8 ROW
LOA9	1,115,045	1,115,045	1,115,045	1,115,045	0 **		1,115,045	LOA 9
TOTALS	21,944,716	21,944,716	21,944,716	21,944,716	2,531,852	925,000	25,401,568	

** - LOA 7 and 9 are $0.00 for FY10
Carryover in these 2 LOA's will fund FY10 charges

Attachment 1A to Exhibit D (FY10)
THE LPA GROUP INCORPORATED

PRICE PROPOSAL FORMAT

DETAILS OF COSTS AND FEES

I. JOB CLASSIFICATIONS AND WAGE RATES

JOB CLASSIFICATION TECHNICAL/ADMINISTRATIVE	WAGE RATE
Chief Engineer	$75.77
Sr. Project Engineer	$67.56
Project Manager	$48.50
Project Engineer	$46.75
Engineering Intern	$30.62
Designer	$48.88
Environmental Specialist	$27.04
Sr. Engineering Technician	$26.75
CEI Inspector	$34.63
Sr. Architect	$52.00
Sr. Planner	$55.51
Planner	$34.20
Sr. Scientist	$65.85
Scientist	$40.29
GIS Specialist	$27.45
Public Information Specialist	$37.14
Secretary/Clerk	$20.08

II. ADMINISTRATIVE OVERHEAD AND FRINGE BENEFITS RATE

	HOME/BRANCH OFFICE	FIELD OFFICE
Administrative Overhead	_____%	_____%
Fringe Benefits	_____%	_____%
Combined Rate	153.52 %	114.78 %

Attachment 1A to Exhibit D
THE LPA GROUP INCORPORATED

PRICE PROPOSAL FORMAT

DETAILS OF COSTS AND FEES

III. FACILITIES CAPITAL COST OF MONEY: 0.683 %

Facilities capital cost of money represents a fixed percentage of direct salaries and wages.

IV. OPERATING MARGIN 12.5 %

V. WAGE INFLATION RATE

(Agreement Year 3)	5 %
(Agreement Year 4)	4.4 %
(Year 5 per contract)	4.4 %

Agreement Years 4 and 5 to be negotiated at BLS: Employment Cost Index: Total compensation: White-collar occupations: Private industry, NSA plus an appropriate percentage.

Attachment 1A to Exhibit D
Jacobs Civil Incorporated (FY10)

PRICE PROPOSAL FORMAT

DETAILS OF COSTS AND FEES

I. JOB CLASSIFICATIONS AND WAGE RATES

JOB CLASSIFICATION TECHNICAL/ADMINISTRATIVE	WAGE RATE
Architect	$33.71
CADD/Computer Technician	$23.78
CEI Inspector	$24.27
CEI Inspector's Aide	$15.14
CEI Admin/Resident Compliance Officer	$21.06
CEI Senior Inspector	$32.02
Chief Engineer	$90.06
Chief Engineer (2) (GEC Engineering Manager)	$74.40
Contract Support Specialist	$34.01
Designer	$34.85
Engineer	$45.66
Engineer Intern	$28.24
Engineering Technician	$23.78
Planner	$32.77
Project Administrator	$49.04
Project Architect	$35.64
Project Engineer	$33.41
Project Manager	$59.40
Public Information Officer	$37.31
Secretary/Clerical	$23.18
Senior Architect	$50.62
Senior Engineer	$57.25
Senior Engineer Technician	$37.29
Senior Planner	$63.88
Senior Project Engineer	$57.99

Attachment 1A to Exhibit D
Jacobs Civil Incorporated

PRICE PROPOSAL FORMAT

DETAILS OF COSTS AND FEES

CONTINUED

II. ADMINISTRATIVE OVERHEAD AND FRINGE BENEFITS RATE

	HOME/BRANCH OFFICE	FIELD OFFICE
Administrative Overhead	_____ %	_____ %
Fringe Benefits	_____ %	_____ %
Combined Rate	129.05 %	99.19 %
Direct Expense Rate (CEI staff)		19.21 %

III. FACILITIES CAPITAL COST OF MONEY: N/A %

Facilities capital cost of money represents a fixed percentage of direct salaries and wages.

IV. OPERATING MARGIN 12.5 %

V. WAGE INFLATION RATE

(Agreement Year 3)	5 %
(Agreement Year 4)	4.4 %
(Year 5 per contract)	4.4 %

Agreement Years 4 and 5 to be negotiated at BLS: Employment Cost Index: Total compensation: White-collar occupations: Private industry, NSA plus an appropriate percentage.

CITY OF TALLAHASSEE - LEON COUNTY
BLUEPRINT 2000 & BEYOND
INTERGOVERNMENTAL AGENCY

Minority Business Enterprise
MBE UTILIZATION REPORTING FORM

THE LPA GROUP INCORPORATED
PRIME COMPANY NAME

October 1, 2009
DATE

NO. 597
CONTRACT #

Four
Letter Of Authorization (LOA)#

Company Name, Contact Name, Address, and Telephone No.	Certified		Specify Scope of Work to be performed	Specify All Items to be Supplied	Dollar Amount
	YES	NO			
Moore Bass Consulting 805 North Gadsden Street Tallahassee, FL 32303 850-222-5678	X		Aesthetic Guidelines, Asst. With Master Plan, Landscape Architecture overview		$0.00
Pope Environmental 2680 Baum Road Tallahassee, FL 32312 850-509-9998	X		Environmental Review, Sensitive Lands Working Group, Master Plan Asst., Permit Reviews		$0.00
Quest Corporation of America 1400 Village Square Blvd, #3-122 Tallahassee, FL 32312 850-508-4445	X		Public Involvement, Asst. With Master Plan, Review of Public Involvement Plans, Asst. w/ Public Meetings		$0.00
Uzzel Advertising 2260 Wednesday Street, Suite 100 Tallahassee, FL 32308 850-513-1990	X		Public Relations, Web Authoring, Web Site Maint., Graphic Design		$0.00
Katherine Beck Consulting Services 2292-B Hampshire Way Tallahassee, FL 32309 850-566-0999	X		Assist with SIS Funding, Pursue additional funding opportunities		$0.00

26.27% of eligible services on this LOA will be performed by Certified MBE firms.

Approximately 0% of this LOA is funded by State or Federal Funds and that amount was not used in calculating the above percentages.

ALL MBE's MUST BE CERTIFIED BY THE CITY OR COUNTY AT THE TIME OF THIS SUBCONTRACT AWARD IN ORDER TO BE UTILIZED TO MEET THE MBE GOAL

Minority Report Form
LOA Four
October 1, 2009

Authorized Signature:_____ **Printed Name:** Paul Holt, PE

Title: Sr. Vice President **Contact Name and Title (if different):**_____

Company Name: THE LPA GROUP INCORPORATED **Telephone Number(s):** 850-205-0460

Address: 1320 Executive Center Drive **Fax Number:** 850-205-0461

City/State/Zip Code: Tallahassee, Florida 32301 **Date:** October 1, 2009

Attachment #9F

Letter of Authorization #5

CITY OF TALLAHASSEE - LEON COUNTY
BLUEPRINT 2000 & BEYOND
INTERGOVERNMENTAL AGENCY

1311 Executive Center Drive, Suite 109
The Koger Center, Ellis Building
Tallahassee, FL 32301
Tel: 850.701.2740
Fax: 850.701.2790

THE LPA GROUP INCORPORATED
1320 Executive Center Drive, Suite 100
Tallahassee, Florida 32301

October 1, 2009

ATTN: Paul Holt, P.E.
Sr. Vice President

Re: FY10 Amendment to Letter of Authorization Five
Reference: Contract No. 597
Effective October 1, 2009

Dear Mr. Holt:

As per Paragraph 1.B. of the Agreement between the Intergovernmental Agency (Agency) and THE LPA GROUP INCORPORATED, dated December 30, 2003 and renewed on February 27, 2009, you are hereby authorized, upon your firm's written acceptance of this authorization, to perform the specific tasks as set forth in Attachment 1 (Services and Tasks), which is attached hereto and made a part hereof. Services are authorized to commence upon the date of your acceptance of this Letter of Authorization (LOA) Number Five and continue until the end the fiscal year on September 30, 2010. All services will be performed in accordance with requirements of the Agreement and this LOA.

For required services compensation shall be a Maximum Limiting Amount of **$6,229,857.00** (this amount includes $3,702,000.00 in Right-of-Way acquisition services which is to be shown as a separate line item on all invoices for this LOA) as detailed in Attachment 3 (Method of Compensation), which is attached hereto and made a part hereof. It is expressly understood that the Maximum Limiting Amount may be adjusted only upon written amendment to this LOA, such amendment indicating availability of funds. Attachment 3 services to be performed by THE LPA GROUP INCORPORATED or by Jacobs Civil, Incorporated, may be performed by field office personnel or by home office personnel and will be billed at the approved overhead rates. Subconsultant billing rates will be based upon a rate schedule approved in advance by the Director. Not withstanding any of the above, in no event will the Maximum Limiting Amount be exceeded without an approved amendment. **$209,039.00** of this LOA will be subject to Performance Bonus/ Liquidated Cost.

For the current term of this LOA, the following staff is approved to occupy Agency offices and utilize Agency equipment in the performance of their approved Agency duties:

Program Manager – Dave Snyder
Engineering Manager – Jim Shepherd
Public Involvement/Information Manager – Margie Quillman
Public Involvement/Information Officer – Carlana Hoffman
Project Controls Manager – Joey Gordon
Project Manager – Gary Phillips
Project Manager – Ed Ringe
Project Manager – Marek Romanowski
Project Manager – Latesa Turner
Construction Manager – Marcus Kelly

These staff shall be billed to the project at approved field office overhead rates.

In performing services described in this Authorization, Consultants may utilize the following subconsultants to perform the specified services:

1) Jacobs Engineering, Inc. (Prime Sub)
2) Moore Bass Consulting (Stormwater, Landscape) – MBE
3) Pope Environmental, Inc. (Environmental) – MBE
4) Beck Consulting Services, Inc. (Gov. Relations) - MBE
5) Quest Corporation of America (Public Involvement) – MBE
6) THC Right of Way Services, Inc. (ROW)
7) Uzzell Advertising (Public Relations, Web Services) – MBE
8) Greenman Pederson, Inc. (Survey & Mapping)
9) Allen Nobles & Associates (Survey & Mapping)

No additional subconsultants are permitted to work on this Authorization without the written consent of the Agency.

The Consultant shall utilize MBE firms to perform services under this Authorization as set forth in Attachment 4 (MBE Utilization Form), which is attached hereto and made a part hereof.

Equipment or software required for this LOA will be coordinated with and approved by the Agency Program Manager prior to any procurement by the Consultant. Invoices for services provided under this LOA will be billed in accordance with Exhibit D to the Agreement.

All services under this LOA shall be completed in accordance with the Schedule set forth in Attachment 2, unless extended pursuant to a Time Extension Letter in the form set forth in Attachment 5 (Time Extension Letter).

This LOA is not subject to retainage. The amount of such retainage is set forth in Attachment 6 (Retainage), which, if applicable, is attached hereto and made a part hereof. Total amount of retainage is $ N/A. (Attach a spreadsheet indicating retainage by task if applicable.)

If you are in agreement with the terms of this LOA, please indicate your acceptance by your signature below and return three (3) signed originals to this office, attention Mr. Phil Maher, and retain one original for your file. Do not begin Work in regard to this LOA until you have signed and returned those documents.

Maximum Limiting Amount
LOA No. Five **$6,229,857.00**

Cumulative Expenditure (thru 9/30/09)
LOA No. Five **$3,628,760.80**

Sincerely,

James H. Davis, Director
Blueprint 2000 & Beyond

Approved as to form:

By: _____

Date: 10/5/09

Accepted:
THE LPA GROUP INCORPORATED

By: _____

Title: _____

Date: _____

Attachments:
1. Services and Tasks for LOA Five
2. Schedule for LOA Five (N/A)
3. Method of Compensation
4. MBE Participation for LOA Five

Letter of Authorization Number Five
Specific Scope October 1, 2009– September 30, 2010
Capital Circle Northwest/Southwest – N2 (Orange to US 90)

Task 5.1 Project Management This task includes the management of the Capital Circle Northwest/Southwest from Orange Avenue to US 90 (Tennessee Street). For the Expanded Project Development and Environment (EPD&E) Phase, this project has been divided into two parts. The first segment is from Tennessee Street to SR 20 (Blountstown Highway) and the second segment is from SR 20 to Orange Avenue. Inclusive in this task are scheduling, reporting, budget management, Right-of-Way acquisition management, public information, coordination with other projects and agencies, administration, permitting, plans review, management of contractor and sub consultants and verification of billings and disbursements. All environmental, recreation, stormwater and water quality facets of the Blueprint philosophy are included in this task.

Scope of Work for Period Includes:

Subtask 5.1a – Project Management Services to include:

1) **Establish project controls and management practices**
2) **Coordinate Right-of-Way acquisition activities**
3) **Coordinate public involvement and permitting activities**
4) **Provide document reviews**

Subtask 5.1b – Coordinate with FDOT on major issues to include:

1) **Public Involvement**
2) **Maintenance of traffic issues**
3) **Utilities**
4) **Right-of-Way acquisition**
5) **Landscaping and amenities**

Task 5.2 Planning – This task includes the assumption of all remaining planning functions associated with the roadway element of this project to include coordination with the MPO, development of project estimates and budgets, preparation of scopes of services and award of contracts for planning requirements including the EPD&E, management of awarded contracts and other associated studies. Public involvement for all the above is a portion of this task.

Scope of Work for Period Includes:
NO ACTIVITY THIS PERIOD

Task 5.2.A Greenways and Environmental Planning – This task includes all planning functions for non-roadway elements of the Blueprint Philosophy, greenways, trails, stormwater retrofit, water quality retrofit, environmental planning functions associated with the development of the Capital Circle Northwest/Southwest as described in Task 5.2.

Scope of Work for Period Includes:
NO ACTIVITY THIS PERIOD

Task 5.3 Design - This task includes all design functions for Blueprint roadway elements associated with Capital Circle Northwest/Southwest. Inclusive are the preparation of a design scope of services, support for a contract award, contract management design reviews, coordination for utilities relocation, coordination with outside agencies and other associated task. Inclusive in this task is public involvement with the design selection.

Scope of Work for Period Includes:
Subtask 5.3a – Provide project support to include:
1) **Contractual support**
2) **Design reviews**
3) **Coordinate with outside agencies**

Task 5.3.A Greenways and Environmental Design – This task includes all design functions for non- roadway elements of the Blueprint philosophy, greenways, trails, stormwater retrofit, water quality retrofit, environmental planning functions associated with the development of the Capital Circle Northwest/Southwest as described in Task 5.3. This task also includes public involvement.

Scope of Work for Period Includes:
Subtask 5.3.Aa – Provide project support to include:
1) **Contractual Support**
2) **Design reviews for non-roadway elements**
3) **Coordinate with outside agencies**

Task 5.4 Right-of-Way Acquisition – This task includes the management of subconsultants and coordination and support of City and County attorneys that are involved in the acquisition and management of Right-of-Way for both the construction of the roadways but also for the other non-roadway elements of the Blueprint program including greenways, trails, stormwater ponds and water quality ponds.

Scope of Work for Period Includes:

Subtask 5.4a – Provide engineering support to right-of-way acquisition process for both roadway and non-roadway elements
Subtask 5.4b – Coordinate with legal staff

Task 5.5 Construction - This task includes all construction functions associated with the roadway element of this project to include development of construction related scopes of services, award support and management of construction related contracts, construction oversight, quality control, maintenance of traffic (MOT), materials testing and verification, public involvement and information and other tasks associated with the construction and acceptance of the roadway.

Scope of Work for Period Includes:

Subtask 5.5 – Provide project support to include:

a. **Award of contract**
b. **Construction oversight and QC**
c. **Public involvement and progress meetings**
d. **Coordinate with outside agencies**

Task 5.5.A Greenways and Environmental Construction – This task includes all construction functions for the non-roadway elements of the Blueprint program and may include greenways and trail links, stormwater retrofit, water quality retrofit, public involvement, public information and other environmental oriented construction projects.

Scope of Work for Period Includes:

Subtask 5.5A – Provide project support to include:

a. **Award of contract**
b. **Construction oversight and QC**
c. **Public involvement and progress meetings**
d. **Coordinate with outside agencies**

Task 5.6 Project Closeout and Acceptance - This task includes the administrative closeout including Right-of-Way, landscaping, stormwater, maintenance agreements, permit compliance reports, contract closeouts, final audits, Right-of-Way map filing, and FEMA map posting for the Capital Circle Northwest/Southwest. This task includes the transfer of property to FDOT, COT or Leon County as required.

Scope of Work for Period Includes:

NO ACTIVITY THIS PERIOD

FY10 AMENDED LOA AMOUNTS

	FY09 AMT	AMEND NO 23	AMEND NO 24	Amend No. 25	NEW FY 10 AMTS	NEW FY 10 ROW AMTS	NEW FY 10 LOA TOTALS	
LOA1	4,979,030	4,979,030	4,949,030	4,939,030	800,000		5,739,030	LOA 1
LOA2	2,678,101	2,678,101	2,678,101	2,678,101	941,584		3,619,685	LOA 2
LOA2 ROW	50,000	50,000	50,000	50,000		25,000	75,000	LOA 2 ROW
LOA3	778,806	990,215	990,215	990,215	0		990,215	LOA 3
LOA4	3,048,559	3,048,559	3,078,559	3,088,559	0		3,088,559	LOA 4
LOA5	2,141,501	2,141,501	2,141,501	2,141,501	386,356		2,527,857	LOA 5
LOA5 ROW	2,802,000	2,802,000	2,802,000	2,802,000		900,000	3,702,000	LOA 5 ROW
LOA6	449,741	449,741	449,741	449,741	30,706		480,447	LOA 6
LOA7	2,416,187	2,204,778	2,204,778	2,204,778	0 **		2,204,778	LOA 7
LOA7 ROW	832,000	832,000	832,000	832,000			832,000	LOA 7 ROW
LOA8	553,746	553,746	553,746	553,746	373,206		926,952	LOA 8
LOA8 ROW	100,000	100,000	100,000	100,000			100,000	LOA 8 ROW
LOA9	1,115,045	1,115,045	1,115,045	1,115,045	0 **		1,115,045	LOA 9
TOTALS	21,944,716	21,944,716	21,944,716	21,944,716	2,531,852	925,000	25,401,568	

** - LOA 7 and 9 are $0.00 for FY10
Carryover in these 2 LOA's will fund FY10 charges

Attachment 1A to Exhibit D (FY10)
THE LPA GROUP INCORPORATED

PRICE PROPOSAL FORMAT

DETAILS OF COSTS AND FEES

I. JOB CLASSIFICATIONS AND WAGE RATES

JOB CLASSIFICATION TECHNICAL/ADMINISTRATIVE	WAGE RATE
Chief Engineer	$75.77
Sr. Project Engineer	$67.56
Project Manager	$48.50
Project Engineer	$46.75
Engineering Intern	$30.62
Designer	$48.88
Environmental Specialist	$27.04
Sr. Engineering Technician	$26.75
CEI Inspector	$34.63
Sr. Architect	$52.00
Sr. Planner	$55.51
Planner	$34.20
Sr. Scientist	$65.85
Scientist	$40.29
GIS Specialist	$27.45
Public Information Specialist	$37.14
Secretary/Clerk	$20.08

II. ADMINISTRATIVE OVERHEAD AND FRINGE BENEFITS RATE

	HOME/BRANCH OFFICE	FIELD OFFICE
Administrative Overhead	_____%	_____%
Fringe Benefits	_____%	_____%
Combined Rate	153.52 %	114.78 %

Attachment 1A to Exhibit D
THE LPA GROUP INCORPORATED

PRICE PROPOSAL FORMAT

DETAILS OF COSTS AND FEES

III. FACILITIES CAPITAL COST OF MONEY: 0.683 %

Facilities capital cost of money represents a fixed percentage of direct salaries and wages.

IV. OPERATING MARGIN 12.5 %

V. WAGE INFLATION RATE

(Agreement Year 3)	5 %
(Agreement Year 4)	4.4 %
(Year 5 per contract)	4.4 %

Agreement Years 4 and 5 to be negotiated at BLS: Employment Cost Index: Total compensation: White-collar occupations: Private industry, NSA plus an appropriate percentage.

Attachment 1A to Exhibit D
Jacobs Civil Incorporated (FY10)

PRICE PROPOSAL FORMAT

DETAILS OF COSTS AND FEES

I. JOB CLASSIFICATIONS AND WAGE RATES

JOB CLASSIFICATION TECHNICAL/ADMINISTRATIVE	WAGE RATE
Architect	$33.71
CADD/Computer Technician	$23.78
CEI Inspector	$24.27
CEI Inspector's Aide	$15.14
CEI Admin/Resident Compliance Officer	$21.06
CEI Senior Inspector	$32.02
Chief Engineer	$90.06
Chief Engineer (2) (GEC Engineering Manager)	$74.40
Contract Support Specialist	$34.01
Designer	$34.85
Engineer	$45.66
Engineer Intern	$28.24
Engineering Technician	$23.78
Planner	$32.77
Project Administrator	$49.04
Project Architect	$35.64
Project Engineer	$33.41
Project Manager	$59.40
Public Information Officer	$37.31
Secretary/Clerical	$23.18
Senior Architect	$50.62
Senior Engineer	$57.25
Senior Engineer Technician	$37.29
Senior Planner	$63.88
Senior Project Engineer	$57.99

Attachment 1A to Exhibit D
Jacobs Civil Incorporated

PRICE PROPOSAL FORMAT

DETAILS OF COSTS AND FEES

CONTINUED

II. ADMINISTRATIVE OVERHEAD AND FRINGE BENEFITS RATE

	HOME/BRANCH OFFICE	FIELD OFFICE
Administrative Overhead	_____ %	_____ %
Fringe Benefits	_____ %	_____ %
Combined Rate	129.05 %	99.19 %
Direct Expense Rate (CEI staff)		19.21 %

III. FACILITIES CAPITAL COST OF MONEY: N/A %

Facilities capital cost of money represents a fixed percentage of direct salaries and wages.

IV. OPERATING MARGIN 12.5 %

V. WAGE INFLATION RATE

(Agreement Year 3)	5 %
(Agreement Year 4)	4.4 %
(Year 5 per contract)	4.4 %

Agreement Years 4 and 5 to be negotiated at BLS: Employment Cost Index: Total compensation: White-collar occupations: Private industry, NSA plus an appropriate percentage.

CITY OF TALLAHASSEE - LEON COUNTY
BLUEPRINT 2000 & BEYOND
INTERGOVERNMENTAL AGENCY

Minority Business Enterprise
MBE UTILIZATION REPORTING FORM

THE LPA GROUP INCORPORATED
PRIME COMPANY NAME

October 1, 2009
DATE

NO. 597
CONTRACT #

Five
Letter Of Authorization (LOA)#

Company Name, Contact Name, Address, and Telephone No.	Certified		Specify Scope of Work to be performed	Specify All Items to be Supplied	Dollar Amount
	YES	NO			
Moore Bass Consulting 805 North Gadsden Street Tallahassee, FL 32303 850-222-5678	X		Aesthetic Guidelines, Asst. With Master Plan, Landscape Architecture overview		$5,000.00
Pope Environmental 2680 Baum Road Tallahassee, FL 32312 850-509-9998	X		Environmental Review, Sensitive Lands Working Group, Master Plan Asst., Permit Reviews		$10,000.00
Quest Corporation of America 1400 Village Square Blvd, #3-122 Tallahassee, FL 32312 850-508-4445	X		Public Involvement, Asst. With Master Plan, Review of Public Involvement Plans, Asst. w/ Public Meetings		$15,629.00
Uzzel Advertising 2260 Wednesday Street, Suite 100 Tallahassee, FL 32308 850-513-1990	X		Public Relations, Web Authoring, Web Site Maint., Graphic Design		$10,000.00
Katherine Beck Consulting Services 2292-B Hampshire Way Tallahassee, FL 32309 850-566-0999	X		Assist with SIS Funding, Pursue additional funding opportunities		$0.00

4.9% of eligible services on this LOA will be performed by Certified MBE firms.

Approximately 0% of this LOA is funded by State or Federal Funds and that amount was not used in calculating the above percentages.

ALL MBE's MUST BE CERTIFIED BY THE CITY OR COUNTY AT THE TIME OF THIS SUBCONTRACT AWARD IN ORDER TO BE UTILIZED TO MEET THE MBE GOAL

Authorized Signature: _____ **Printed Name:** Paul Holt, PE

Title: Sr. Vice President **Contact Name and Title (if different):** _____

Company Name: THE LPA GROUP INCORPORATED **Telephone Number(s):** 850-205-0460

Address: 1320 Executive Center Drive **Fax Number:** 850-205-0461

City/State/Zip Code: Tallahassee, Florida 32301 **Date:** October 1, 2009

Attachment #9G

Letter of Authorization #6

CITY OF TALLAHASSEE - LEON COUNTY
BLUEPRINT 2000
INTERGOVERNMENTAL AGENCY & BEYOND

1311 Executive Center Drive, Suite 109
The Koger Center, Ellis Building
Tallahassee, FL 32301
Tel: 850.701.2740
Fax: 850.701.2790

THE LPA GROUP INCORPORATED
1320 Executive Center Drive, Suite 100
Tallahassee, Florida 32309

October 1, 2009

ATTN: Paul Holt, P.E.
Sr. Vice President

Re: FY10 Amendment to Letter of Authorization Six
Reference: Contract No. 597
Effective October 1, 2009

Dear Mr. Holt:

As per Paragraph 1.B. of the Agreement between the Intergovernmental Agency (Agency) and THE LPA GROUP INCORPORATED, dated December 30, 2003 and renewed on February 27, 2009, you are hereby authorized, upon your firm's written acceptance of this authorization, to perform the specific tasks as set forth in Attachment 1 (Services and Tasks), which is attached hereto and made a part hereof. Services are authorized to commence upon the date of your acceptance of this Letter of Authorization (LOA) Number Six and continue until the end the fiscal year on September 30, 2010. All services will be performed in accordance with requirements of the Agreement and this LOA.

For required services compensation shall be a Maximum Limiting Amount of **$480,447.00** as detailed in Attachment 3 (Method of Compensation), which is attached hereto and made a part hereof. It is expressly understood that the Maximum Limiting Amount may be adjusted only upon written amendment to this LOA, such amendment indicating availability of funds. Attachment 3 services to be performed by THE LPA GROUP INCORPORATED or by Jacobs Civil, Incorporated, may be performed by field office personnel or by home office personnel and will be billed at the approved overhead rates. Subconsultant billing rates will be based upon a rate schedule approved in advance by the Director. Not withstanding any of the above, in no event will the Maximum Limiting Amount be exceeded without an approved amendment. **$7,316.00** of this LOA will be subject to Performance Bonus/ Liquidated Cost.

For the current term of this LOA, the following staff is approved to occupy Agency offices and utilize Agency equipment in the performance of their approved Agency duties:

Program Manager – Dave Snyder
Engineering Manager – Jim Shepherd
Public Involvement/Information Manager – Margie Quillman
Public Involvement/Information Officer – Carlana Hoffman
Project Controls Manager – Joey Gordon
Project Manager – Gary Phillips
Project Manager – Ed Ringe
Project Manager – Marek Romanowski
Project Manager – Latesa Turner
Construction Manager – Marcus Kelly

These staff shall be billed to the project at approved field office overhead rates.

In performing services described in this Authorization, Consultants may utilize the following subconsultants to perform the specified services:

1) Jacobs Engineering, Inc. (Prime Sub)
2) Moore Bass Consulting (Stormwater, Landscape) – MBE
3) Pope Environmental, Inc. (Environmental) – MBE
4) Beck Consulting Services, Inc. (Gov. Relations) - MBE
5) Quest Corporation of America (Public Involvement) – MBE
6) THC Right of Way Services, Inc. (ROW)
7) Uzzell Advertising (Public Relations, Web Services) – MBE
8) Greenman Pederson, Inc. (Survey & Mapping)
9) Allen Nobles & Associates (Survey & Mapping)

No additional subconsultants are permitted to work on this Authorization without the written consent of the Agency.

The Consultant shall utilize MBE firms to perform services under this Authorization as set forth in Attachment 4 (MBE Utilization Form), which is attached hereto and made a part hereof.

Equipment or software required for this LOA will be coordinated with and approved by the Agency Program Manager prior to any procurement by the Consultant. Invoices for services provided under this LOA will be billed in accordance with Exhibit D to the Agreement.

All services under this LOA shall be completed in accordance with the Schedule set forth in Attachment 2, unless extended pursuant to a Time Extension Letter in the form set forth in Attachment 5 (Time Extension Letter).

This LOA is not subject to retainage. The amount of such retainage is set forth in Attachment 6 (Retainage), which, if applicable, is attached hereto and made a part hereof. Total amount of retainage is $ N/A. (Attach a spreadsheet indicating retainage by task if applicable.)

If you are in agreement with the terms of this LOA, please indicate your acceptance by your signature below and return three (3) signed originals to this office, attention Mr. Phil Maher, and retain one original for your file. Do not begin Work in regard to this LOA until you have signed and returned those documents.

Maximum Limiting Amount
LOA No. Six **$480,447.00**

Cumulative Expenditure (thru 9/30/09)
LOA No. Six **$365,534.11**

Sincerely,

James H. Davis, Director
Blueprint 2000 & Beyond

Approved as to form:

By: _____

Date: 10/5/09

Accepted:
THE LPA GROUP INCORPORATED

By: _____

Title: _____

Date: _____

Attachments:
1. Services and Tasks for LOA Six
2. Schedule for LOA Six (N/A)
3. Method of Compensation
4. MBE Participation for LOA Six

Letter of Authorization Number Six
Specific Scope October 1, 2009 – September 30, 2010
Sensitive Lands Acquisition and Land Management

Task 6.1 Project Management This task includes the management of the sensitive lands acquisition and land management for the Blueprint Sensitive Lands Program. This includes Lafayette Basin Floodplain Acquisition, Lake Jackson Basin Acquisition, Acquisition of lands to protect the Headwaters of the St. Marks River and Greenway Acquisitions for all of the Tier One Projects. Inclusive in this task are scheduling, reporting, budget management, Right-of-Way acquisition management, public information, coordination with other projects and agencies, administration, permitting, plans review, management of contractor and sub consultants and verification of billings and disbursements. Coordination with Sensitive Lands Working Group is also required under this task. All environmental, recreation, stormwater and water quality facets of the Blueprint philosophy are included.

Scope of Work for Period Includes:

Subtask 6.1a – Project Management Services to include:

1) **Establish project controls and management practices**
2) **Coordinate Right-of-Way acquisition activities**
3) **Coordinate public involvement and permitting activities**
4) **Provide document reviews**

Subtask 6.1b – Coordinate with FDOT, City and County on major issues to include:

1) **Maintenance of traffic issues**
2) **Storm water management**
3) **Utilities**
4) **Right-of-Way acquisition**
5) **Landscaping and amenities**

Task 6.2 Greenways and Environmental Planning – This task includes all planning functions for non-roadway elements of the Blueprint Philosophy, greenways, trails, stormwater retrofit, water quality retrofit, environmental planning functions associated with the development of the all of the sensitive lands acquisitions. A countywide Greenway Master Plan is currently under development by the MPO.

Scope of Work for Period Includes:

Subtask 6.2a – Coordinate with the MPO and other planning entities
Subtask 6.2b – Prepare a project concept report incorporating Blueprint elements
Subtask 6.2c –Develop project budgets and estimates
Subtask 6.2d – Participate in public involvement activities

Task 6.3 Greenways and Environmental Design – This task includes all design functions for non- roadway elements of the Blueprint philosophy, greenways, trails, stormwater retrofit, water quality retrofit, environmental planning functions associated with the development and acquisitions of the sensitive lands. A countywide Greenway Master Plan is currently under development by the MPO. This task also includes public involvement.

Scope of Work for Period Includes:

Subtask 6.3a – Provide project support to include:

1) **Contractual support**
2) **Design reviews**
3) **Coordinate with outside agencies**

Task 6.4 Right-of-Way Acquisition – This task includes the management of section consultants and coordination and support of City and County attorneys that are involved in the acquisition and management of Right-of-Way for the non-roadway elements of the Blueprint program including greenways, trails, stormwater ponds and water quality ponds.

Scope of Work for Period Includes:

Subtask 6.4a – Provide engineering support to right-of-way acquisition process for both roadway and non-roadway elements
Subtask 6.4b – Coordinate with legal staff

Task 6.5 Greenways and Environmental Construction – This task includes all construction functions for the non- roadway elements of the Blueprint program that may include greenways and trail links, stormwater retrofit, water quality retrofit, public involvement, public information and other environmental oriented construction projects.

Scope of Work for Period Includes:

NO ACTIVITY THIS PERIOD

Task 6.6 Project Closeout and Acceptance - This task includes the administrative closeout including Right-of-Way, landscaping, stormwater, maintenance agreements, permit compliance reports, contract closeouts, final audits, Right-of-Way map filing, and FEMA map posting. This task may include the transfer of property to the COT, Leon County, or another maintaining Agency (i.e. NWFWMD) as required.

Scope of Work for Period Includes:

NO ACTIVITY THIS PERIOD

FY10 AMENDED LOA AMOUNTS

	FY09 AMT	AMEND NO 23	AMEND NO 24	Amend No. 25	NEW FY 10 AMTS	NEW FY 10 ROW AMTS	NEW FY 10 LOA TOTALS	
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** - LOA 7 and 9 are $0.00 for FY10
Carryover in these 2 LOA's will fund FY10 charges

Attachment 1A to Exhibit D (FY10)
THE LPA GROUP INCORPORATED

PRICE PROPOSAL FORMAT

DETAILS OF COSTS AND FEES

I. JOB CLASSIFICATIONS AND WAGE RATES

JOB CLASSIFICATION TECHNICAL/ADMINISTRATIVE	WAGE RATE
Chief Engineer	$75.77
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Project Engineer	$46.75
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CEI Inspector	$34.63
Sr. Architect	$52.00
Sr. Planner	$55.51
Planner	$34.20
Sr. Scientist	$65.85
Scientist	$40.29
GIS Specialist	$27.45
Public Information Specialist	$37.14
Secretary/Clerk	$20.08

II. ADMINISTRATIVE OVERHEAD AND FRINGE BENEFITS RATE

	HOME/BRANCH OFFICE	FIELD OFFICE
Administrative Overhead	_____%	_____%
Fringe Benefits	_____%	_____%
Combined Rate	153.52 %	114.78 %

Attachment 1A to Exhibit D
THE LPA GROUP INCORPORATED

PRICE PROPOSAL FORMAT

DETAILS OF COSTS AND FEES

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IV. OPERATING MARGIN 12.5 %

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(Agreement Year 3)	5 %
(Agreement Year 4)	4.4 %
(Year 5 per contract)	4.4 %

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Attachment 1A to Exhibit D
Jacobs Civil Incorporated (FY10)

PRICE PROPOSAL FORMAT

DETAILS OF COSTS AND FEES

I. JOB CLASSIFICATIONS AND WAGE RATES

JOB CLASSIFICATION TECHNICAL/ADMINISTRATIVE	WAGE RATE
Architect	$33.71
CADD/Computer Technician	$23.78
CEI Inspector	$24.27
CEI Inspector's Aide	$15.14
CEI Admin/Resident Compliance Officer	$21.06
CEI Senior Inspector	$32.02
Chief Engineer	$90.06
Chief Engineer (2) (GEC Engineering Manager)	$74.40
Contract Support Specialist	$34.01
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Project Manager	$59.40
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Secretary/Clerical	$23.18
Senior Architect	$50.62
Senior Engineer	$57.25
Senior Engineer Technician	$37.29
Senior Planner	$63.88
Senior Project Engineer	$57.99

Attachment 1A to Exhibit D
Jacobs Civil Incorporated

PRICE PROPOSAL FORMAT

DETAILS OF COSTS AND FEES

CONTINUED

II. ADMINISTRATIVE OVERHEAD AND FRINGE BENEFITS RATE

	HOME/BRANCH OFFICE	FIELD OFFICE
Administrative Overhead	_____ %	_____ %
Fringe Benefits	_____ %	_____ %
Combined Rate	129.05 %	99.19 %
Direct Expense Rate (CEI staff)		19.21 %

III. FACILITIES CAPITAL COST OF MONEY: N/A %

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V. WAGE INFLATION RATE

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Agreement Years 4 and 5 to be negotiated at BLS: Employment Cost Index: Total compensation: White-collar occupations: Private industry, NSA plus an appropriate percentage.

CITY OF TALLAHASSEE - LEON COUNTY
BLUEPRINT 2000 & BEYOND
INTERGOVERNMENTAL AGENCY

Minority Business Enterprise
MBE UTILIZATION REPORTING FORM

THE LPA GROUP INCORPORATED
PRIME COMPANY NAME

October 1, 2009
DATE

NO. 597
CONTRACT #

Six
Letter Of Authorization (LOA)#

Company Name, Contact Name, Address, and Telephone No.	Certified		Specify Scope of Work to be performed	Specify All Items to be Supplied	Dollar Amount
	YES	NO			
Moore Bass Consulting 805 North Gadsden Street Tallahassee, FL 32303 850-222-5678	X		Aesthetic Guidelines, Asst. With Master Plan, Landscape Architecture overview		$0.00
Pope Environmental 2680 Baum Road Tallahassee, FL 32312 850-509-9998	X		Environmental Review, Sensitive Lands Working Group, Master Plan Asst., Permit Reviews		$5,000
Quest Corporation of America 1400 Village Square Blvd, #3-122 Tallahassee, FL 32312 850-508-4445	X		Public Involvement, Asst. With Master Plan, Review of Public Involvement Plans, Asst. w/ Public Meetings		$0.00
Uzzel Advertising 2260 Wednesday Street, Suite 100 Tallahassee, FL 32308 850-513-1990	X		Public Relations, Web Authoring, Web Site Maint., Graphic Design		$0.00
Katherine Beck Consulting Services 2292-B Hampshire Way Tallahassee, FL 32309 850-566-0999	X		Assist with SIS Funding, Pursue additional funding opportunities		$0.00

41.67% of eligible services on this LOA will be performed by Certified MBE firms.

Approximately 0% of this LOA is funded by State or Federal Funds and that amount was not used in calculating the above percentages.

ALL MBE's MUST BE CERTIFIED BY THE CITY OR COUNTY AT THE TIME OF THIS SUBCONTRACT AWARD IN ORDER TO BE UTILIZED TO MEET THE MBE GOAL

Authorized Signature: _____ **Printed Name:** Paul Holt, PE

Title: Sr. Vice President **Contact Name and Title (if different):** _____

Company Name: THE LPA GROUP INCORPORATED **Telephone Number(s):** 850-205-0460

Address: 1320 Executive Center Drive **Fax Number:** 850-205-0461

City/State/Zip Code: Tallahassee, Florida 32301 **Date:** October 1, 2009

Attachment #9H

Letter of Authorization #7

CITY OF TALLAHASSEE - LEON COUNTY
BLUEPRINT 2000 & BEYOND
INTERGOVERNMENTAL AGENCY

1311 Executive Center Drive, Suite 109
The Koger Center, Ellis Building
Tallahassee, FL 32301
Tel: 850.701.2740
Fax: 850.701.2790

THE LPA GROUP INCORPORATED
1320 Executive Center Drive, Suite 100
Tallahassee, Florida 32309

October 1, 2009

ATTN: Paul Holt, P.E.
Sr. Vice President

Re: FY10 Amended Letter of Authorization Seven
Reference: Contract No. 597
Effective October 1, 2009

Dear Mr. Holt:

As per Paragraph 1.B. of the Agreement between the Intergovernmental Agency (Agency) and THE LPA GROUP INCORPORATED, dated December 30, 2003 and renewed on February 27, 2009, you are hereby authorized, upon your firm's written acceptance of this authorization, to perform the specific tasks as set forth in Attachment 1 (Services and Tasks), which is attached hereto and made a part hereof. Services are authorized to commence upon the date of your acceptance of this Letter of Authorization (LOA) Number Seven and continue until the end the fiscal year on September 30, 2010. All services will be performed in accordance with requirements of the Agreement and this LOA.

For required services compensation shall be a Maximum Limiting Amount of **$3,036,778.00** (this amount includes $832,000.00 in Right-of-Way acquisition services which is to be shown as a separate line item on all invoices for this LOA) as detailed in Attachment 3 (Method of Compensation), which is attached hereto and made a part hereof. It is expressly understood that the Maximum Limiting Amount may be adjusted only upon written amendment to this LOA, such amendment indicating availability of funds. Attachment 3 services to be performed by THE LPA GROUP INCORPORATED or by Jacobs Civil, Incorporated, may be performed by field office personnel or by home office personnel and will be billed at the approved overhead rates. Subconsultant billing rates will be based upon a rate schedule approved in advance by the Director. Not withstanding any of the above, in no event will the Maximum Limiting Amount be exceeded without an approved amendment. **$208,185.00** of this LOA will be subject to Performance Bonus/Liquidated Cost.

For the current term of this LOA, the following staff is approved to occupy Agency offices and utilize Agency equipment in the performance of their approved Agency duties:

Program Manager – Dave Snyder
Engineering Manager – Jim Shepherd
Public Involvement/Information Manager – Margie Quillman
Public Involvement/Information Officer – Carlana Hoffman
Project Controls Manager – Joey Gordon
Project Manager – Gary Phillips
Project Manager – Ed Ringe
Project Manager – Marek Romanowski
Project Manager – Latesa Turner
Construction Manager – Marcus Kelly

These staff shall be billed to the project at approved field office overhead rates.

In performing services described in this Authorization, Consultants may utilize the following subconsultants to perform the specified services:

1) Jacobs Engineering, Inc. (Prime Sub)
2) Moore Bass Consulting (Stormwater, Landscape) – MBE
3) Pope Environmental, Inc. (Environmental) – MBE
4) Beck Consulting Services, Inc. (Gov. Relations) - MBE
5) Quest Corporation of America (Public Involvement) – MBE
6) THC Right of Way Services, Inc. (ROW)
7) Uzzell Advertising (Public Relations, Web Services) – MBE
8) Greenman Pederson, Inc. (Survey & Mapping)
9) Allen Nobles & Associates (Survey & Mapping)

No additional subconsultants are permitted to work on this Authorization without the written consent of the Agency.

The Consultant shall utilize MBE firms to perform services under this Authorization as set forth in Attachment 4 (MBE Utilization Form), which is attached hereto and made a part hereof.

Equipment or software required for this LOA will be coordinated with and approved by the Agency Program Manager prior to any procurement by the Consultant. Invoices for services provided under this LOA will be billed in accordance with Exhibit D to the Agreement.

All services under this LOA shall be completed in accordance with the Schedule set forth in Attachment 2, unless extended pursuant to a Time Extension Letter in the form set forth in Attachment 5 (Time Extension Letter).

This LOA is not subject to retainage. The amount of such retainage is set forth in Attachment 6 (Retainage), which, if applicable, is attached hereto and made a part hereof. Total amount of retainage is $ N/A. (Attach a spreadsheet indicating retainage by task if applicable.)

If you are in agreement with the terms of this LOA, please indicate your acceptance by your signature below and return three (3) signed originals to this office, attention Mr. Phil Maher, and retain one original for your file. Do not begin Work in regard to this LOA until you have signed and returned those documents.

Maximum Limiting Amount
LOA No. Seven **$3,036,778.00**

Cumulative Expenditure (thru 9/30/09)
LOA No. Seven **$1,984,609.00**

Sincerely,

James H. Davis, Director
Blueprint 2000 & Beyond

Approved as to form:

By: _____

Date: 10/5/09

Accepted:
THE LPA GROUP INCORPORATED

By: _____

Title: _____

Date: _____

Attachments:
1. Services and Tasks for LOA Seven
2. Schedule for LOA Seven (N/A)
3. Method of Compensation
4. MBE Participation for LOA Seven

Letter of Authorization Number Seven
Specific Scope October 1, 2009– September 30, 2010
Capital Circle Southeast – E2 (Woodville Hwy to Tram Rd)

Task 7.1 Project Management This task includes the management of the Capital Circle Southeast from Woodville Highway to Tram Rd. inclusive of all facets from project construction to closeout. Inclusive in this task are scheduling, reporting, budget management, Right-of-Way acquisition management, public information, coordination with other projects and agencies, administration, permitting, plans review, management of contractor and subconsultants and verification of billings and disbursements. Inclusive is coordination with SouthWood as required for the Right-of-Way, greenways, trails, stormwater and construction. All environmental, recreation, stormwater and water quality facets of the Blueprint philosophy are included in this task.

Scope of Work for Period Includes:

Subtask 7.1a – Project Management Services to include:

1) **Maintain project controls and management practices**
2) **Coordinate Right-of-Way acquisition activities**
3) **Coordinate public involvement and permitting activities**
4) **Provide document reviews**

Subtask 7.1b – Coordinate with FDOT/COT to include:

1) **Maintenance of traffic issues**
2) **Utilities**
3) **Right-of-Way acquisition**
4) **Landscaping and amenities**

Task 7.2 Planning – This task includes the assumption of all remaining planning functions associated with the roadway element of this project to include coordination with the MPO, development of project estimates and budgets, preparation of scopes of services and award of contracts for planning requirements including expanded PD&Es, management of awarded contracts and other associated studies. Public involvement for all the above is a portion of this task. COT has completed the majority of this task.

Scope of Work for Period Includes:

NO ACTIVITY THIS PERIOD

Task 7.2.A Greenways and Environmental Planning – This task includes all planning functions for non-roadway elements of the Blueprint Philosophy, greenways, trails, stormwater retrofit, water quality retrofit, environmental planning functions associated with the development of the Capital Circle Southeast as described in Task 7.2. COT and SouthWood have completed the majority of these tasks.

Scope of Work for Period Includes:

NO ACTIVITY THIS PERIOD

Task 7.3 Design - This task includes all design functions for Blueprint roadway elements associated with Capital Circle Southeast. Inclusive are the preparation of a design scope of services, support for a contract award, contract management design reviews, coordination for utilities relocation, coordination with outside agencies and other associated task. Inclusive in this task is public involvement with the design selection.

Scope of Work for Period Includes:

Subtask 7.3a – Provide project support to include:

1) **Contractual support**
2) **Design reviews**
3) **Coordinate with outside agencies**
4) **Coordinate with projects along the CCSE E-2 corridor**

Task 7.3.A Greenways and Environmental Design – This task includes all design functions for non-roadway elements of the Blueprint philosophy, greenways, trails, stormwater retrofit, water quality retrofit, environmental planning functions associated with the development of the Capital Circle Southeast as described in Task 7.3. This task also includes public involvement.

Scope of Work for Period Includes:

Subtask 7.3.Aa – Provide project support to include:

1) **Contractual support**
2) **Design reviews for non-roadway elements**
3) **Coordinate with outside agencies**

Task 7.4 Right-of-Way Acquisition – This task includes the management of sub consultants and coordination and support of City and County attorneys that are involved in the acquisition and management of Right-of-Way for both the construction of the roadways but also for the other non-roadway elements of the Blueprint program including greenways, trails, stormwater ponds and water quality ponds.

Scope of Work for Period Includes:

Subtask 7.4a – Provide engineering support to right-of-way acquisition process for both roadway and non-roadway elements
Subtask 7.4b – Coordinate with legal staff

Task 7.5 Construction - This task includes all construction functions associated with the roadway element of this project to include development of construction related scopes of services, award support and management of construction related contracts, construction oversight, quality control, maintenance of traffic (MOT), materials testing and verification, public involvement and information and other tasks associated with the construction and acceptance of the roadway.

Scope of Work for Period Includes:

Subtask 7.5 – Provide project support to include:

a. **Construction oversight and QC**
b. **Public involvement and progress meetings**
c. **Coordinate with outside agencies**
d. **Coordinate with other construction along CCSE**

Task 7.5.A Greenways and Environmental Construction – This task includes all construction functions for the non- roadway elements of the Blueprint program that are not provided by SouthWood and may include greenways and trail links, stormwater retrofit, water quality retrofit, public involvement, public information and other environmental oriented construction projects.

Scope of Work for Period Includes:

Subtask 7.5A – Provide project support to include:

a. **Construction oversight and QC**
b. **Public involvement and progress meetings**
c. **Coordinate with outside agencies**

Task 7.6 Project Closeout and Acceptance - This task includes the administrative closeout including Right-of-Way, landscaping, stormwater, maintenance agreements, permit compliance reports, contract closeouts, final audits, Right-of-Way map filing, and FEMA map posting for the Capital Circle Southeast. This task includes the transfer of property to FDOT, COT or Leon County as required.

Scope of Work for Period Includes:

NO ACTIVITY THIS PERIOD

FY10 AMENDED LOA AMOUNTS

	FY09 AMT	AMEND NO 23	AMEND NO 24	Amend No. 25	NEW FY 10 AMTS	NEW FY 10 ROW AMTS	NEW FY 10 LOA TOTALS	
LOA1	4,979,030	4,979,030	4,949,030	4,939,030	800,000		5,739,030	LOA 1
LOA2	2,678,101	2,678,101	2,678,101	2,678,101	941,584		3,619,685	LOA 2
LOA2 ROW	50,000	50,000	50,000	50,000		25,000	75,000	LOA 2 ROW
LOA3	778,806	990,215	990,215	990,215	0		990,215	LOA 3
LOA4	3,048,559	3,048,559	3,078,559	3,088,559	0		3,088,559	LOA 4
LOA5	2,141,501	2,141,501	2,141,501	2,141,501	386,356		2,527,857	LOA 5
LOA5 ROW	2,802,000	2,802,000	2,802,000	2,802,000		900,000	3,702,000	LOA 5 ROW
LOA6	449,741	449,741	449,741	449,741	30,706		480,447	LOA 6
LOA7	2,416,187	2,204,778	2,204,778	2,204,778	0 **		2,204,778	LOA 7
LOA7 ROW	832,000	832,000	832,000	832,000			832,000	LOA 7 ROW
LOA8	553,746	553,746	553,746	553,746	373,206		926,952	LOA 8
LOA8 ROW	100,000	100,000	100,000	100,000			100,000	LOA 8 ROW
LOA9	1,115,045	1,115,045	1,115,045	1,115,045	0 **		1,115,045	LOA 9
TOTALS	21,944,716	21,944,716	21,944,716	21,944,716	2,531,852	925,000	25,401,568	

** - LOA 7 and 9 are $0.00 for FY10
Carryover in these 2 LOA's will fund FY10 charges

Attachment 1A to Exhibit D (FY10)
THE LPA GROUP INCORPORATED

PRICE PROPOSAL FORMAT

DETAILS OF COSTS AND FEES

I. JOB CLASSIFICATIONS AND WAGE RATES

JOB CLASSIFICATION TECHNICAL/ADMINISTRATIVE	WAGE RATE
Chief Engineer	$75.77
Sr. Project Engineer	$67.56
Project Manager	$48.50
Project Engineer	$46.75
Engineering Intern	$30.62
Designer	$48.88
Environmental Specialist	$27.04
Sr. Engineering Technician	$26.75
CEI Inspector	$34.63
Sr. Architect	$52.00
Sr. Planner	$55.51
Planner	$34.20
Sr. Scientist	$65.85
Scientist	$40.29
GIS Specialist	$27.45
Public Information Specialist	$37.14
Secretary/Clerk	$20.08

II. ADMINISTRATIVE OVERHEAD AND FRINGE BENEFITS RATE

	HOME/BRANCH OFFICE	FIELD OFFICE
Administrative Overhead	_____ %	_____ %
Fringe Benefits	_____ %	_____ %
Combined Rate	153.52 %	114.78 %

Attachment 1A to Exhibit D
THE LPA GROUP INCORPORATED

PRICE PROPOSAL FORMAT

DETAILS OF COSTS AND FEES

III. FACILITIES CAPITAL COST OF MONEY: 0.683 %

Facilities capital cost of money represents a fixed percentage of direct salaries and wages.

IV. OPERATING MARGIN 12.5 %

V. WAGE INFLATION RATE

(Agreement Year 3)	5 %
(Agreement Year 4)	4.4 %
(Year 5 per contract)	4.4 %

Agreement Years 4 and 5 to be negotiated at BLS: Employment Cost Index: Total compensation: White-collar occupations: Private industry, NSA plus an appropriate percentage.

Attachment 1A to Exhibit D
Jacobs Civil Incorporated (FY10)

PRICE PROPOSAL FORMAT

DETAILS OF COSTS AND FEES

I. JOB CLASSIFICATIONS AND WAGE RATES

JOB CLASSIFICATION TECHNICAL/ADMINISTRATIVE	WAGE RATE
Architect	$33.71
CADD/Computer Technician	$23.78
CEI Inspector	$24.27
CEI Inspector's Aide	$15.14
CEI Admin/Resident Compliance Officer	$21.06
CEI Senior Inspector	$32.02
Chief Engineer	$90.06
Chief Engineer (2) (GEC Engineering Manager)	$74.40
Contract Support Specialist	$34.01
Designer	$34.85
Engineer	$45.66
Engineer Intern	$28.24
Engineering Technician	$23.78
Planner	$32.77
Project Administrator	$49.04
Project Architect	$35.64
Project Engineer	$33.41
Project Manager	$59.40
Public Information Officer	$37.31
Secretary/Clerical	$23.18
Senior Architect	$50.62
Senior Engineer	$57.25
Senior Engineer Technician	$37.29
Senior Planner	$63.88
Senior Project Engineer	$57.99

Attachment 1A to Exhibit D
Jacobs Civil Incorporated

PRICE PROPOSAL FORMAT

DETAILS OF COSTS AND FEES

CONTINUED

II. ADMINISTRATIVE OVERHEAD AND FRINGE BENEFITS RATE

	HOME/BRANCH OFFICE	FIELD OFFICE
Administrative Overhead	_____ %	_____ %
Fringe Benefits	_____ %	_____ %
Combined Rate	129.05 %	99.19 %
Direct Expense Rate (CEI staff)		19.21 %

III. FACILITIES CAPITAL COST OF MONEY: N/A %

Facilities capital cost of money represents a fixed percentage of direct salaries and wages.

IV. OPERATING MARGIN 12.5 %

V. WAGE INFLATION RATE

(Agreement Year 3)	5 %
(Agreement Year 4)	4.4 %
(Year 5 per contract)	4.4 %

Agreement Years 4 and 5 to be negotiated at BLS: Employment Cost Index: Total compensation: White-collar occupations: Private industry, NSA plus an appropriate percentage.

CITY OF TALLAHASSEE - LEON COUNTY
BLUEPRINT 2000 & BEYOND
INTERGOVERNMENTAL AGENCY

Minority Business Enterprise
MBE UTILIZATION REPORTING FORM

THE LPA GROUP INCORPORATED
PRIME COMPANY NAME

October 1, 2009
DATE

NO. 597
CONTRACT #

Seven
Letter Of Authorization (LOA)#

Company Name, Contact Name, Address, and Telephone No.	Certified		Specify Scope of Work to be performed	Specify All Items to be Supplied	Dollar Amount
	YES	NO			
Moore Bass Consulting 805 North Gadsden Street Tallahassee, FL 32303 850-222-5678	X		Aesthetic Guidelines, Asst. With Master Plan, Landscape Architecture overview		$0.00
Pope Environmental 2680 Baum Road Tallahassee, FL 32312 850-509-9998	X		Environmental Review, Sensitive Lands Working Group, Master Plan Asst., Permit Reviews		$0.00
Quest Corporation of America 1400 Village Square Blvd, #3-122 Tallahassee, FL 32312 850-508-4445	X		Public Involvement, Asst. With Master Plan, Review of Public Involvement Plans, Asst. w/ Public Meetings		$0.00
Uzzel Advertising 2260 Wednesday Street, Suite 100 Tallahassee, FL 32308 850-513-1990	X		Public Relations, Web Authoring, Web Site Maint., Graphic Design		$0.00
Katherine Beck Consulting Services 2292-B Hampshire Way Tallahassee, FL 32309 850-566-0999	X		Assist with SIS Funding, Pursue additional funding opportunities		$0.00

11.78% of eligible services on this LOA will be performed by Certified MBE firms.

Approximately 0% of this LOA is funded by State or Federal Funds and that amount was not used in calculating the above percentages.

ALL MBE's MUST BE CERTIFIED BY THE CITY OR COUNTY AT THE TIME OF THIS SUBCONTRACT AWARD IN ORDER TO BE UTILIZED TO MEET THE MBE GOAL

Authorized Signature:_____ **Printed Name:** Paul Holt, PE

Title: Sr. Vice President **Contact Name and Title (if different):**_____

Company Name: THE LPA GROUP INCORPORATED **Telephone Number(s):** 850-205-0460

Address: 1320 Executive Center Drive **Fax Number:** 850-205-0461

City/State/Zip Code: Tallahassee, Florida 32301 **Date:** October 1, 2009

Attachment #9I

Letter of Authorization #8

CITY OF TALLAHASSEE - LEON COUNTY
BLUEPRINT 2000 & BEYOND
INTERGOVERNMENTAL AGENCY

1311 Executive Center Drive, Suite 109
The Koger Center, Ellis Building
Tallahassee, FL 32301
Tel: 850.701.2740
Fax: 850.701.2790

THE LPA GROUP INCORPORATED
1320 Executive Center Drive, Suite 100
Tallahassee, Florida 32309

October 1, 2009

ATTN: Paul Holt, P.E.
Sr. Vice President

Re: FY10 Amended Letter of Authorization Eight
Reference: Contract No. 597
Effective October 1, 2009

Dear Mr. Holt:

As per Paragraph 1.B. of the Agreement between the Intergovernmental Agency (Agency) and THE LPA GROUP INCORPORATED, dated December 30, 2003 and renewed on February 27, 2009, you are hereby authorized, upon your firm's written acceptance of this authorization, to perform the specific tasks as set forth in Attachment 1 (Services and Tasks), which is attached hereto and made a part hereof. Services are authorized to commence upon the date of your acceptance of this Letter of Authorization (LOA) Number Eight and continue until the end the fiscal year on September 30, 2010. All services will be performed in accordance with requirements of the Agreement and this LOA.

For required services compensation shall be a Maximum Limiting Amount of **$1,026,952.00** (this amount includes $100,000.00 in Right-of-Way acquisition services which is to be shown as a separate line item on all invoices for this LOA) as detailed in Attachment 3 (Method of Compensation), which is attached hereto and made a part hereof. It is expressly understood that the Maximum Limiting Amount may be adjusted only upon written amendment to this LOA, such amendment indicating availability of funds. Attachment 3 services to be performed by THE LPA GROUP INCORPORATED or by Jacobs Civil, Incorporated, may be performed by field office personnel or by home office personnel and will be billed at the approved overhead rates. Subconsultant billing rates will be based upon a rate schedule approved in advance by the Director. Not withstanding any of the above, in no event will the Maximum Limiting Amount be exceeded without an approved amendment. **$140,680.02** of this LOA will be subject to Performance Bonus/ Liquidated Cost.

For the current term of this LOA, the following staff is approved to occupy Agency offices and utilize Agency equipment in the performance of their approved Agency duties:

Program Manager – Dave Snyder
Engineering Manager – Jim Shepherd
Public Involvement/Information Manager – Margie Quillman
Public Involvement/Information Officer – Carlana Hoffman
Project Controls Manager – Joey Gordon
Project Manager – Gary Phillips
Project Manager – Ed Ringe
Project Manager – Marek Romanowski
Project Manager – Latesa Turner
Construction Manager – Marcus Kelly

These staff shall be billed to the project at approved field office overhead rates.

In performing services described in this Authorization, Consultants may utilize the following subconsultants to perform the specified services:

1) Jacobs Engineering, Inc. (Prime Sub)
2) Moore Bass Consulting (Stormwater, Landscape) – MBE
3) Pope Environmental, Inc. (Environmental) – MBE
4) Beck Consulting Services, Inc. (Gov. Relations) - MBE
5) Quest Corporation of America (Public Involvement) – MBE
6) THC Right of Way Services, Inc. (ROW)
7) Uzzell Advertising (Public Relations, Web Services) – MBE
8) Greenman Pederson, Inc. (Survey & Mapping)
9) Allen Nobles & Associates (Survey & Mapping)

No additional subconsultants are permitted to work on this Authorization without the written consent of the Agency.

The Consultant shall utilize MBE firms to perform services under this Authorization as set forth in Attachment 4 (MBE Utilization Form), which is attached hereto and made a part hereof.

Equipment or software required for this LOA will be coordinated with and approved by the Agency Program Manager prior to any procurement by the Consultant. Invoices for services provided under this LOA will be billed in accordance with Exhibit D to the Agreement.

CITY OF TALLAHASSEE - LEON COUNTY
BLUEPRINT 2000 & BEYOND
INTERGOVERNMENTAL AGENCY

All services under this LOA shall be completed in accordance with the Schedule set forth in Attachment 2, unless extended pursuant to a Time Extension Letter in the form set forth in Attachment 5 (Time Extension Letter).

This LOA is not subject to retainage. The amount of such retainage is set forth in Attachment 6 (Retainage), which, if applicable, is attached hereto and made a part hereof. Total amount of retainage is $ N/A. (Attach a spreadsheet indicating retainage by task if applicable.)

If you are in agreement with the terms of this LOA, please indicate your acceptance by your signature below and return three (3) signed originals to this office, attention Mr. Phil Maher, and retain one original for your file. Do not begin Work in regard to this LOA until you have signed and returned those documents.

Maximum Limiting Amount
LOA No. Eight **$1,026,952.00**

Cumulative Expenditure (thru 9/30/09)
LOA No. Eight **$503,996.77**

Sincerely,

James H. Davis, Director
Blueprint 2000 & Beyond

Approved as to form:

By: _____

Date: 10/5/09

Accepted:
THE LPA GROUP INCORPORATED

By: _____

Title: _____

Date: _____

Attachments:
1. Services and Tasks for LOA Eight
2. Schedule for LOA Eight (N/A)
3. Method of Compensation
4. MBE Participation for LOA Eight

Letter of Authorization Number Eight
Specific Scope October 1, 2009 – September 30, 2010
Capital Circle Southeast – E3 (Crawfordville Rd to Woodville Hwy)

Task 8.1 Project Management This task includes the management of the Capital Circle Southeast from Crawfordville Road to Woodville Highway inclusive of all facets from project construction to closeout. Inclusive in this task are scheduling, reporting, budget management, Right-of-Way acquisition management, public information, coordination with other projects and agencies, administration, permitting, plans review, management of contractor and subconsultants and verification of billings and disbursements. Inclusive is coordination with SouthWood as required for the Right-of-Way, greenways, trails, stormwater and construction. All environmental, recreation, stormwater and water quality facets of the Blueprint philosophy are included in this task.

Scope of Work for Period Includes:

Subtask 8.1a – Project Management Services to include:

1) **Maintain project controls and management practices**
2) **Coordinate Right-of-Way acquisition activities**
3) **Coordinate public involvement and permitting activities**
4) **Provide document reviews**

Subtask 8.1b – Coordinate with FDOT/COT and USFS to include:

1) **Maintenance of traffic issues**
2) **Utilities**
3) **Right-of-Way acquisition**
4) **Landscaping and amenities**

Task 8.2 Planning – This task includes the assumption of all remaining planning functions associated with the roadway element of this project to include coordination with the MPO, development of project estimates and budgets, preparation of scopes of services and award of contracts for planning requirements including expanded PD&Es, management of awarded contracts and other associated studies. Public involvement for all the above is a portion of this task. COT has completed the majority of this task.

Scope of Work for Period Includes:

Subtask 8.2a – Coordinate with the MPO, COT and USFS

Subtask 8.2b – Participate in public involvement activities

Task 8.2.A Greenways and Environmental Planning – This task includes all planning functions for non-roadway elements of the Blueprint Philosophy, greenways, trails, stormwater retrofit, water quality retrofit, environmental planning functions associated with the development of the Capital Circle Southeast as described in Task 8.2.

Scope of Work for Period Includes:

Subtask 8.2.Aa – Coordinate with MPO, COT and USFS
Subtask 8.2.Ab – Participate in public involvement activities

Task 8.3 Design - This task includes all design functions for Blueprint roadway elements associated with Capital Circle Southeast. Inclusive are the preparation of a design scope of services, support for a contract award, contract management design reviews, coordination for utilities relocation, coordination with outside agencies and other associated task. Inclusive in this task is public involvement with the design selection.

Scope of Work for Period Includes:

NO ACTIVITY THIS PERIOD

Task 8.3.A Greenways and Environmental Design – This task includes all design functions for non- roadway elements of the Blueprint philosophy, greenways, trails, stormwater retrofit, water quality retrofit, environmental planning functions associated with the development of the Capital Circle Southeast as described in Task 8.3. This task also includes public involvement.

Scope of Work for Period Includes:

NO ACTIVITY THIS PERIOD

Task 8.4 Right-of-Way Acquisition – This task includes the management of subconsultants and coordination and support of City and County attorneys that are involved in the acquisition and management of Right-of-Way for both the construction of the roadways but also for the other non-roadway elements of the Blueprint program including greenways, trails, stormwater ponds and water quality ponds.

Scope of Work for Period Includes:

Subtask 8.4a – Provide engineering support to right-of-way acquisition process for both roadway and non-roadway elements
Subtask 8.4b – Coordinate with legal staff

Task 8.5 Construction - This task includes all construction functions associated with the roadway element of this project to include development of construction related scopes of services, award support and management of construction related contracts, construction oversight, quality control, maintenance of traffic (MOT), materials testing and verification, public involvement and information and other tasks associated with the construction and acceptance of the roadway.

Scope of Work for Period Includes:
NO ACTIVITY THIS PERIOD

Task 8.5.A Greenways and Environmental Construction – This task includes all construction functions for the non- roadway elements of the Blueprint program that are not provided by SouthWood and may include greenways and trail links, stormwater retrofit, water quality retrofit, public involvement, public information and other environmental oriented construction projects.

Scope of Work for Period Includes:
NO ACTIVITY THIS PERIOD

Task 8.6 Project Closeout and Acceptance - This task includes the administrative closeout including Right-of-Way, landscaping, stormwater, maintenance agreements, permit compliance reports, contract closeouts, final audits, Right-of-Way map filing, and FEMA map posting for the Capital Circle Southeast. This task includes the transfer of property to FDOT, COT or Leon County as required.

Scope of Work for Period Includes:
NO ACTIVITY THIS PERIOD

FY10 AMENDED LOA AMOUNTS

	FY09 AMT	AMEND NO 23	AMEND NO 24	Amend No. 25	NEW FY 10 AMTS	NEW FY 10 ROW AMTS	NEW FY 10 LOA TOTALS	
LOA1	4,979,030	4,979,030	4,949,030	4,939,030	800,000		5,739,030	LOA 1
LOA2	2,678,101	2,678,101	2,678,101	2,678,101	941,584		3,619,685	LOA 2
LOA2 ROW	50,000	50,000	50,000	50,000		25,000	75,000	LOA 2 ROW
LOA3	778,806	990,215	990,215	990,215	0		990,215	LOA 3
LOA4	3,048,559	3,048,559	3,078,559	3,088,559	0		3,088,559	LOA 4
LOA5	2,141,501	2,141,501	2,141,501	2,141,501	386,356		2,527,857	LOA 5
LOA5 ROW	2,802,000	2,802,000	2,802,000	2,802,000		900,000	3,702,000	LOA 5 ROW
LOA6	449,741	449,741	449,741	449,741	30,706		480,447	LOA 6
LOA7	2,416,187	2,204,778	2,204,778	2,204,778	0 **		2,204,778	LOA 7
LOA7 ROW	832,000	832,000	832,000	832,000			832,000	LOA 7 ROW
LOA8	553,746	553,746	553,746	553,746	373,206		926,952	LOA 8
LOA8 ROW	100,000	100,000	100,000	100,000			100,000	LOA 8 ROW
LOA9	1,115,045	1,115,045	1,115,045	1,115,045	0 **		1,115,045	LOA 9
TOTALS	21,944,716	21,944,716	21,944,716	21,944,716	2,531,852	925,000	25,401,568	

** - LOA 7 and 9 are $0.00 for FY10
Carryover in these 2 LOA's will fund FY10 charges

Attachment 1A to Exhibit D (FY10)
THE LPA GROUP INCORPORATED

PRICE PROPOSAL FORMAT

DETAILS OF COSTS AND FEES

I. JOB CLASSIFICATIONS AND WAGE RATES

JOB CLASSIFICATION TECHNICAL/ADMINISTRATIVE	WAGE RATE
Chief Engineer	$75.77
Sr. Project Engineer	$67.56
Project Manager	$48.50
Project Engineer	$46.75
Engineering Intern	$30.62
Designer	$48.88
Environmental Specialist	$27.04
Sr. Engineering Technician	$26.75
CEI Inspector	$34.63
Sr. Architect	$52.00
Sr. Planner	$55.51
Planner	$34.20
Sr. Scientist	$65.85
Scientist	$40.29
GIS Specialist	$27.45
Public Information Specialist	$37.14
Secretary/Clerk	$20.08

II. ADMINISTRATIVE OVERHEAD AND FRINGE BENEFITS RATE

	HOME/BRANCH OFFICE	FIELD OFFICE
Administrative Overhead	_____%	_____%
Fringe Benefits	_____%	_____%
Combined Rate	153.52 %	114.78 %

Attachment 1A to Exhibit D
THE LPA GROUP INCORPORATED

PRICE PROPOSAL FORMAT

DETAILS OF COSTS AND FEES

III. FACILITIES CAPITAL COST OF MONEY: 0.683 %

Facilities capital cost of money represents a fixed percentage of direct salaries and wages.

IV. OPERATING MARGIN 12.5 %

V. WAGE INFLATION RATE

(Agreement Year 3)	5 %
(Agreement Year 4)	4.4 %
(Year 5 per contract)	4.4 %

Agreement Years 4 and 5 to be negotiated at BLS: Employment Cost Index: Total compensation: White-collar occupations: Private industry, NSA plus an appropriate percentage.

Attachment 1A to Exhibit D
Jacobs Civil Incorporated (FY10)

PRICE PROPOSAL FORMAT

DETAILS OF COSTS AND FEES

I. JOB CLASSIFICATIONS AND WAGE RATES

JOB CLASSIFICATION TECHNICAL/ADMINISTRATIVE	WAGE RATE
Architect	$33.71
CADD/Computer Technician	$23.78
CEI Inspector	$24.27
CEI Inspector's Aide	$15.14
CEI Admin/Resident Compliance Officer	$21.06
CEI Senior Inspector	$32.02
Chief Engineer	$90.06
Chief Engineer (2) (GEC Engineering Manager)	$74.40
Contract Support Specialist	$34.01
Designer	$34.85
Engineer	$45.66
Engineer Intern	$28.24
Engineering Technician	$23.78
Planner	$32.77
Project Administrator	$49.04
Project Architect	$35.64
Project Engineer	$33.41
Project Manager	$59.40
Public Information Officer	$37.31
Secretary/Clerical	$23.18
Senior Architect	$50.62
Senior Engineer	$57.25
Senior Engineer Technician	$37.29
Senior Planner	$63.88
Senior Project Engineer	$57.99

Attachment 1A to Exhibit D
Jacobs Civil Incorporated

PRICE PROPOSAL FORMAT

DETAILS OF COSTS AND FEES

CONTINUED

II. ADMINISTRATIVE OVERHEAD AND FRINGE BENEFITS RATE

	HOME/BRANCH OFFICE	FIELD OFFICE
Administrative Overhead	_____ %	_____ %
Fringe Benefits	_____ %	_____ %
Combined Rate	129.05 %	99.19 %
Direct Expense Rate (CEI staff)		19.21 %

III. FACILITIES CAPITAL COST OF MONEY: N/A %

Facilities capital cost of money represents a fixed percentage of direct salaries and wages.

IV. OPERATING MARGIN 12.5 %

V. WAGE INFLATION RATE

(Agreement Year 3)	5 %
(Agreement Year 4)	4.4 %
(Year 5 per contract)	4.4 %

Agreement Years 4 and 5 to be negotiated at BLS: Employment Cost Index: Total compensation: White-collar occupations: Private industry, NSA plus an appropriate percentage.

CITY OF TALLAHASSEE - LEON COUNTY
BLUEPRINT 2000 & BEYOND
INTERGOVERNMENTAL AGENCY

Minority Business Enterprise
MBE UTILIZATION REPORTING FORM

THE LPA GROUP INCORPORATED
PRIME COMPANY NAME

October 1, 2009
DATE

NO. 597
CONTRACT #

Eight
Letter Of Authorization (LOA)#

Company Name, Contact Name, Address, and Telephone No.	Certified		Specify Scope of Work to be performed	Specify All Items to be Supplied	Dollar Amount
	YES	NO			
Moore Bass Consulting 805 North Gadsden Street Tallahassee, FL 32303 850-222-5678	X		Aesthetic Guidelines, Asst. With Master Plan, Landscape Architecture overview		$5,000
Pope Environmental 2680 Baum Road Tallahassee, FL 32312 850-509-9998	X		Environmental Review, Sensitive Lands Working Group, Master Plan Asst., Permit Reviews		$5,000
Quest Corporation of America 1400 Village Square Blvd, #3-122 Tallahassee, FL 32312 850-508-4445	X		Public Involvement, Asst. With Master Plan, Review of Public Involvement Plans, Asst. w/ Public Meetings		$23,443
Uzzell Advertising 2260 Wednesday Street, Suite 100 Tallahassee, FL 32308 850-513-1990	X		Public Relations, Web Authoring, Web Site Maint., Graphic Design		$10,000
Katherine Beck Consulting Services 2292-B Hampshire Way Tallahassee, FL 32309 850-566-0999	X		Assist with SIS Funding, Pursue additional funding opportunities		$0.00

24.56% of eligible services on this LOA will be performed by Certified MBE firms.

Approximately 0% of this LOA is funded by State or Federal Funds and that amount was not used in calculating the above percentages.

ALL MBE's MUST BE CERTIFIED BY THE CITY OR COUNTY AT THE TIME OF THIS SUBCONTRACT AWARD IN ORDER TO BE UTILIZED TO MEET THE MBE GOAL

Authorized Signature:_____ **Printed Name:** Paul Holt, PE

Title: Sr. Vice President **Contact Name and Title (if different):**_____

Company Name: THE LPA GROUP INCORPORATED **Telephone Number(s):** 850-205-0460

Address: 1320 Executive Center Drive **Fax Number:** 850-205-0461

City/State/Zip Code: Tallahassee, Florida 32301 **Date:** October 1, 2009

Attachment #9J

Letter of Authorization #9

CITY OF TALLAHASSEE - LEON COUNTY
BLUEPRINT 2000 & BEYOND
INTERGOVERNMENTAL AGENCY

1311 Executive Center Drive, Suite 109
The Koger Center, Ellis Building
Tallahassee, FL 32301
Tel: 850.701.2740
Fax: 850.701.2790

THE LPA GROUP INCORPORATED
1320 Executive Center Drive, Suite 100
Tallahassee, Florida 32309

October 1, 2009

ATTN: Paul Holt, P.E.
Sr. Vice President

Re: FY10 Amended Letter of Authorization Nine
Reference: Contract No. 597
Effective October 1, 2009

Dear Mr. Holt:

As per Paragraph 1.B. of the Agreement between the Intergovernmental Agency (Agency) and THE LPA GROUP INCORPORATED, dated December 30, 2003 and renewed on February 27, 2009, you are hereby authorized, upon your firm's written acceptance of this authorization, to perform the specific tasks as set forth in Attachment 1 (Services and Tasks), which is attached hereto and made a part hereof. Services are authorized to commence upon the date of your acceptance of this Letter of Authorization (LOA) Number Nine and continue until the end the fiscal year on September 30, 2010. All services will be performed in accordance with requirements of the Agreement and this LOA.

For required services compensation shall be a Maximum Limiting Amount of **$1,115,045.00** as detailed in Attachment 3 (Method of Compensation), which is attached hereto and made a part hereof. It is expressly understood that the Maximum Limiting Amount may be adjusted only upon written amendment to this LOA, such amendment indicating availability of funds. Attachment 3 services to be performed by THE LPA GROUP INCORPORATED or by Jacobs Civil, Incorporated, may be performed by field office personnel or by home office personnel and will be billed at the approved overhead rates. Subconsultant billing rates will be based upon a rate schedule approved in advance by the Director. Not withstanding any of the above, in no event will the Maximum Limiting Amount be exceeded without an approved amendment. **$124,182.19** of this LOA will be subject to Performance Bonus/ Liquidated Cost.

For the current term of this LOA, the following staff is approved to occupy Agency offices and utilize Agency equipment in the performance of their approved Agency duties:

Program Manager – Dave Snyder
Engineering Manager – Jim Shepherd
Public Involvement/Information Manager – Margie Quillman
Public Involvement/Information Officer – Carlana Hoffman
Project Controls Manager – Joey Gordon
Project Manager – Gary Phillips
Project Manager – Ed Ringe
Project Manager – Marek Romanowski
Project Manager – Latesa Turner
Construction Manager – Marcus Kelly

These staff shall be billed to the project at approved field office overhead rates.

In performing services described in this Authorization, Consultants may utilize the following subconsultants to perform the specified services:

1) Jacobs Engineering, Inc. (Prime Sub)
2) Moore Bass Consulting (Stormwater, Landscape) – MBE
3) Pope Environmental, Inc. (Environmental) – MBE
4) Beck Consulting Services, Inc. (Gov. Relations) - MBE
5) Quest Corporation of America (Public Involvement) – MBE
6) THC Right of Way Services, Inc. (ROW)
7) Uzzell Advertising (Public Relations, Web Services) – MBE
8) Greenman Pederson, Inc. (Survey & Mapping)
9) Allen Nobles & Associates (Survey & Mapping)

No additional subconsultants are permitted to work on this Authorization without the written consent of the Agency.

The Consultant shall utilize MBE firms to perform services under this Authorization as set forth in Attachment 4 (MBE Utilization Form), which is attached hereto and made a part hereof.

Equipment or software required for this LOA will be coordinated with and approved by the Agency Program Manager prior to any procurement by the Consultant. Invoices for services provided under this LOA will be billed in accordance with Exhibit D to the Agreement.

All services under this LOA shall be completed in accordance with the Schedule set forth in Attachment 2, unless extended pursuant to a Time Extension Letter in the form set forth in Attachment 5 (Time Extension Letter).

This LOA is not subject to retainage. The amount of such retainage is set forth in Attachment 6 (Retainage), which, if applicable, is attached hereto and made a part hereof. Total amount of retainage is $ N/A. (Attach a spreadsheet indicating retainage by task if applicable.)

If you are in agreement with the terms of this LOA, please indicate your acceptance by your signature below and return three (3) signed originals to this office, attention Mr. Phil Maher, and retain one original for your file. Do not begin Work in regard to this LOA until you have signed and returned those documents.

Maximum Limiting Amount
LOA No. Nine **$1,115,045.00**

Cumulative Expenditure (thru 9/30/09)
LOA No. Nine **$517,528.64**

Sincerely,

James H. Davis, Director
Blueprint 2000 & Beyond

Approved as to form:

By: _____

Date: 10/5/05

Accepted:
THE LPA GROUP INCORPORATED

By: _____

Title _____

Date: _____

Attachments:
1. Services and Tasks for LOA Nine
2. Schedule for LOA Nine (N/A)
3. Method of Compensation
4. MBE Participation for LOA Nine

Letter of Authorization Number Nine
Specific Scope October 1, 2009 – September 30, 2010
Capital Circle Southwest – W1 (SR 20 to Crawfordville)

Task 9.1 Project Management This task includes the management of the Capital Circle Southwest from Orange to Crawfordville (including the re-evaluation of Orange Avenue to SR 20). This project shall be a Blueprint Expanded Project Development and Environment (EPD&E) Project. Inclusive in this task are scheduling, reporting, budget management, Right-of-Way acquisition management, public information, coordination with other projects and agencies, administration, permitting, plans review, management of contractor and subconsultants and verification of billings and disbursements. All environmental, recreation, stormwater and water quality facets of the Blueprint philosophy are included in this task.

Scope of Work for Period Includes:

Subtask 9.1a – Project Management Services to include:

1) **Establish project controls and management practices**
2) **Coordinate Right-of-Way acquisition activities**
3) **Coordinate public involvement and permitting activities**
4) **Provide document reviews**

Subtask 9.1b – Coordinate with FDOT on major issues to include:

1) **Public Involvement**
2) **Maintenance of traffic issues**
3) **Utilities**
4) **Right-of-Way acquisition**
5) **Landscaping and amenities**

Task 9.2 Planning – This task includes the assumption of all remaining planning functions associated with the roadway element of this project to include coordination with the MPO, development of project estimates and budgets, preparation of scopes of services and award of contracts for planning requirements including the EPD&E, management of awarded contracts and other associated studies. Public involvement for all the above is a portion of this task.

Scope of Work for Period Includes:

Subtask 9.2a – Coordinate with MPO

Subtask 9.2b – Prepare budgets and estimates

Subtask 9.2c – Participate in public involvement activities

Task 9.2.A Greenways and Environmental Planning – This task includes all planning functions for non-roadway elements of the Blueprint Philosophy, greenways, trails, stormwater retrofit, water quality retrofit, environmental planning functions associated with the development of the Capital Circle Southwest as described in Task 9.2.

Scope of Work for Period Includes:

Subtask 9.2.Aa – Coordinate with MPO
Subtask 9.2.Ab – Incorporate non-roadway elements into project concept report
Subtask 9.2.Ac – Participate in public involvement activities

Task 9.3 Design - This task includes all design functions for Blueprint roadway elements associated with Capital Circle Southwest. Inclusive are the preparation of a design scope of services, support for a contract award, contract management design reviews, coordination for utilities relocation, coordination with outside agencies and other associated task. Inclusive in this task is public involvement with the design selection.

Scope of Work for Period Includes:

Subtask 9.3a – Provide project support to include:

1) **Contractual support**
2) **Design reviews**
3) **Coordinate with outside agencies**

Task9.3.A Greenways and Environmental Design – This task includes all design functions for non- roadway elements of the Blueprint philosophy, greenways, trails, stormwater retrofit, water quality retrofit, environmental planning functions associated with the development of the Capital Circle Southwest as described in Task 9.3. This task also includes public involvement.

Scope of Work for Period Includes:

Subtask 9.3.Aa – Provide project support to include:

1) **Contractual Support**
2) **Design reviews for non-roadway elements**
3) **Coordinate with outside agencies**

Task 9.4 Right-of-Way Acquisition – This task includes the management of subconsultants and coordination and support of City and County attorneys that are involved in the acquisition and management of Right-of-Way for both the construction of the roadways but also for the other non-roadway elements of the Blueprint program including greenways, trails, stormwater ponds and water quality ponds.

Scope of Work for Period Includes:

Subtask 9.4a – Provide engineering support to right-of-way acquisition process for both roadway and non-roadway elements
Subtask 9.4b – Coordinate with legal staff

Task 9.5 Construction - This task includes all construction functions associated with the roadway element of this project to include development of construction related scopes of services, award support and management of construction related contracts, construction oversight, quality control, maintenance of traffic (MOT), materials testing and verification, public involvement and information and other tasks associated with the construction and acceptance of the roadway.

Scope of Work for Period Includes:

NO ACTIVITY THIS PERIOD

Task 9.5.A Greenways and Environmental Construction – This task includes all construction functions for the non-roadway elements of the Blueprint program and may include greenways and trail links, stormwater retrofit, water quality retrofit, public involvement, public information and other environmental oriented construction projects.

Scope of Work for Period Includes:

NO ACTIVITY THIS PERIOD

Task 9.6 Project Closeout and Acceptance - This task includes the administrative closeout including Right-of-Way, landscaping, stormwater, maintenance agreements, permit compliance reports, contract closeouts, final audits, Right-of-Way map filing, and FEMA map posting for the Capital Circle Southwest. This task includes the transfer of property to FDOT, COT or Leon County as required.

Scope of Work for Period Includes:

NO ACTIVITY THIS PERIOD

FY10 AMENDED LOA AMOUNTS

	FY09 AMT	AMEND NO 23	AMEND NO 24	Amend No. 25	NEW FY 10 AMTS	NEW FY 10 ROW AMTS	NEW FY 10 LOA TOTALS	
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LOA7	2,416,187	2,204,778	2,204,778	2,204,778	0 **		2,204,778	LOA 7
LOA7 ROW	832,000	832,000	832,000	832,000			832,000	LOA 7 ROW
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** - LOA 7 and 9 are $0.00 for FY10
Carryover in these 2 LOA's will fund FY10 charges

Attachment 1A to Exhibit D (FY10)
THE LPA GROUP INCORPORATED

PRICE PROPOSAL FORMAT

DETAILS OF COSTS AND FEES

I. JOB CLASSIFICATIONS AND WAGE RATES

JOB CLASSIFICATION TECHNICAL/ADMINISTRATIVE	WAGE RATE
Chief Engineer	$75.77
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II. ADMINISTRATIVE OVERHEAD AND FRINGE BENEFITS RATE

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Fringe Benefits	_____%	_____%
Combined Rate	153.52 %	114.78 %

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PRICE PROPOSAL FORMAT

DETAILS OF COSTS AND FEES

III. FACILITIES CAPITAL COST OF MONEY: 0.683 %

Facilities capital cost of money represents a fixed percentage of direct salaries and wages.

IV. OPERATING MARGIN 12.5 %

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Attachment 1A to Exhibit D
Jacobs Civil Incorporated (FY10)

PRICE PROPOSAL FORMAT

DETAILS OF COSTS AND FEES

I. JOB CLASSIFICATIONS AND WAGE RATES

JOB CLASSIFICATION TECHNICAL/ADMINISTRATIVE	WAGE RATE
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CEI Inspector	$24.27
CEI Inspector's Aide	$15.14
CEI Admin/Resident Compliance Officer	$21.06
CEI Senior Inspector	$32.02
Chief Engineer	$90.06
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Engineering Technician	$23.78
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Senior Architect	$50.62
Senior Engineer	$57.25
Senior Engineer Technician	$37.29
Senior Planner	$63.88
Senior Project Engineer	$57.99

Attachment 1A to Exhibit D
Jacobs Civil Incorporated

PRICE PROPOSAL FORMAT

DETAILS OF COSTS AND FEES

CONTINUED

II. ADMINISTRATIVE OVERHEAD AND FRINGE BENEFITS RATE

	HOME/BRANCH OFFICE	FIELD OFFICE
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Fringe Benefits	_____ %	_____ %
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Direct Expense Rate (CEI staff)		19.21 %

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CITY OF TALLAHASSEE - LEON COUNTY
BLUEPRINT 2000 & BEYOND
INTERGOVERNMENTAL AGENCY

Minority Business Enterprise
MBE UTILIZATION REPORTING FORM

THE LPA GROUP INCORPORATED
PRIME COMPANY NAME

October 1, 2009
DATE

NO. 597
CONTRACT #

Nine
Letter Of Authorization (LOA)#

Company Name, Contact Name, Address, and Telephone No.	Certified		Specify Scope of Work to be performed	Specify All Items to be Supplied	Dollar Amount
	YES	NO			
Moore Bass Consulting 805 North Gadsden Street Tallahassee, FL 32303 850-222-5678	X		Aesthetic Guidelines, Asst. With Master Plan, Landscape Architecture overview		$0.00
Pope Environmental 2680 Baum Road Tallahassee, FL 32312 850-509-9998	X		Environmental Review, Sensitive Lands Working Group, Master Plan Asst., Permit Reviews		$0.00
Quest Corporation of America 1400 Village Square Blvd, #3-122 Tallahassee, FL 32312 850-508-4445	X		Public Involvement, Asst. With Master Plan, Review of Public Involvement Plans, Asst. w/ Public Meetings		$0.00
Uzzel Advertising 2260 Wednesday Street, Suite 100 Tallahassee, FL 32308 850-513-1990	X		Public Relations, Web Authoring, Web Site Maint., Graphic Design		$0.00
Katherine Beck Consulting Services 2292-B Hampshire Way Tallahassee, FL 32309 850-566-0999	X		Assist with SIS Funding, Pursue additional funding opportunities		$0.00

21.52% of eligible services on this LOA will be performed by Certified MBE firms.

Approximately 0% of this LOA is funded by State or Federal Funds and that amount was not used in calculating the above percentages.

ALL MBE's MUST BE CERTIFIED BY THE CITY OR COUNTY AT THE TIME OF THIS SUBCONTRACT AWARD IN ORDER TO BE UTILIZED TO MEET THE MBE GOAL

Authorized Signature:_____ **Printed Name:** Paul Holt, PE

Title: Sr. Vice President **Contact Name and Title (if different):**_____

Company Name: THE LPA GROUP INCORPORATED **Telephone Number(s):** 850-205-0460

Address: 1320 Executive Center Drive **Fax Number:** 850-205-0461

City/State/Zip Code: Tallahassee, Florida 32301 **Date:** October 1, 2009

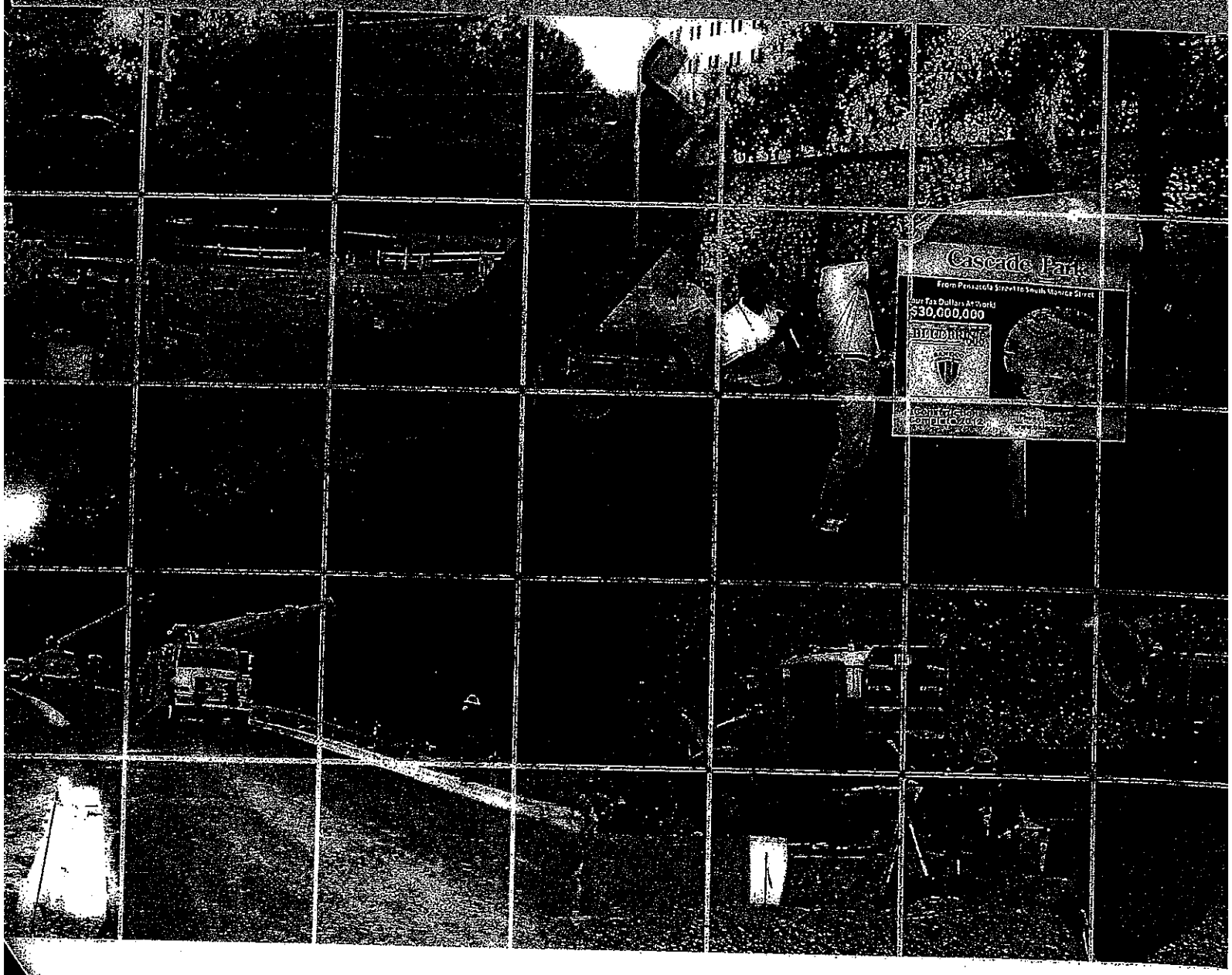
Attachment #10

August 2010
Biannual Report

"Creating Jobs"
March 2010 - August 2010

Performance Report

General Engineering Consultant



THE BLUEPRINT 2000 TEAM
JACOBS

CITY OF TALLAHASSEE - LEON COUNTY
BLUEPRINT 2000
INTERGOVERNMENTAL AGENCY

THE LPA GROUP
TRANSPORTATION CONSULTANTS

1320 EXECUTIVE CENTER DRIVE, SUITE 100 ■ TALLAHASSEE, FLORIDA 32301 ■ 850-205-0460 ■ FAX 850-205-0461

December 8, 2010, 2010

Mr. James Davis, Executive Director
Blueprint 2000 & Beyond
1311 Executive Center Drive, Suite 109
Tallahassee, Florida 32301

RE: General Engineering Consultant, Bi-Annual Report of Progress March 2010 to August 2010 "Creating Jobs Locally"

Dear Mr. Davis,

THE LPA GROUP in conjunction with its partner, Jacobs Engineering, is pleased to submit the 12th Bi-Annual General Engineering Consultant Performance Report for the reporting period of March 2010 to August 2010.

This 12th report summarizes the activities of the GEC and Blueprint Team as we begin our seventh year of service to Blueprint 2000. Most significant in this reporting period is the progress of Blueprint's signature project, Cascade Park. Construction commenced on July 6th, and we are all excited to see the vision of the park becoming a reality. Blueprint was successful in securing $10.5 million for the CCSE-E3 project from the American Recovery and Reinvestment Act of 2009. Local contractor C.W. Roberts was the successful low bidder for the 1.5 mile reconstruction project with a notice to proceed scheduled for October, 2010.

There has also been significant progress made on our current construction and design projects. Construction of the CCSE-E2 project, Tram Road to Woodville Highway, is scheduled to be complete in late October, 2010. The CCNW/SW-N2 project is nearing completion of the design phase with plans depicting construction to terminate at SR20 due to current construction dollar constraints. We will advertise the N2 project for construction in late 2010. A final Public Meeting for the CCSW-W1 PD&E project is scheduled for early 2011. Our design work on Capital Cascades Trail Segments 3 and 4 continues with ditch improvements between South Monroe and South Adams Streets, Coal Chute Pond design and plans, and 60% plans for Black Swamp Nature Park. Additionally, we have selected Figg Engineering for the design of the Capital Cascade Connector Bridge and have secured $4.2 million in Disaster Relief Funds for stormwater improvements along Franklin Boulevard.

The construction of Cascade Park is a benchmark in the history of Blueprint 2000. The park will be a gathering place and a source of community pride for the City of Tallahassee. Cascade Park is a great example of the theme we have picked for this evaluation period: "Creating Jobs Locally". Blueprint 2000 is doing our share to keep the local work force in business through the rough economic times that we are facing in Florida.

Sincerely,
THE LPA GROUP INCORPORATED

David F. Snyder, P.E.
Program Manager

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THE BLUEPRINT 2000 TEAM
LPA
JACOBS
CITY OF TALLAHASSEE - LEON COUNTY
BLUEPRINT 2000
INTERGOVERNMENTAL AGENCY

I. Executive Summary

A. Overview

After four decades of inactivity in downtown Tallahassee's Cascade Park, ground was finally broken in July 2010 for construction of Blueprint 2000's signature project. Cascade Park will be a meeting place for the citizens of Tallahassee, a downtown urban park commanding a sense of pride and accomplishment for all who enjoy the park and its numerous amenities.

Blueprint Staff and the General Engineering Consultant (GEC) were successful in securing federal funds from the American Recovery and Reinvestment Act (ARRA) of 2009 in the amount of $10.5 million for the Capital Circle Southeast project from Woodville Highway to Crawfordville Road (CCSE-E3). This Design-Build roadway reconstruction project will begin in October 2010.

Schedules for many of our projects have been revised to account for shortages in our funding sources due to the continued decline of state tax revenue collections over the past year. However, there have been many highlights at Blueprint 2000 over the past six months. Significant activities for this period include:

- Construction of the CCSE-E2 project, Tram Road to Woodville Highway will be finished in October 2010. The Ribbon Cutting Ceremony is set for November.
- CCNW/SW plans are complete with final review by the GEC Team and advertisement to contractors set for later this year.
- The PD&E Study on the CCSW-W1 project is nearly complete with some last revisions being made and a final Public Meeting to be scheduled.
- Work continued on Segments 3 and 4 of the Capital Cascade Trail project with the design of ditch improvements between South Adams and South Monroe Streets and final design of Coal Chute Pond.
- Selected the bridge design firm (Figg Engineering Group of Tallahassee) for the Cascade Connector Bridge project.
- Secured $4.2 million in Disaster Relief Funds for stormwater improvements along Franklin Boulevard which is part of our Capital Cascade Trail, Segment 1 corridor.

The construction of Cascade Park commenced in July 2010 and will continue to be a focal point of Blueprint 2000 and the GEC Team's effort for the next two years. We developed an in-house CE&I Team and are providing the inspection and close monitoring needed for the successful construction of this unique project. To date the CE&I Team is working well and the expected daily construction issues at Cascade Park are being handled professionally and in an efficient manner. Cascade Park will provide jobs over the next two years for hundreds of local construction workers and suppliers which leads to our theme for this evaluation period of "Creating Jobs Locally".

The entire Blueprint Team is excited about the construction of Cascade Park. It will truly be a place of community pride for the City of Tallahassee (COT).

The GEC is proud to report its accomplishments for this 12th reporting period. This report summarizes our accomplishments and is intended to assist the Director and the Evaluation Committee in their analysis of the GEC Performance and with the Bonus/Liquidated Costs grading.

B. Contracts In Force

Representative of the Blueprint workload is our, 'Contracts in force' (CIF), which is the total value of the GEC professional services, and construction contracts currently underway. The value of CIF for this reporting period increased to $85 million due to increases in the GEC budget, Construction and CEI support for Cascade Park (CCT-2), supplementals and work orders for CCSE-E2, CCNW/SW-N2, CCSW-W1 and CCT-2 Post Design. Of that amount, $25 million has been executed during this reporting period. CIF is a measure of staff activity and can be used as a tool to compare the success of our program against work programs of similar size.

The following four items, although not reflected in the CIF, have been worked on by the GEC staff during the past period:

- Preparation of the Request for Qualifications/Invitation for Bid for Capital Cascade Trail – Segment 2 "Cascade Park"
- Preparation of Request for Qualifications/Request for Proposals for Capital Cascade Connector Bridge
- Preparation of the Scope and Fee for Capital Cascade Trail - Segment 3 Design Services
- Preparation of the Request for Qualifications/Invitation for Bid for CCSE-E3

Contracts in Force March 2010 - August 2010

GEC	$25,401,568
N2-CCNW/SW	$5,855,061
E2-CCSE (Design-Build)	$18,923,026
E2-CCSE CEI	$2,192,236
W1-CCSW	$2,712,644
C2-Construction	$22,977,007
C2-Post Design	$399,976
C2-Design	$3,949,345
C2-Remediation	$605,500
C3 & 4-CCT	$1,938,454
Total CIF	$84,954,817

II. Cost Control

The national and, more importantly, the State of Florida's economy has continued to sputter over the past year with some signs of growth on a sporadic basis. This continued lull in the economy throughout Florida dictates that project cost control remains an important issue in order to meet the financial and scheduling goals established for each individual project. When the Economic and Environmental Consensus Committee (EECC) developed Blueprint 2000, it was noted that additional funding, beyond what would be generated by the program tax revenues, would be required to complete all targeted projects. The EECC believed that the funding shortfall could be managed by fund leveraging and by effective cost control of existing funding sources. With the continued downward trend in sales tax revenue, effective cost control has become even more critical.

One of the ways to implement effective cost control is to reduce the total overall program costs. This has been achieved through implementing internal program savings, reductions in the GEC's project management costs and by successfully pursuing external funding sources. The GEC Team has reduced its program costs to Blueprint 2000 for the fiscal year FY11 (beginning in October 2010) by approximately 18% over FY10 costs. We were successful in securing federal stimulus package dollars in the amount of $10.5 million from the American Recovery and Reinvestment Act (ARRA) of 2009. We will use these ARRA funds to construct Capital Circle Southeast from Woodville Highway to Crawfordville Road. Blueprint was also successful in securing $4.2 million in federal Disaster Recovery Funds from the Department of Community Affairs for the Franklin Boulevard Stormwater Improvements project. The construction of these projects was previously unfunded in our Master Plan. Blueprint and GEC Staff have worked effectively together to successfully leverage funds as we proceed into our seventh year of GEC Program operations.

Accomplishments during the reporting period which can be directly attributed to cost savings are listed below. Accomplishments highlighted in red are believed to have measurable savings and are included in the Table of Estimated Cost Savings at the end of this section.

A. Accomplishments

General Engineering Consultant

1. Finalized and signed the construction contract for the Cascade Park project with construction commencing on July 6th
2. Selected and negotiated contract with a consultant for CEI Services on the CCSE-E3 project

3. Working with COT Public Works Department on the FAMU Way Extension project
4. Turned procurement services for the CCSE-E3 Design-Build project over to FDOT Chipley to secure ARRA funds for the project
5. Selected a local bridge design firm for the Capital Cascade Connector Bridge project
6. Monitoring on-going contamination clean up efforts and working to resolve EPA issues at Cascade Park
7. Negotiate a supplemental agreement for plans revisions to phase construction on the CCNW/SW N2 project
8. Secured $4.2 million in HUD Grant funding for the design and construction of Franklin Boulevard Stormwater Improvements project
9. Established inspection and documenting procedures for Cascade Park
10. Worked with the Leon County School Board regarding Moore Circle intersection and Broadmoor Pond issues on the CCNW/SW project
11. In-house website maintenance began

Capital Cascade Trail, Segment 2 - Cascade Park

12. Launched Donor Recognition Website for Cascade Park
13. Launched Brick Fundraising Campaign for Cascade Park
14. Executed Construction Contract for Cascade Park with Sandco on 5/5/10
15. Established an in-house CEI Team to provide construction inspection services for Cascade Park
16. Signed Supplemental Agreement with Genesis for Post Design Services
17. Letter of Agreement with City Utilities secured for Cascade Park
18. Obtained all project permits (45+/-) for Cascade Park
19. Conducted Meeting with Assistant City Manager on Future Park Maintenance and Anticipated Costs
20. Held utility and permit conferences
21. Conducted Pre-Construction Meeting on June 16
22. Issue Notice to Proceed on June 25, began work in Cascade Park on July 6

Capital Cascade Trail, Segments 3 and 4

23. Conducted on-site visit with ACOE, FDEP and City to discuss proposed ditch lining culvert design
24. Prepared 30% design of Coal Chute Park after achieving design consensus with Blueprint, City CRA, and Railroad Square
25. Presented Black Swamp Nature Park concept to Blueprint for review and comment
26. Executed scope and fee for elements of the CCT Segments 3 and 4 design

27. Proceeded with design and permitting of single 21' wide by 8' tall box culvert
28. Commenced with Pond 5 design
29. Provided 3D conceptual designs of three conceptual alternatives – trail only, brook and trail, and deep ditch along FAMU Way
30. Prepared for and attended FAMU Way general public meetings and internal coordination meetings with COT Public Works Department

CCSE-E2

31. Completed installation of traffic signs and illuminated street name signs throughout the project
32. Placement of structural asphalt and temporary pavement markings on the project including transitions at the east and west ends of CCSE and on Woodville Highway
33. Completed construction of Merchants Row Boulevard, Southchase Boulevard and Marketplace Drive intersections
34. Began placement of friction course and temporary pavement markings on the project

CCSW-W1

35. Developed and submitted Draft Concept Plans for the Preferred Alternative
36. Developed and submitted Springhill Road Mini-Concept Report
37. Submitted Section 4(f) Determination of Applicability for FDOT and FHWA review
38. Developed and submitted Draft Natural Features Inventory

CCNW/SW-N2

39. Completed review of the Pre-Final Design Plans and Documentation (US 90 to Orange Avenue)
40. Received FDEP Wetland Resource Permit Notice of Intent
41. Received ACOE Dredge and Fill Permit Notice of Intent
42. Completed scope and fee negotiations and executed Supplemental Agreement to revise construction plans for the shortened project (US 90 to north of SR 20)
43. Submitted and received FDOT approval of the Design Variance request for a full median opening at the Moore Circle/Capital Circle intersection
44. Issued work order for asbestos and lead based paint testing at the existing CSX Railroad Bridge
45. Held Utility Coordination Meeting for shortened project
46. Completed scope and fee negotiations and executed Supplemental Agreement for the design of the wetland creation mitigation area at the Broadmoor site

Table of Estimated Cost Savings

Accomplishment	Program Savings
8. Secured $4.2 million in HUD Grant funding for the design and construction of Franklin Boulevard stormwater improvements project	$4,200,000
11. In-house website maintenance began	50,000
15. Established an in-house CEI Team to provide construction inspection services for Cascade Park	480,000
TOTAL COST SAVINGS	**$4,730,000**

B. Project Implementation

Blueprint 2000's signature project went from the drawing board to reality during this evaluation period with construction commencing in Cascade Park on July 6, 2010. Low bid contractor Sandco, Inc. has developed a two year schedule which indicates that the park will be opened in the summer of 2012.

Construction should begin on one of Blueprint's other projects during the next six month evaluation period. The project is as follows:

Capital Circle Southeast – Woodville Highway to Crawfordville Road (E3)

Blueprint 2000 secured $10.5 million in federal stimulus funding through the American Recovery and Reinvestment Act (ARRA) of 2009 for construction of the seven-lane section of Capital Circle Southeast from west of Woodville Highway to east of Crawfordville Road. Bid proposals from short listed teams are due to FDOT District Three on September 8, 2010 with a selection in mid-September. Final design and construction on CCSE-E3 should begin this fall.

Technical Reviews

The table on the following page depicts the number and types of Document Reviews that have been conducted by the GEC during this period.

The variety of technical disciplines needed for such a diverse group of project documents is impressive. The projects shown in the table are in varying degrees of completion, ranging from the conceptual planning phase to construction.

Utilizing a General Engineering Consultant to provide this depth of resources is a cost-effective way to increase the technical capabilities of a lean organization and to assure a cost-effective final product for construction.

Technical Review Table

Type of Technical Review Performed by GEC	# Reviews
CCSE-E1 Tram Road to Connie Drive	
As-Built Plans and Right-of-Way Maps Documentation	2
CCSE-E2 Woodville Highway to Tram Road	
Roadway Plans	5
Lighting Plans and Documentation	5
Signing and Pavement Marking Plans and Documentation	3
Constructability MOT	12
Landscape Plans and Documentation	6
CCSE-E3 Woodville Highway to Crawfordville Road	
Request for Proposal for Design-Build Contract	3
CCT-2 Capital Cascade Trail - Segment 2	
100% Construction Plans and Specifications	14
100% Resubmittal	8
100% Supplemental Specifications	16
100% Signature Bridges	4
RFQ/SOQ for Park Construction	6
Final Construction Plans	8
Schedule Bid Items	9
Invitation for Bids	11
Environmental Services	4
Permit Packages (FDOT, FDEP, NWFWMD, COT, ACOE, USEPA, CSX, Leon County)	15
CCT-3 & 4 Capital Cascade Trail-Segments 3 & 4	
Ditch Lining 30% Submittal	4
Ditch Lining Geotechnical Report	4
Coal Chute Pond Concepts and Stormwater Calculations	2
Coal Chute Pond Parcels - Legals and Sketches	4
CCSW-W1 Crawfordville Road to SR 20	
Final Draft Design Traffic Technical Memo and Capacity Analysis Report	2
Final Draft Cultural Resource Assessment Survey	1
Final Draft Section 4(f) Determination of Applicability	2
Second Draft Environmental Assessment	2
Final Draft Endangered Species Biological Assessment Report	2
Final Draft Wetland Evaluation Report	2
Draft Concept Plans	2
Springhill Road Concept Report	2
Draft Natural Features Inventory	1
Total Technical Reviews	**161**

C. Agency Coordination

For this reporting period, a significant amount of time and effort has gone into coordination with other agencies. Agency coordination and meetings are important for establishing relationships, resolving issues and maintaining project schedules during the PD&E, design and construction phases of the project. Given that Blueprint 2000 is a multi-agency program, the level of coordination must remain high to assure successful project completion. The table below, which continues on the following page, indicates the number of coordination meetings performed by the GEC during this period.

Agency	Dave Snyder	Jim Shepherd	Margie Quillman	Marek Romanowski	Lateasa Turner	Gan Phillips	Ray Youmans	Joe Gordon	Mac Kelly	Total
United States Forest Service	2	1		8			2			13
Florida Department of Transportation	5	3	6	6		6	15	2	35	78
Florida Department of Environmental Protection		1	1		5	2			6	15
Florida Department of Management Services						2			2	4
Northwest Florida Water Management District						1			2	3
Leon County Public Works	3	1		4	6	1	8		6	29
Leon County Stormwater	2			2			1		6	10
Leon County Growth Management	1				2					3
Intergovernmental Agency (IA)	2	1	2		2	2	2			11
Citizen Advisory Committee (CAC)	2	1	2	3	3	3	3			17
Technical Coordinating Committee (TCC)	1	1	1		2	2				7
City Attorney/Blueprint Attorney	8	6			10	5	50		8	87
City Public Works	5			5	1		10	4	12	37
City Growth Management	1			4		2		4	12	23
City Procurement	4			5		2	8		2	21
City Electric	2	1		4	2	5		5	24	43
City Utilities (W&S)	3	2		3	4	2		3	24	41
City Parks and Recreation	1		1	3		5			6	16
City Real Estate	1			1	2	2	15			21
City Stormwater	3					2			6	11
City Traffic				10		1			4	15
City Gas	2			4	1	2		3	24	36
CSX Railroad	2					3			6	11
St. Joe Company				4					2	6

Agency	Day Sydney	Finn Stepped	Magee Quillian	Marck Romanowsk	Talesa Turner	Guy Phillips	Ray Young	Lee Cochran	Marks Kal	Total
COT/Leon County Planning							4			4
Tallahassee Airport					1					1
CRTPA	2			1						3
Leon County School Board	2	4			5		4			15
City Contamination						6				6
City MBE	1					1				2
Army Corp of Engineers					1					1
Department of Community Affairs		1								1
Total	55	23	13	67	47	57	121	21	187	591

D. Innovative Contracting Methods

Blueprint 2000 has successfully employed the Design-Build contracting method on two of the large roadway reconstruction projects along the Capital Circle corridor. An advantage to utilizing the Design-Build contracting method for Capital Circle Southeast-E1 (Tram Road to Connie Drive) was that timely contract execution locked in the construction cost prior to a rapid construction cost escalation. We believe that we have achieved a similar cost savings for the Capital Circle Southeast-E2 (Woodville Highway to Tram Road) project. The winning team's price of $17.7 million for the CCSE-E2 project was below our project cost estimate.

We believe that by teaming up with the COT Water Utility and including water and sewer utility relocation/expansion work in the CCSE-E2 contract, as opposed to bidding out separately, utility work cost is significantly lower. In this reporting period, one significant work order requested by the COT Water Utility has been finalized at a time suitable to the City, by the contractor that was already on site. Additional savings for the City came from not having to cover the cost of separate mobilization and maintenance of traffic. In addition, an extra benefit to the City occurred when the City carried out used-water line extension to the west of Woodville Highway with their own forces but received existing utilities locates, landscaping repairs and MOT assistance from the Design-Build Team. COT Gas Utility derived similar cost benefits from the Design-Build Team during extension of their gas main from the E1 project to Sembler property. All these additional efforts by the Design-Build Team provide direct benefit to the taxpayer.

The Design-Build method of project delivery selected for the CCSE-E2 project has also allowed flexibility in design/construction sequencing and scheduling. This significantly lessened the impacts of karst features investigations and mitigation on the project schedule. The Design-Build method also proved practical in handling the scheduling of additional work and changes in the COT's Water Utility scope of utility work.

The next Capital Circle Southeast project (CCSE-E3), which runs from Crawfordville Road to Woodville Highway, will also utilize the Design-Build contracting method and include COT Water and Sewer Utility tasks. The federal government economic stimulus package will fund the 1.15 mile of road reconstruction within the original 1.53 mile long project. This funding source will create jobs and again will be a direct benefit to the taxpayers.

Blueprint 2000 has implemented innovative project agreements with the City to design, and ultimately construct (by the highway contractor), the water and sewer improvements for the CCSE-E1, CCSE-E2 and CCSE-E3 corridors. The magnitude of work on the existing sanitary sewer force mains is a significant accomplishment. This level of agency coordination employs innovation and a holistic approach throughout the corridor.

In order to move the CCNW/SW-N2 project forward with better efficiency, the GEC/Blueprint Team is utilizing our Incentive Offer Program in the Right-of-Way acquisition. The project will have a Design-Bid-Build project delivery method, and the length of the project will have to be adjusted to suit the available construction funding.

E. Right-of-Way and Land Acquisition

With the exception of one parcel set for Order of Taking in October, the GEC Team has completed all acquisition, relocation and demolition on CCNW/SW-N2. In addition, the GEC Team is currently involved in the acquisition of 10 additional parcels at Coal Chute Pond.

Significant progress has been made for Right-of-Way and land acquisition processes:

1. Continued with the development and utilization of our Incentive Plan for securing Right-of-Way on our acquisition programs. This plan is being implemented to reduce litigation thus reducing time and costs associated with Right-of-Way acquisitions. This program was successfully utilized on CCSE-E1 and CCSE-E2 and is currently being utilized on CCNW/SW-N2 and Coal Chute Pond
2. Continued to bill FDOT for refund of funding on CCSE-E2 and SIS Funding on CCNW/SW-N2
3. Worked on updating and revising Right-of-Way Forms
4. Began Appraisal and Acquisition process on Coal Chute Pond project utilizing the Blueprint Incentive Policy
5. Continued to assist the City of Tallahassee with preparations for Right-of-Way acquisition and relocation on FAMU Way Extension
6. Continued with the demolition of properties on CCNW/SW-N2 as well as CCT-3 and CCT-4
7. Assisted the City of Tallahassee with setting up their incentive program for the FAMU Way Extension project
8. Began preparations for FDOT audits on acquisition, relocation and property management on N2

F. Staff Flexibility

One of the fundamental concepts of project cost control is staff flexibility. The ability to increase or decrease staffing levels on a temporary or permanent basis provides program savings over traditional career service or permanent staffing formats. One of the advantages of utilizing a General Engineering Consultant (GEC) is staffing flexibility. In addition, the GEC and our subconsultant team can draw upon its entire employee pool to fill vacancies when they occur, eliminating costly down time.

The GEC Team also has a large group of experienced design and construction Engineers within our respective companies to draw from on a short-term, task specific basis. A second set of eyes can efficiently review design drawings or an experienced construction Engineer can be called on to assess a difficult field problem. Staff can be quickly assembled from the GEC Team's experienced personnel to handle project specific design and/or construction issues.

Over the past six months, we have called on the Team's experience from time to time to assist us with construction claim issues on the CCSE-E2 Project and numerous drainage problems on the Capital Circle roadway and Cascade Trail projects.

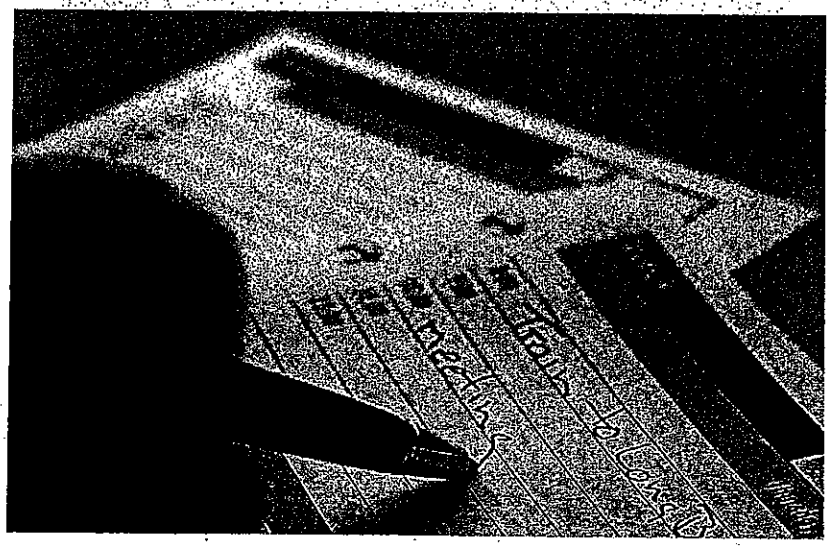
No other changes occurred in the GEC staff during this evaluation period.

III. Schedules

Project schedules were developed by the GEC during the first year of the program as part of the Project Concept Reports. These schedules supported the development of the Blueprint Master Plan. During this reporting period the GEC is pleased to report that All Tier One projects are underway.

A summary of the active project schedules follows.

E1-GCSE - The Right-of-Way acquisition for Phase I was completed ahead of schedule, and construction for this project began in May 2005. The Ribbon Cutting Ceremony was conducted on May 21, 2008. The total contract duration was 1233 calendar days. The GEC is very pleased to report that Blueprint 2000 issued the Final Acceptance Letter for this project on June 16, 2008. Blueprint 2000 is in possession of all Right-of-Way parcels. Two parcels are in litigation. The final offer letter was received from the prime contractor, M Inc., on February 28, 2009 with no claims filed.

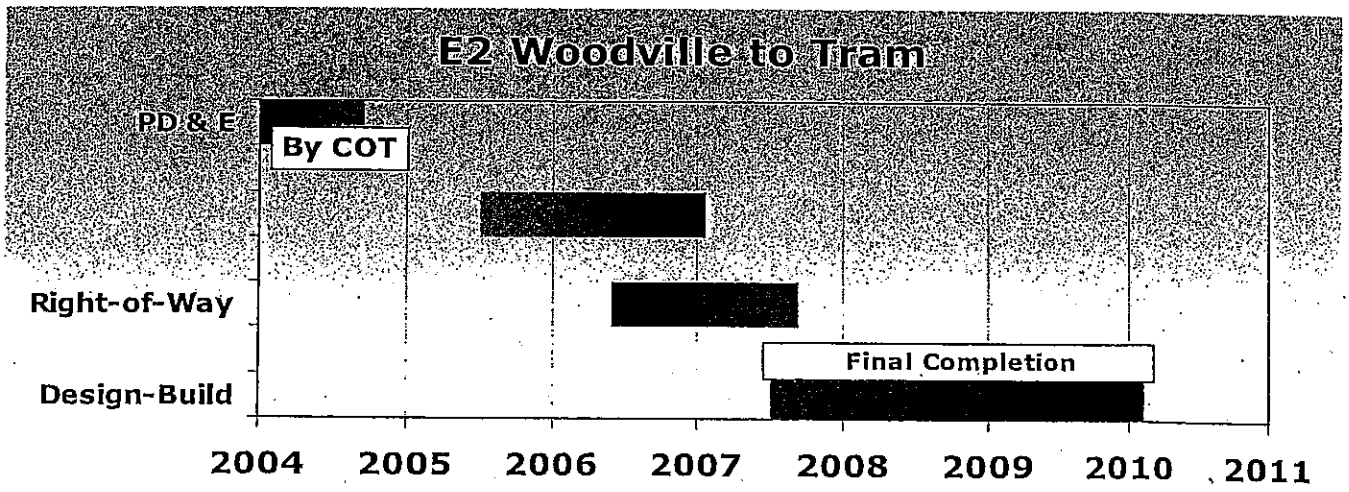


E2-CCSE - The preliminary design of the project was completed up to 60% construction plans in order to go to a Design-Build project delivery method. The Design-Build Request for Qualifications was advertised in September 2006, and the Request for Proposal was released in November 2006. Final selection of the Design-Build team was made on January 25, 2007. The CEI Consultant Contract was executed in January 2007 and the Design-Build contract was executed on June 5, 2007. Blueprint issued Notice to Proceed on August 28, 2007 and the Groundbreaking Ceremony was conducted on August 29, 2007.

The project has been affected during the design and permitting process by subsoil investigations required by the City (to reduce the probability of sinkhole formations on the project, especially in drainage ponds). As a result, the project was sub-divided into segments and the original sequence of construction was revised to accommodate the new permitting process.

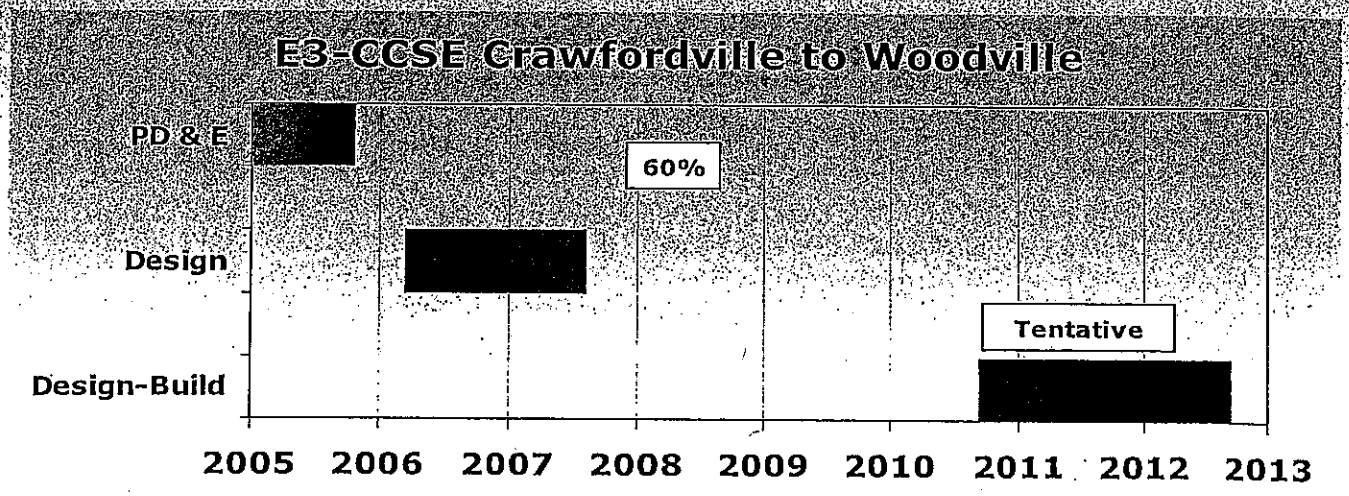
The last Environmental Management Permit for the western-most segment (Woodville Highway to the western limit of the project) was obtained on July 10, 2009. The construction of the CCSE eastbound lanes and part of Woodville Highway were substantially complete in December 2009. The traffic was switched from the existing CCSE to the new eastbound lanes on December 19, 2009 and Blueprint released final Signing and Pavement Marking plans for construction on 4/13/10.

By July 2010, the Design-Build team completed earthworks, concrete curbs, base course and structural asphalt on the future CCSE westbound lanes, and the traffic was shifted to one lane in each direction on westbound and eastbound lanes. Street lighting and landscaping were substantially complete in this reporting period. The Design-Build Team has provided the recovery schedule, proceeded to place the friction course and temporary pavement markings on the project, and has set the goal to complete the project in October 2010.



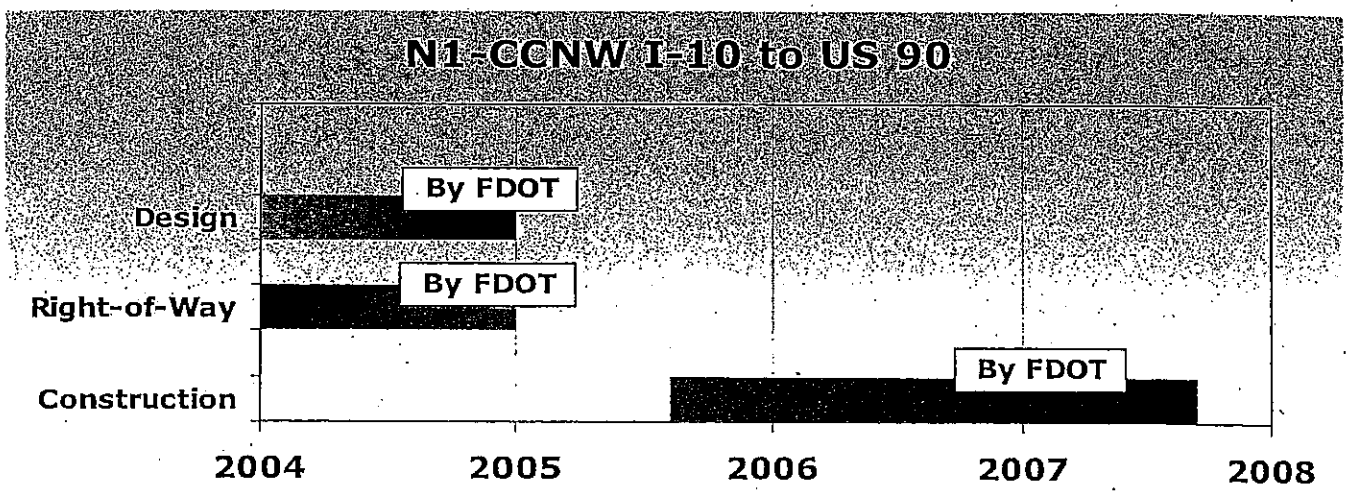
E3-CCSE - The contract for 60% complete design of this project was executed on February 2, 2006. The Design Consultant has completed 60% design at this time. A Request for Qualifications was issued for the Design-Build Project and five teams submitted the required information. The Request for Proposal was released to three short listed teams on February 24, 2010. The Pre-proposal meeting was held March 9, 2009, and technical proposals were due April 22, 2010. Blueprint began but had to cancel the procurement process. FDOT has assumed the procurement duties for this project. FDOT has reduced the available stimulus funding for the project from $13.7 million to $10.5 million. FDOT will open bids and announce technical scores September 8, 2010. Blueprint will manage the project once the contract is awarded. PBS&J was ranked #1 to provide the CEI for the project. Blueprint is in the process of negotiating the scope and fee with PBS&J.

Construction will begin in the late fall of 2010.

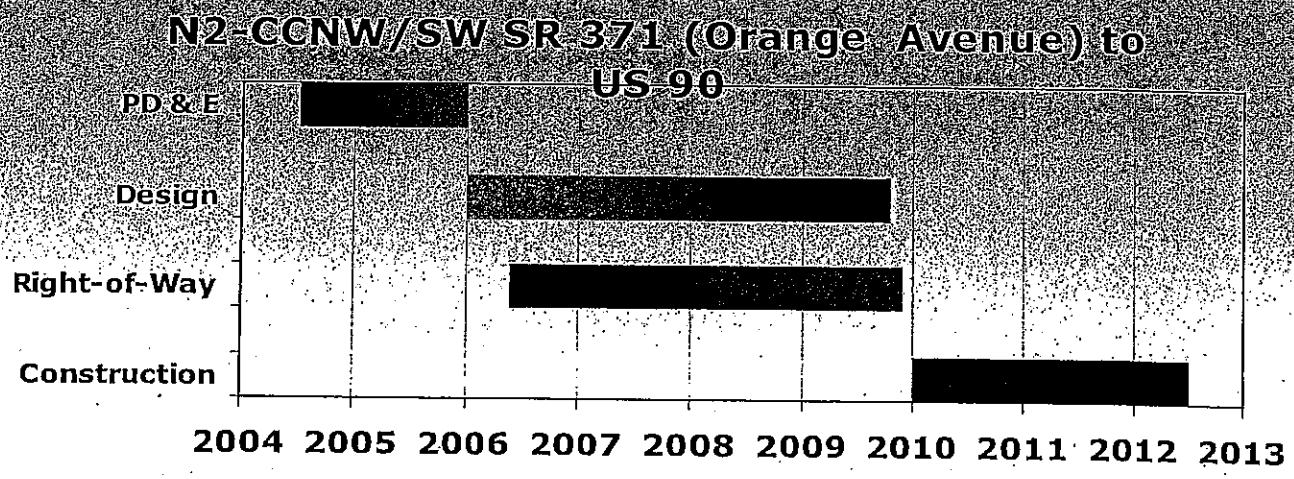


N1-CCNW - Construction on this project began September 26, 2005. The Groundbreaking Ceremony was held in November 2005. This project was constructed and managed by FDOT. The project is complete and a Ribbon Cutting Ceremony was held in September 2007. The Project was Final Accepted by FDOT on September 4, 2007. The project was completed approximately four months ahead of schedule (709 of 857 Allowable Days) and within the contract budget. Blueprint 2000 completed the transfer process with FDOT and Leon County to obtain the required documents to convey the ownership and maintenance of Regional Stormwater Pond #1 to Leon County at the October 14, 2008 Board Meeting. Blueprint also coordinated the development of landscape plans along Capital Circle Northwest and snail removal from Regional Pond #1. Blueprint 2000 awarded a 180-day Park Amenities and Landscaping contract to M Inc. on January 12, 2009 and held a Pre-Construction Conference on December 15, 2008. The Notice to Proceed was issued on January 30, 2009 and was made effective February 2, 2009. Work began on February 2, 2009. The project was Final Accepted on June 26, 2009, or 40 days early, and under the Contract Budget. The Park Amenity and Landscaping Project was Final Accepted on June 27, 2009. Stormwater Pond #1 was officially named "Martha Wellman Park" in an on-site dedication ceremony on June 1, 2009. The experimental program to remove exotic apple snails from the Martha Wellman Park Pond was originally managed by Blueprint 2000 and currently continues under Leon County oversight.

During the week of November 2, 2009, Blueprint 2000 agreed to fund, on behalf of the COT, additional applications of a preemergent herbicide on the recently installed landscaping as a proactive effort to control weeds prior to the COT taking over the maintenance in June 2010. The Blueprint 2000 Construction Project Manager has contacted the landscaping contractor to obtain the necessary information to implement this, and the Blueprint 2000 Office Manager has paid invoices directly.

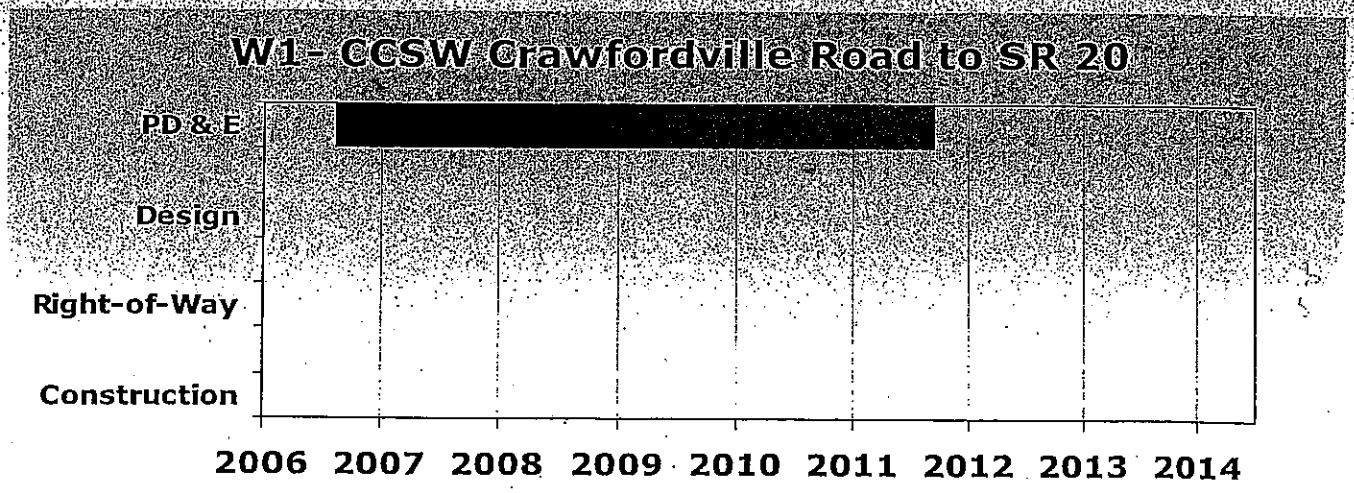


N2-CCNW/SW – The Expanded PD&E Study concluded on schedule with a Public Hearing held in April 2006 and the issuance of the LDCA by FHWA in August 2006. The Right-of-Way acquisition process began in June 2006 and completed in approximately three years. This is an innovative approach in that a typical highway project would not begin the Right-of-Way acquisition process until the 100% design plans are complete. This advancement of the necessary Right-of-Way documents will ultimately shorten the overall project life to "open to traffic" in approximately two years. This project is funded for design, Right-of-Way and partial construction. Final Design for the segment of the project from north of SR 20 (Blountstown Highway to US 90 Tennessee Street) will be completed in October 2010.

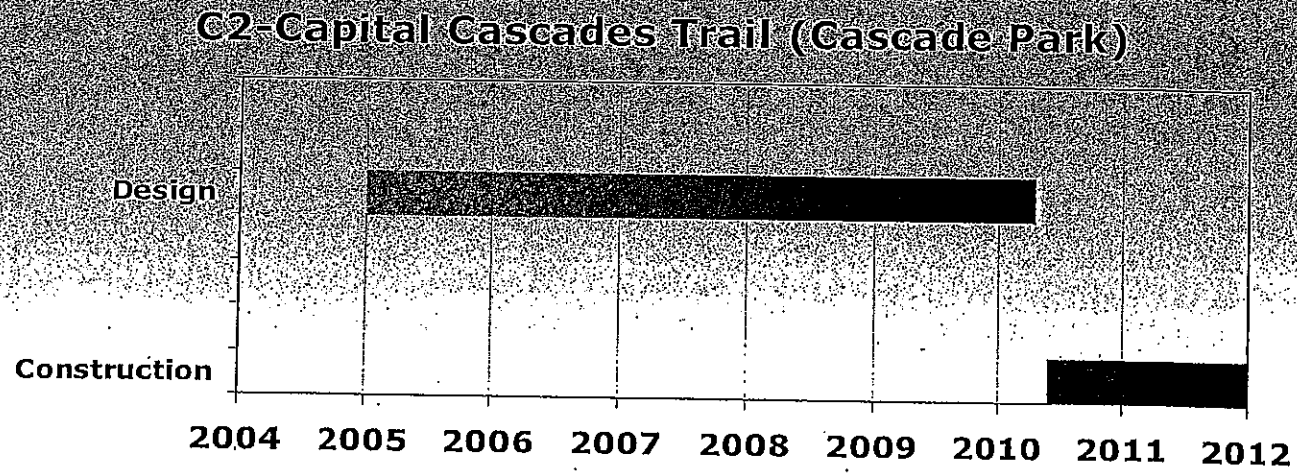


W1-CCSW - The project is currently not funded for Right of Way, Design or Construction.

Kimley-Horn and Associates began the Capital Circle Southwest PD&E study in late August 2006. Over the past several years an intensive Public Involvement process has been undertaken to receive input from the public on the various alternatives evaluated for this project. The Public and Agency Kickoff Meetings were conducted in October 2006. Six Community Forum Meetings were conducted concluding with a Town Hall Meeting held in April 2007. The Concept Charrettes were held on May 10th and 12th 2007. An Interim Public Meeting was held on November 6, 2007 to present the status of the project since the Concepts Charette. An Alternatives Public Meeting was held on November 13, 2008 to present the results of the evaluations conducted for the alternative alignments within the four corridor segments. The Preferred Alternatives Meeting was held on August 13, 2009. The IA approved staff's recommendation to widen the existing alignment with commitments to protect the environment and to investigate improvements to the West Ditch, Grassy Lake and Black Swamp area at the September 21, 2009 IA meeting. It is anticipated that the PD&E Study will be completed by Summer 2011.



CCT-2 – The 90% construction plans for Segment 2 were submitted in May 2009. Final construction plans and specifications were submitted on October 6, 2009. The construction contract was let in Spring of 2010 with a 24 month duration. Right-of-Way acquisition is not required for this project. Final construction plans were released on November 12, 2009. The bid opening was on February 4, 2010. The low bidder was Sandco, Inc. Contract preparation commenced in April 2010 and park construction began in July 6, 2010. Anticipated completion date is July 5, 2012.



CCT-3&4 – Segments 3 and 4 of CCT were combined and advertised as one design project. Phase 1A was completed in June 2010, which included surveying, environmental permitability and model development. Phase 2 was authorized in August 2009 and includes construction plans and permitting for the ditch conveyance improvements between South Monroe Street and Adams Street and Coal Chute Park Pond. In addition, 60% design plans will be prepared for Black Swamp Nature Park Pond. The current project schedule for design is as follows:

Phase 2 tasks have been authorized and include the following major elements:

Technical and Stakeholder Meetings

- Box Culvert Design and Permitting (from South Monroe Street to Adams Street) complete by May 2011
- Coal Chute Park Stormwater Management Facility Design and Permitting complete by April 1, 2011
- Pond 5 Design (permitting is not included) 60% design complete by July 2011

The GEC Team is pleased that all Tier One Blueprint projects are underway. The accomplishment is a testament to the dedication and hard work of the Blueprint Staff and the GEC.

IV. Safety

Safety of the Blueprint staff, GEC staff, construction personnel and the public is of the utmost importance. The GEC has contributed to a "culture of safety" at Blueprint. Based on support from the Director, safety is emphasized regularly and has resulted in no lost time accidents for the reporting period.

A. Staff Safety

Safety is emphasized through the following means:

1. Regular review of safety at each construction project meeting.
2. Regular "safety moments" at each weekly staff meeting.
3. Review of safe operating procedures for all Blueprint vehicle operators.
4. Regular review and implementation of "safety in the office" issues for office personnel, as established in the OHSEP (Office Health, Safety and Environmental Plan).
5. Placed safety equipment (hard hats and high-visibility vests) in Blueprint vehicles to be readily available at project sites.
6. Safety briefings prior to all field reviews including the requirement for all participants to sign a Safe Plan of Action (SPA) Form. Safety Observation Reports (SORs) are generated as well and findings relayed to appropriate parties.
7. OHSEP Review is conducted at least annually by the OHSEP Coordinator to review compliance to the OHSEP policies and procedures.
8. Prior to mobilizing into the first Blueprint 2000 CEI Field Office for the Capital Cascade Project, the entire CEI staff participated in the 10-hour OSHA Safety Course.

B. Public Safety

1. As the first Blueprint Project began construction in May 2005, the GEC conducted a "Life During Construction" briefing to all staff. The purpose was to raise the awareness of potential hazards inherent in major construction projects and to give specific instructions regarding site visits and coordination with field personnel. Also, an emergency contact list was created. This list is periodically updated and confirmed.
2. Emergency planning in advance of hurricanes has been a success. Similar planning will be provided in the upcoming Hurricane season for application to the office as well as project site and field offices. The Blueprint 2000 Construction Manager/OHSEP Coordinator has developed a Hurricane Evacuation Plan for the CEI Field Office.
3. All impacts to traffic patterns, detours and/or lane closures are reviewed and

approved prior to implementation, and adequate public notice is generated through the Blueprint 2000 Public Information Office. The Blueprint 2000 Construction Manager, who also serves as the OHSEP Coordinator, also personally performs field reviews on all active Blueprint projects each day during the work week and conveys any concerns directly to the CEI and/or Contractor as needed.

4. The Blueprint 2000 Construction Manager / HSEP Coordinator also communicates with the local the FDOT office regularly to coordinate and update area projects with associated traffic impacts.

C. Future Safety Commitments

1. Work Zone (MOT) Training - The Blueprint 2000 Construction Manager/OHSEP Coordinator will continue to maintain Certification as an Advanced Maintenance of Traffic Supervisor, which is also a requirement by the Contractor on Blueprint 2000 projects. CEI staff will also have at least one individual with same certification.
2. Environmental/Erosion Control - The Blueprint 2000 Construction Manager/OHSEP Coordinator will continue to maintain Certified Stormwater Inspector Certification thru the NPDES/FDEP Guidelines, which is also a requirement by the Contractor on Blueprint 2000 projects. CEI staff will also have at least one individual with same certification.
3. Continued Safety Briefings - Safety will continue to be a Topic of Discussion in all Blueprint 2000 Progress Meetings.
4. Specific Safety Training for Field Activities - The Blueprint 2000 Construction Manager/OHSEP Coordinator will continue to maintain current OSHA Training.
5. The Blueprint 2000 Construction Manager/OHSEP Coordinator and CEI staff will review construction projects for compliance with the MOT Plans and Erosion Control Plans. Any required corrections will be addressed thru the CEI Team for conveyance to the Contractor as needed.

V. Innovation/Value

In addition to fund leveraging and cost savings, innovation and value in the program are other ways to stretch limited funding sources. As we move into our seventh year of the Blueprint Program, the GEC Team is continuing to utilize innovative and value saving techniques, which continue to contribute to additional program savings and have potential to attract additional program funds.

A. Work Programming and Master Plan

During the initial year of GEC participation, the Blueprint 2000 Master Plan was developed. The plan allows decisions to be made regarding the timing of the various phases of project development. This plan helps identify and eliminate expenditures on projects for which Right-of-Way and construction funds are currently forecast to be unavailable. The plan also facilitates input on the priorities and timing of projects from the Intergovernmental Agency (IA).

The GEC has implemented a process to routinely evaluate and update all Tier One project costs. This process of regular review of cost estimates will help assure that projects remain accurate within the Master Plan and help prevent the need to delay or eliminate projects within the approved work plan. During this evaluation period, cost updates were analyzed for all Tier One projects. The Master Plan was updated to include the outside funding that was obtained for two projects: the Capital Cascade Connector Bridge (FDOT funding) and the Franklin Boulevard box culvert construction (HUD grant funding). The Engineer's Cost Estimate for the CCNW/SW-N2 project was revised based on the construction plans stopping just north of the Blountstown Highway intersection. The procurements for the Design-Build and CEI contracts for the CCSE-E3 project (Crawfordville Road to Woodville Highway) progressed in order to take advantage of Federal Stimulus dollars. This year an update is again due and will be completed by the time the Blueprint Capital Budget is prepared.

Due to the continuing economic downturn, sales tax revenues are predicted to remain flat before beginning to recover in FY 2011. Since the Master Plan revenues are based on these sales tax revenue projections, no major Master Plan adjustments have been proposed for FY 2011. Projects currently shown in the later years of the Program (Years 2015 – 2019) are subject to change based on actual sales tax revenue between now and

2019. The CAC will be apprised and asked for concurrence of any Plan adjustments. Future IA Board Meetings will include an agenda item to approve any of these Plan adjustments. The Master Plan will be revised accordingly after approval by the Board.

In combination with the Project Concept Reports and project schedules, the Master Plan has allowed project gaming in our Work Program and guided Blueprint 2000's direction for pursuit of additional funding. This has contributed to the success of being awarded monies from the American Recovery and Reinvestment Act of 2009 (ARRA), SAFETEA-LU funding, SIS Funding and FDOT (TRIP) funding. The tool that facilitated these successful pursuits is an updated Master Plan.

The Master Plan is a dynamic planning tool that is instrumental in Blueprint being able to recognize and develop opportunities for additional funding. The Master Plan will continue to be updated annually.

B. Fund Leveraging

The GEC team continues to provide professional knowledge of funding sources for transportation, environmental, water resources, and recreational programs. By the creation of briefing documents and contacts with key members of state and federal agencies and their committees, the GEC has assisted in seeking additional funding for the Blueprint program.

Most recent successes include $10.5 million in federal dollars from the American Recovery & Reinvestment Act (ARRA) of 2009. These dollars will be used to fund the construction and CE&I services for the Capital Circle Southeast from Woodville Highway to Crawfordville Road (CCSE-E3) project. We have also secured Disaster Relief Funds from the State of Florida's Department of Community Affairs for stormwater improvements along Franklin Boulevard. Approximately $4.2 million is available to construct stormwater facilities at Franklin Boulevard, which is part of our Capital Cascade Trail - Segment 1 project.

The GEC Team, working with the Capital Cascade Council, has successfully secured several private donations for Cascade Park amenities including:

- Mainline Systems, Inc. donation of $200,000 for the Cascade Fountain
- Capital Health Plan donation of $662,000 donation for construction of the park's 2.3-mile multi-use fitness trail
- City of Tallahassee's Community Redevelopment Agency (CRA) commitment of $1.1 million in funds for the Park
- Northwest Florida Water Management District (NWFWMD) is providing $300,000 in funds for stormwater treatment in Cascade Park
- FDEP has approved a $600,000 grant for the park's Alum Injection System through its Section 319 Grant Program

The GEC/Blueprint Team continues with preparation of a Cultural Resource Grant application for the first phase ($500,000) of a possible two phase grant application from the Florida Department of Historical Resources (DHR). The Cultural Resource Grant is for construction activities associated with the Meridian Plaza and Stage and requires a 2:1 match from Blueprint 2000. In addition, the GEC/Blueprint Team assisted with the preparation of Community Budget Issue Request (CBIR) through State Representative Loranne Ausley's Office which resulted in $1.5 million for water quality improvements for the Capital Cascade Trail project.

The GEC/Blueprint 2000 team will continue to maximize its fund leveraging capabilities by strategically identifying and applying for various Federal, State and local grants.

C. Public Information and Public Involvement

With all the Blueprint 2000 Tier One projects under way, the Public Involvement Program is actively documenting input from interested citizens and stakeholders and responding to requests for information.

Activities

In addition to public involvement activities, the GEC staff members in the Public Information Office (PIO) provide support for Project Managers and Blueprint staff for a wide variety of activities. Some activities and statistics for this reporting period include:

- Issued 10 press releases this reporting period
- Responded to citizen requests for information, maps and/or presentation materials
- Prepared presentations to the following groups for Blueprint Programs and projects:
  1. Intergovernmental Agency Meeting
  2. College Leadership Tallahassee
  3. TCC and CAC Meetings
  4. FSU High Performance Materials Institute
  5. FAMU Way Meeting
  6. Old Timer's Club
  7. Rotary Club Area President's Meeting
- Prepared slides for City of Tallahassee Fast Track Capital Projects Program
- Assisted with graphics, writing and presenting agenda items for TCC, CAC and IA Meetings
- Continued to develop plan for Public Hearing for CCSW-W1

- Organized and held Groundbreaking Ceremony for CCT-2
- Prepared graphics and attended meeting for FAMU Way
- Finalized and developed file structure for PIO
- Coordinate locations to display Cascade Park Model for CCT-2
- Finalized and posted donor recognition web page for CCT-2
- Attended four History Fence Working Group Meetings for CCT-2
- Organized and held Preconstruction, Partnering and Permit Meeting for CCT-2
- Continued to organize Construction Public Meeting for CCT-2
- Organized and held meeting with Leon High School Principal on CCT-1
- Prepared information for Florida Trend Magazine Article on Cascade Park
- Drafted and submitted to Tallahassee Democrat a Notice of Intent to Issue a Wetland Resource Permit for Capital CCNW/SW project
- Drafted and submitted write-up for Commissioner Gillum on the Cascade Park Groundbreaking Ceremony for his newsletter

D. Public Meetings

There are public meetings associated with all the Blueprint 2000 projects. A summary of the number of noticed public meetings held during this reporting period, which have been coordinated, managed, attended and documented by the Blueprint PIO, is shown in the table below:

Summary of Public Meetings

Project	Groundbreaking Ceremony	History Fence Working Group	CEI Progress Meetings
Cascade Park	1	3	4
CCSE-E2			12

ACT Database

Population and utilization of the ACT Database continues to be a key activity for the PIO. ACT Databases have been created and populated for all the Blueprint 2000 Tier One projects. The information within the database is a useful tool for many aspects of the program, including historical documentation of activities and commitments made from planning to construction. Additionally, monthly public information reports are created by PIO staff from ACT and provided to the Project Managers.

Act Database Usage Statistics

Act Database Item	Amount
Databases created and populated	5
Total entries (contacts) in databases	7,561
Correspondence logged for this period	2,720
Email notifications sent from ACT for this period	1,567

E. Public/Private Partnerships

The GEC/Blueprint Team has successfully partnered with several public and private entities for the betterment of the Blueprint Program as described below.

Capital Cascade Trail

The GEC/Blueprint Team has worked to secure partnerships with two private entities resulting in contributions totaling $300;000 for the construction of the Cascade Fountain and Smokey Hollow Plaza park amenities. The GEC/Blueprint Team has also worked to develop public partnerships with the NWFWMD and the Community Redevelopment Agency (CRA), resulting in contributions totaling $300,000 for general park and stormwater improvements and $1.1 million over five years for the Interactive (Dancing) Fountain. The CRA has also contributed $660,000 towards the Coal Chute Pond Right-of-Way acquisition for Segments 3 and 4 of Capital Cascades Trail.

Capital Circle Southeast (E3)

The GEC/Blueprint Team has worked for the past three years with the U.S. Forest Service, the Florida Department of Transportation and the Federal Highway Administration to secure nearly 20 acres in an FHWA Highway Easement Deed for the CCSE widening project. The Easement Deed with the USFS has been fully executed. The GEC Team has been coordinating with Forest Service on the requirements for the drainage ponds to be constructed within the easement.

Capital Circle Northwest/Southwest (N2)

The GEC/Blueprint Team has been coordinating with COT Water Utility on a utility easement along the western and northern boundary of a parcel recently purchased by Blueprint 2000 located at the west end of Swamp Fox Road. The utility easement will allow for the construction of future gravity sewer and water lines at the west and north edge of the property. The GEC Team has also worked with COT Water Utility to coordinate infrastructure upgrades with the project plans, including the decommissioning of the sewer lift station and associated sewer reconstruction at Broadmoor Estates, and the installation of a dry re-use line along the segment of Capital Circle from south of SR 20 to Orange Avenue. In addition, the GEC Team has been working with the Leon County School Board to coordinate joint use of the Broadmoor Stormwater Management Facility to facilitate the construction of and access to their proposed bus facility north of SR 20. Finally, the GEC Team has worked with the Leon County Public Works Department to partner on the design and construction of an alternative mitigation site at the southern end of the Broadmoor Estates property in lieu of the Gum Road property. This will facilitate the County's future expansion of the proposed floodplain compensation pond on the Gum Road property in order to provide additional retrofit floodplain storage capacity as envisioned by the County's adopted Gum Road Target Area Master Plan.

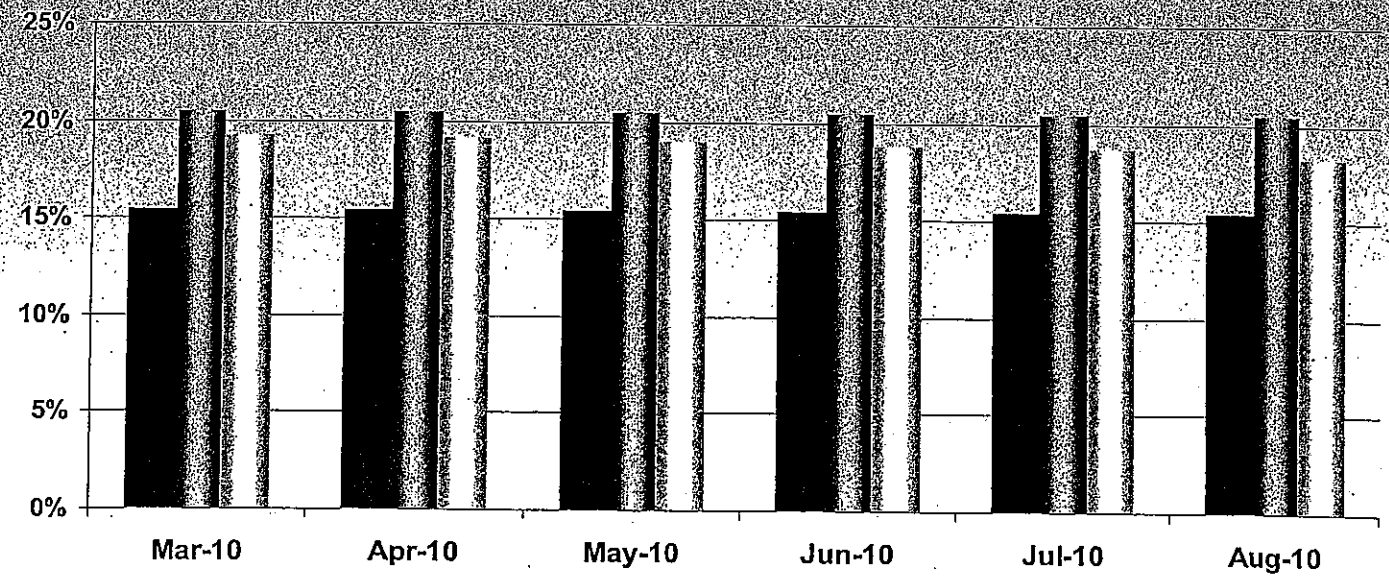
General

The GEC/Blueprint Team requested Local Agency Program (LAP) Right-of-Way Certification from FDOT for the E1, E2, E3, N1 and N2 projects. The project limits, Right-of-Way maps, and a list of affected property owners were provided to FDOT's mapping and surveying department. Blueprint 2000 will acquire the needed Right-of-Way for these projects consistent with the Federal Uniform Act (49 CFR, Part 24 and 23 CRF, Part 635.309 if applicable) as well as follow Florida Statutory and FDOT procedural requirements.

VI. MBE

A. GEC MBE Participation

The GEC contractual MBE requirement is 15.5% as required by the Blueprint Procurement Policy. The LPA/Jacobs Team committed to a stated objective of 20.5% MBE participation in their written technical proposal for the GEC contract. The Cumulative MBE Utilization chart below shows the MBE required goal has been met or exceeded for each month of the reporting period. The GEC Team includes six locally certified MBE firms.



"Creating Jobs Locally"

March 2010 - August 2010

CUMULATIVE MBE PARTICIPATION TO DATE FOR GEC TEAM
THE LPA GROUP / JACOBS

August 9, 2010

MBE Participation	Contract Amt	% of Contract	ETD
Moore Bass Consulting			
Stormwater & Landscaping	$ 448,723.00	1.77	$ 239,807.37
Pope Environmental			
Environmental Services	$ 454,276.00	1.79	$ 221,716.92
OLH International			
Program Controls	$ 1,699,730.00	6.69	$ 1,588,044.12
Beck Consulting Group			
Government Relations	$ 95,000.00	0.37	$ 88,890.11
Quest Corporation of America			
Public Involvement	$ 1,127,180.00	4.44	$ 1,018,021.82
Uzzell Advertising			
Public Relations, Web Maint.	$ 582,405.00	2.29	$ 533,964.16
Welch & Ward Architects (no longer in business)			
Architecture, Recreation Facilities	$ 25,000.00	0.10	$ 13,737.00
THC Right-of-Way Services, Inc.			
R/W appraisal and acquisition	$ 6,441,448.00	25.35	$ 4,220,917.16
GPI Southeast			
Survey and mapping	$ 541,406.00	2.13	$ 177,009.62
Weigal - Veasey			
Property Appraisal	$ 76,025.00	0.30	$ 0.00
Williams Earth Sciences			
Geotechnical Services	$ 85,000.00	0.33	$ 23,773.46
Allen Nobles & Associates			
Survey	$ 95,000.00	0.37	$ 127,123.84
THE LPA GROUP (PRIME)			
Prime Consultant	$ 7,779,563.00	30.62	$ 7,643,435.23
Jacobs (PRIME SUB)			
Prime Subconsultant	$ 5,945,812.00	23.40	$ 4,673,946.76
Wilderness Graphics			
Signage	$ 5,000.00	0.02	$ 8,823.50
O'Neal Surveying			
Surveying	$ 5,031.50	0.02	$ 1,208.00
Total Contract:	**$ 25,406,598**	**100.00%**	**$ 20,580,419**

John Welch
Prime Issues

MBE Goal:	$3,938,022.92	15.50%
MBE to Date:	$3,705,389.50	18.00%

THE BLUEPRINT 2000 TEAM
LPA JACOBS
CITY OF TALLAHASSEE - LEON COUNTY
BLUEPRINT 2000
INTERGOVERNMENTAL AGENCY

B. Section Consultant MBE Participation

The section consultant's contractual MBE requirement is 15.5% as required by the Blueprint Procurement Policy. The GEC tracks the MBE utilization monthly for the production reports. Below are each of the projects that section consultants are performing and their MBE and non-MBE subconsultant utilization to date.

N2 - CAPITAL CIRCLE NW/SW - US 90 to SR 20
PRIME CONSULTANT - H.W. Lochner
through August 9, 2010

Design Subconsultant Participation:	Contract Amt	% of Contract	ETD
Environmental Geotechnical Specialists			
Geotechnical	$ 574,866.25	9.82	$ 562,839.90
Diversified Design & Drafting Services, Inc.			
Survey and R/W Mapping	$ 820,349.64	14.01	$ 773,649.20
Archaeological Consultants, Inc.			
Cultural Resource Assessment	$ 24,093.51	0.41	$ 24,093.51
HNTB/TEI			
Traffic Analysis	$ 90,310.59	1.54	$ 90,310.59
American Acquisition Group			
Right of Way	$ 97,873.48	1.67	$ 94,046.22
HW Lochner (PRIME)			
Prime Consultant	$ 4,030,913.05	68.84	$ 3,613,546.07
PBS&J			
Landscape	$ 159,219.43	2.72	$ 143,462.65
CDM			
Stormwater Modeling	$ 57,435.00	0.98	$ 53,220.00
Total Design Contract:	**$ 5,855,060.95**	**99.99%**	**$ 5,355,168.14**

Design MBE Goal:	$ 907,534.45	15.50%
Design MBE to Date:	$1,360,582.61	25.41%

W1 - CAPITAL CIRCLE SW - CRAWFORDVILLE ROAD TO STATE ROAD 20
PRIME CONSULTANT - KIMLEY-HORN
through August 9, 2010

Design Subconsultant Participation	Contract Amt	% of Contract	ETD
Target Copy and Sign Printers			
Printing	$ 30,000.00	1.11	$ 29,818.54
Keystone Field Services			
Relocation	$ 35,000.00	1.29	$ 35,000.00
Environmental and Geotechnical Specialists			
Geotech	$ 127,874.94	4.71	$ 96,141.96
Diversified Design & Drafting Services			
Survey	$ 31,840.00	1.17	$ 31,840.00
StategyWise, LLC			
Economic Development	$ 0.00	0.00	$ 0.00
Hamilton Smith Assoc.			
Traffic	$ 18,600.00	0.69	$ 18,600.00
Registe, Sliger Engineering			
Structures	$ 123,376.71	4.55	$ 105,857.02
Kimley-Horn & Assoc. (PRIME)			
Prime	$ 1,742,867.26	64.25	$ 1,660,214.05
Dr. Wayson			
Noise	$ 0.00	0.00	$ 0.00
Hass Center			
Economic Development	$ 37,200.00	1.37	$ 37,200.00
Florida Acquisition & Appraisal			
Appraisal/Acquisition	$ 200,804.91	7.40	$ 200,804.93
Biological Research Assoc.			
Water Quality	$ 105,815.50	3.90	$ 105,815.50
Search, Inc			
Cultural Resource/Archaeological	$ 71,444.42	2.63	$ 48,444.06
Camp, Dresser & McKee			
Drainage & Pond Design	$ 187,820.00	6.92	$ 186,120.35
Total Design Contract:	**$ 2,712,643.74**	**100.00%**	**$ 2,555,856.41**

Design MBE Goal:	$ 367,563.23	13.50%
Design MBE to Date:	$ 317,257.52	12.41%

THE BLUEPRINT 2000 TEAM
HDR
JACOBS
CITY OF TALLAHASSEE - LEON COUNTY
BLUEPRINT 2000
INTERGOVERNMENTAL AGENCY

E2 - CAPITAL CIRCLE SE - WOODVILLE HIGHWAY TO TRAM ROAD
CONSULTANT - GENESIS
through August 9, 2010

Design Subconsultant Participation:	Contract Amt	% of Contract	ETD
EGS			
Environmental Engineering	$ 385,218.29	24.43	$ 385,218.29
Mehta & Associates, Inc.			
Design Survey	$ 44,000.00	2.79	$ 44,000.00
Genesis Group			
Prime Consultant or Design Team	$ 1,147,296.86	72.77	$ 1,147,296.86
Total Design Contract:	**$ 1,576,515.15**	**100.00%**	**$ 1,576,515.15**

Design M/WBE Goal:	**$ 244,359.85**	**15.50%**
Design M/WBE to Date:	**$ 429,218.29**	**27.23%**

E2 - CAPITAL CIRCLE SE - WOODVILLE HIGHWAY TO TRAM ROAD
PRIME CONTRACTOR - SANDCO, INC.
through August 9, 2010

Const. Subconsultant Participation:	Contract Amt	% of Contract	ETD
Florida Developers			
Earthwork, Trucking, Drainage	$ 1,071,423.62	6.18	$ 1,071,423.62
Gains & Sons			
Striping	$ 123,316.27	0.71	$ 102,788.04
Hawthorn Construction			
Curb & Gutter, Concrete Work	$ 1,170,903.15	6.75	$ 1,170,903.15
Ingram Signalization Inc.			
Signalization	$ 639,600.00	3.69	$ 639,600.00
Tallahassee Contractors			
Trucking, Limerock Base	$ 746,225.89	4.30	$ 560,449.79
Sandco, Inc			
Prime Contractor of Design-Build Team	$13,039,218.85	75.17	$ 11,336,976.14
Pinnacle Construction			
Construction Materials/Delivery	$ 555,823.17	3.20	$ 555,823.17
Total Construction Contract:	**$17,346,510.95**	**100.00%**	**$ 15,437,963.91**

Construction MBE Goal:	**$3,642,767.30**	**21.00%**
Construction MBE to Date:	**$4,100,987.77**	**26.56%**

"Creating Jobs Locally"

March 2010 - August 2010

C2 - CAPITAL CASCADE TRAIL - SEGMENT 2
DESIGN PRIME CONSULTANT - GENESIS GROUP

Through August 9, 2010

Consultant Participation	Contract Amt	% of Contract	ETD
Archaeological Consultants Inc			
Archaeological Services	$ 32,794.68	0.83	$ 32,794.68
Environmental and Geotechnical Specialist			
Geotechnical	$ 261,743.38	6.63	$ 261,743.38
Akin Associates Architects			
Architectural	$ 170,193.23	4.31	$ 161,703.23
Moore Bass			
Land Planning	$ 4,659.91	0.12	$ 4,456.16
Uzzell Advertising			
Public Relations	$ 14,062.61	0.36	$ 14,062.61
Carr, Lynch, Sandell			
Park Design	$ 623,420.65	15.79	$ 599,376.82
Jennings Environmental			
Environmental	$ 27,198.52	0.69	$ 27,198.52
Pinnacle Engineering Group			
MEP	$ 121,913.86	3.09	$ 118,367.72
CDM			
Stormwater	$ 183,410.00	4.64	$ 183,410.00
Genesis Group			
Prime	$ 2,210,909.02	55.98	$ 2,200,182.43
PBS&J/Brown and Caldwell			
Water Quality	$ 98,736.00	2.50	$ 96,866.00
Garcia Bridge Engineers			
Bridge Design	$ 196,262.76	4.97	$ 191,424.84
Rosenbaum			
Park Design	$ 4,040.00	0.10	$ 4,040.00
Total Design Contract:	**$ 3,949,344.62**	**100.00%**	**$ 3,895,626.39**

Design M/WBE Goal: $ 612,148.42 15.50%
Design M/WBE to Date: $ 666,184.90 20.29%

THE BLUEPRINT 2000 TEAM
JACOBS
CITY OF TALLAHASSEE - LEON COUNTY
BLUEPRINT 2000
INTERGOVERNMENTAL AGENCY

"Creating Jobs Locally"

March 2010 - August 2010

C2 - CAPITAL CASCADE TRAIL - SEGMENT 2
CONSTRUCTION PRIME CONSULTANT - SANDCO

through August 9, 2010

Consultant Participation	Contract Amt	% of Contract	ETD
Metal Fabrication			
Railing, Bridges, Metal Fabrication	*$ 1,000,000.00*	*4.35*	*$ 0.00*
Hawthorne Construction			
Concrete Work	*$ 750,000.00*	*3.27*	*$ 0.00*
Ingram Signalization			
Signalization	*$ 270,000.00*	*1.18*	*$ 0.00*
Crosspoint (utilities)			
Underground Utilities	*$ 1,000,000.00*	*4.35*	*$ 0.00*
Pinnacle Const. Support			
Construction Management	*$ 1,840,000.00*	*8.01*	*$ 0.00*
Sandco			
Prime	*$18,110,011.43*	*78.84*	*$ 1,163,863.25*
Total Construction Contract:	**$22,970,011.43**	**100.00%**	**$ 1,163,863.25**

Construction MBE Goal:	**$4,823,702.40**	**21.00%**
Construction MBE to Date:	**$ 0.00**	**0.00%**

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March 2010 - August 2010

CAPITAL CASCADE TRAIL - SEGMENTS 3 & 4 Design
PRIME CONSULTANT - KIMLEY-HORN

through August 9, 2010

Consultant Participation	Contract Amt	% of Contract	ETD
Tampa Bay Engineering			
Utility Investigation	$ 80,445.89	4.15	$ 56,750.89
3DS			
Surveying/Right-of-Way Services	$ 443,092.00	22.86	$ 440,039.50
Cheryl Johnson			
Model Review	$ 14,750.00	0.76	$ 5,148.00
In-Situ			
Stream Gage installation and monitoring	$ 32,000.00	1.65	$ 32,000.00
Biological Research & Associates			
Environmental	$ 48,500.00	2.50	$ 48,500.00
CDM			
Stormwater Modeling and Design	$ 286,381.00	14.77	$ 244,938.92
Kimley-Horn			
Prime - Data Collection, Envir., Project M	$ 985,438.00	50.84	$ 611,446.84
EGS			
Geotechnical	$ 47,847.00	2.47	$ 23,179.69
Total Design Contract:	**$ 1,938,453.89**	**100.00%**	**$ 1,462,003.84**

Design MBE Goal	**$ 288,108.26**	**15.50%**
Design MBE to Date:	**$ 459,596.69**	**34.88%**

Note: The E3-Capital Circle Southeast Woodville Highway to Crawfordville Road project stopped at 60% with 16% MBE Utilization. The E1-Capital Circle Southeast Connie Drive to Tram Road project was Final Accepted June 16, 2008. The Design MBE was at 18.01% and the Construction MBE was 24.49%

VII. Client Satisfaction

This is an evaluation category and grading criteria for the Performance Report. This is the sixth period in which the GEC will be evaluated in this category. The intent of the category is to allow the Evaluation Committee to review, comment and grade on their general overall satisfaction with the GEC Team's performance during the previous six months. The grading scale is from zero to 10, with a score of zero indicating complete dissatisfaction and a score of 10 indicating complete satisfaction with performance. The intent is to not have any hard grading criteria for this category but instead to be an overall reporting on the GEC's performance. Some highlights of activities which were completed satisfactorily are:

1. Commencement of the construction at Cascade Park. A successful procurement process followed by an executed contract and highly regarded Groundbreaking Ceremony has occurred during this period for Blueprint 2000's Signature Project. The park will be a gathering place and a source of community pride for the City of Tallahassee. The GEC Team is providing CE&I services with existing in-house staff with help from the City's Public Works Department.
2. The procurement of the CCSE-E3 Design-Build project was turned over to FDOT in Chipley and a successful bid has been verified without protests. The construction and CE&I services for this project are totally funded from the American Recovery and Reinvestment Act (ARRA) of 2009. Approximately $10.5 million in ARRA funds will be allocated to Blueprint 2000 for this project which was previously unfunded in our Master Plan.
3. We are nearing the completion of the CCSE-E2 project. This project is behind the original schedule by approximately nine months with a current completion date of October 2010. We are working diligently to resolve outstanding issues with the Design-Build team. The 2.2 miles of reconstructed CCSE roadway product is excellent.
4. Secured the services of PBS&J for the construction engineering and inspection on the CCSE-E3 project. We will execute a contract for approximately 22 months of CE&I services on the project in late September.
5. The design of the Capital Cascade Connector Bridge has been awarded to local design firm of Figg Engineering. We are currently developing a scope of services and fee with the design firm. An executed contract is expected in late 2010.
6. Stormwater improvements will be designed and constructed on Franklin Boulevard as a result of federal disaster relief funds secured by Blueprint and the GEC Team. This section of Franklin Boulevard is included in Cascades Trail – Segment 1 of our Master Plan.
7. We are working with City of Tallahassee Public Works to design and construct Capital Cascade Trail - Segment 3 in harmony with the FAMU Way Extension.

One area of known needed improvement is:

1. Our current project filing system is showing improvement but still needs attention and upgrading. We are working on this issue and implementing electronic and hard copy filing systems.

In general, we hope that client satisfaction is high for this evaluation period. The GEC Team has worked hard to complete its assignments and looks forward to continued success with the Program as we move forward.

VIII. Conclusions

In review and preparation of this GEC Performance Report, we are pleased to inform the Evaluation Committee that the initial half of our seventh year of the Program has been successful, with all active projects continuing to progress in either design, permitting or construction. Two projects, Capital Circle Northwest (N1) and Capital Circle Southeast (E1) are essentially complete with no further construction activity anticipated.

Most significant in this reporting period is the Notice to Proceed for construction at Cascade Park. This is Blueprint's signature project, and in two years the Park will be a gathering place and source of community pride for the citizens of Tallahassee. The Capital Circle Southeast project, from Woodville Highway to Crawfordville Road (CCSE-E3), has been awarded to low bidder C.W. Roberts with a Notice to Proceed for the Design-Build in October, 2010. Blueprint and the GEC Team were successful in securing approximately $10.5 million for the CCSE-E3 project from the American Recovery and Reinvestment Act of 2009.

Final plans for the six-laning of Capital Circle NW/SW from Blountstown Highway (SR 20) to West Tennessee Street (SR 10) have been submitted to the GEC Team for final review and comments. The project will be let to bid in October, 2010. Construction of the CCSE-E2 project (Tram Road to Woodville Highway) is nearly complete. We are anticipating a Ribbon Cutting Ceremony for this section of Capital Circle in November.

We have selected a bridge designer (Figg Engineering Group of Tallahassee) for the Capital Cascade Pedestrian Bridge project. They will commence their design work on this gateway bridge over South Monroe Street in late fall of this year.

Our design work on Capital Cascades Trail Segments 3 and 4 continues with ditch improvements between South Monroe and South Adams Streets, Coal Chute Pond design and plans and 60% plans for Black Swamp Nature Park. The PD&E Study for CCSW-W1 is nearing completion with a final Public Hearing still to be scheduled.

Blueprint and the GEC Team have also secured about $4.2 million in Disaster Relief funds from the federal government for stormwater improvements at Franklin Boulevard.

In this period, total administrative costs for the program including GEC costs, Blueprint administration costs, and office and equipment costs have totaled approximately $1,531,000. Compared to a total estimated cost savings of nearly $4,730,000 this administrative cost represents over 300% return on investment.

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March 2010 – August 2010

We anticipate that approximately $100 million in construction will be underway on Blueprint 2000 projects in 2011. This influx of construction dollars will generate good paying jobs for workers and provide an economic boost to the businesses in Tallahassee and the surrounding counties.

Appendix 1

Exhibit E Performance Evaluation Criteria

Performance Evaluation Criteria
General Engineering Consultant
Blueprint 2000 Intergovernmental Agency

Consultant_____
Period: from_____ to _____

Performance Criteria	Performance Weight	Score 1-100	Weighted Score, 100 max
Cost Control	30%		
Schedule	25%		
Safety (Worker and Public)	05%		
Innovation & Value	20%		
MBE	10%		
Client Satisfaction	10%		
Total	100%		

Performance Scoring Basis

Consistently Exceeds Expectations	91-100
Occasionally Exceeds Expectations	64-90
Consistently Meets Expectations	43-63
Occasionally Fails to Meet Expectations	21-42
Consistently Fails To Meet Expectations	0-20

Application

Designated Blueprint Managers and the Director will each evaluate the Consultant in accordance with the above guidelines. Scores will be averaged to develop a combined weighted score. The combined weighted score, as approved or modified by the Intergovernmental Management Committee or their designees, will then be used to develop the performance bonus to be paid by the Agency or the liquidated costs to be paid by the Consultant. Example:
Evaluator #1 Average weighted score: 75
Evaluator #2 Average Weighted score: 65
Director Average weighted Score 55
Total Weighted Score 205
Average Weighted Score 205/3 = 68.33 (68*)

*.50 and above will round up to the next whole number; .49 and below will be round down to 0.

(6) An average weighted score of 45 to 55 is considered to be neutral, and the Consultant would not receive a performance bonus or be subject to assessment of liquidated costs. The Consultant would receive a bonus equal to 2% of the available performance bonus pool for each point of average weighted score above 55. For example: a score of 58 would earn 6% of the available bonus pool. A total average weighted score, on any periodic evaluation of the Consultant's performance above 90 is indicative of superior performance and will entitle the consultant to 100% of the available performance bonus for the evaluated period.

(7) The Consultant would be required to pay liquidated costs in an amount equal to 2% of the liquidated cost pool for each point of average weighted score below 45. For example a score of 40 would result in an assessment of liquidated costs in an amount equal to 10 % of the liquidated cost pool . A total average weighted score, on any periodic evaluation of the Consultant's performance below 10 is indicative of unacceptable performance and will cause the Consultant to forfeit 100% of the available liquidated cost pool.

(8) An average score of 30 or less (un-weighted) in any single evaluation criteria, regardless of the total weighted average score, will be considered substandard performance and no performance bonus will be awarded.

Examples:

Maximum value of the performance bonus applicable to the period: $25,000 Average weighted score 76 Minimum scores per category are met.

76 (total average weighted score)-55(floor for incentive) X.02X$25,000= $10,500 bonus

45(ceiling for liquidated costs)-37(total average weighted score) X.02X $25,000= $4,000 liquidated costs

Appendix 2

Blueprint 2000 Agency Consultant Agreement - THE LPA GROUP

including without limitation all project records, all supporting documents and records of the Consultant and all sub consultants, and all other records of the Consultant and sub consultants considered necessary by the Agency for a proper audit of project costs shall be maintained and made available upon request to the Agency at all times during the period of this Agreement. Copies of these documents and records shall be furnished to the Agency upon request. Records retention shall be in accordance with the State of Florida General Records Schedule GS1-L, for Local Governments, items 57,64,65.

E. Proper invoices submitted to the Agency will be paid in accordance with the Florida Prompt Payment Act (Section 218.70, Fla.Stat.).

F. Except for issues arising solely from claims based on contractual indemnification, the Agency shall have the right to retain out of any payment due the Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to the Agency by the Consultant under this or any other Agreement between the Consultant and the Agency. The Agency may withhold payment on any invoice in the event that the Consultant is in default under any provision of this Agreement as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold shall continue until such time as the default has been cured, and, upon cure, the Agency shall have the right to retain an amount equal to the damages suffered as a result of the default.

G. Performance Bonus/Liquidated Costs.

(1) Semi-annually the Consultant shall receive a written evaluation of its performance. This evaluation will be conducted by a committee consisting of the Director of Blueprint 2000 and not less than two (2) Blueprint personnel designated by the Director. The committee members will evaluate the Consultant's performance in accordance with the criteria and process set forth in this Agreement and in Exhibit E (Performance Evaluation Criteria), which is attached hereto and by reference incorporated herein.

(2) In order to facilitate the evaluation process, the Consultant will prepare and present to the Director, within twenty-one (21) days following the end of each evaluation period, a report, acceptable in format and content to the Director, documenting its performance during the evaluation period in reference to each of the performance criteria and providing supporting management graphs, charts and statistics. Additionally, at the request of the Director, the Consultant will make an oral presentation to the evaluation committee regarding the submitted report and documentation,

(3) The Director will forward the committee's evaluation to the Intergovernmental Management Committee, or their designees, (collectively, "IMC") for their review and approval. The IMC shall consider that evaluation and shall either approve it or send it back to the Director for further review based on specified issues or concerns. In the latter event, the committee will review the issues or concerns raised, and, if appropriate, re-evaluate the Consultant in accordance with Exhibit E. The Director, in the same manner as before, will forward the results of the committee's review, and any re-evaluation prepared by the committee, to the IMC, who, at their discretion, will either approve the resulting evaluation of the Consultant or will prepare their own evaluation of the Consultant in accordance with Exhibit E. The decision of the

IMC shall be final with regard to evaluation of the Consultant.

(4) Based on the action taken by the IMC, the Consultant may either receive a performance bonus or may be required to pay to the Agency, or the Agency may withhold from amounts otherwise due the Consultant, liquidated costs, the amount of which shall be calculated in accordance with Exhibit E

(5) The maximum value of the performance bonus or liquidated damages for each evaluation period shall be equal to the lesser of 10% of all contract management billings during the period or $50,000. Funds not awarded to the Consultant as a performance bonus for a particular evaluation period shall not be available for future awards. The Consultant shall include the amount of any performance bonus awarded to it as a separate line item payment on its next monthly invoice following the date of that award. The Consultant shall include any liquidated costs as a separate line item credit or deduction on its next monthly invoice. If some or all of such performance bonus or liquidated costs are not paid in the foregoing manner within forty-five (45) days following the date of award or assessment, the Agency or Consultant, as appropriate, shall pay such unpaid or uncollected amount directly to the other party, unless otherwise agreed in writing by the parties.

(6) The parties agree that an average weighted score, on any periodic evaluation of Consultant's performance, equal to 44 or less is indicative of inadequate performance by the Consultant. The parties further agree that such performance would cause the Agency to experience project or work delays, suffer efficiency or productivity losses, and cause other adverse impacts that would be difficult, if not impossible, to value. As a result, the foregoing liquidated costs are set forth not as a penalty but as an agreed measure of the costs associated with such delays, losses, and adverse impacts.

(7) The parties agree that a total average weighted score, on any periodic evaluation of the Consultant's performance above 90 is indicative of superior performance and will entitle the consultant to 100% of the available performance bonus for the evaluated period. Additionally a total average weighted score, on any periodic evaluation of the Consultant's performance below 10 is indicative of unacceptable performance and will cause the Consultant to forfeit 100% of the available liquidated cost pool. Finally an average score of 30 or less (un-weighted) in any single evaluation criteria, regardless of the total weighted average score, will be considered substandard performance and no performance bonus will be awarded.

(8) The semi-annual evaluation periods shall end in February and in August of each year during the term of this Agreement commencing in the initial month of August, 2004.

H. It is mutually agreed and understood that the following provision shall be applicable to this Agreement if the compensation, as indicated in Paragraph 3.A. hereof, to be paid to the Consultant, is a lump sum or cost-plus-a-fixed-fee:

Attachment #11

Summary of General Engineering Consultant Costs

General Engineering Consultant (GEC) Contract Costs

LOA #	LPA (HOME OFFICE)	LPA (FIELD OFFICE)	LPA EXPENSES	LPA PERFORMANCE BONUS	TOTAL LPA	SUBCONSULTANTS	TOTAL PAYMENT GEC CONTRACT
LOA #1	474,463.50	1,795,532.83	185,916.46	324,000.00	2,779,912.79	1,726,880.75	5,444,999.87
LOA #2	527,492.75	1,849,034.89	19,720.79		2,396,248.43	614,013.59	3,438,782.24
LOA #3	7,492.49	213,127.17	9,510.97		230,130.63	446,931.27	916,061.26
LOA #4	51,259.50	1,036,257.73	12,695.11		1,100,212.34	817,807.72	3,078,638.89
LOA #5	134,439.61	148,458.14	17,279.43		300,177.18	3,159,405.29	4,512,264.21
LOA #6	9,166.73	27,945.62	2,318.69		39,431.04	328,023.85	369,121.05
LOA #7	114,276.45	935,636.92	1,257.93		1,051,171.30	968,042.80	2,474,865.90
LOA #8	54,751.77	218,777.58	2,496.54		276,025.89	273,978.08	763,592.87
LOA #9	15,943.16	105,517.54	17,326.15		138,786.85	63,892.75	642,246.00
TOTAL	1,389,285.96	6,330,288.42	268,522.07	324,000.00	8,312,096.45	8,398,976.10	21,640,572.29

Note: Payments included here are based on financial records obtained through January 2011.

LOA #1	General Program Management &Support
LOA #2	Capital Cascade
LOA #3	Capital Circle NW
LOA #4	Connie to Tram
LOA #5	Capital Circle NW/SW
LOA #6	Sensitive Lands
LOA #7	Woodville to Tram
LOA #8	Crawfordville to Woodville
LOA #9	Capital Circle SW

Attachment #12

Summary of General Engineering Consultant Costs By Fiscal Year

General Engineering Consultant (GEC) Contract Costs

	LOA #1	LOA #2	LOA #3	LOA #4	LOA #5	LOA #6	LOA #7	LOA #8	LOA #9	TOTAL
FY 2004	412,469.97	101,455.84	58,073.35	274,534.23	53,964.67	4,623.43	-	-	-	905,121.49
FY 2005	801,455.49	267,521.64	144,679.96	856,028.56	210,900.28	169,237.95	2,601.66	1,192.36	41,020.60	2,494,638.50
FY 2006	996,469.15	273,296.44	157,088.27	884,437.22	184,033.86	138,862.90	51,674.59	92,205.26	105,979.88	2,884,047.57
FY 2007	714,629.47	424,505.38	69,178.53	483,967.57	444,711.23	24,250.54	596,492.87	201,347.65	153,879.49	3,112,962.73
FY 2008	822,571.18	573,534.00	237,307.29	457,536.92	1,188,317.16	16,800.69	714,918.51	66,281.60	98,943.37	4,176,210.72
FY 2009	702,117.38	567,227.86	213,974.06	111,634.06	1,242,574.55	7,795.86	541,539.44	133,894.32	66,958.08	3,587,715.61
FY 2010	802,180.25	932,882.11	31,276.43	10,500.33	1,011,090.46	7,549.68	469,681.29	203,850.21	149,809.65	3,618,820.41
FY 2011	193,106.98	298,358.97	4,483.37	-	176,672.00	-	97,957.54	64,821.47	25,654.93	861,055.26
TOTAL	5,444,999.87	3,438,782.24	916,061.26	3,078,638.89	4,512,264.21	369,121.05	2,474,865.90	763,592.87	642,246.00	21,640,572.29

Note: Payments included here are based on financial records obtained through January 2011.

LOA #1	General Program Management &Support
LOA #2	Capital Cascade
LOA #3	Capital Circle NW
LOA #4	Connie to Tram
LOA #5	Capital Circle NW/SW
LOA #6	Sensitive Lands
LOA #7	Woodville to Tram
LOA #8	Crawfordville to Woodville
LOA #9	Capital Circle SW