

CONTRACT

THIS CONTRACT ("Contract") is made and entered into this ____ day of _____, 20__ by and between the **City of Orlando, Florida**, a Florida municipal corporation (CITY) and **Milan Engineering, Inc.**, a Florida corporation doing business locally at 925 South Semoran Boulevard, Suite 100, Winter Park, Florida 32792 (ENGINEER).

WHEREAS, the CITY intends to use the ENGINEER's professional engineering services as further described below, for the project to be known as the Iron Bridge RWRP 480V Improvements Project (Project); and

WHEREAS, the CITY and the ENGINEER now wish to enter into this Contract for the ENGINEER's services for the Project; and

WHEREAS, the ENGINEER is willing and able to perform the engineering services for the CITY on the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and given one party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

SECTION 1 SCOPE OF SERVICES

The scope of services (Basic Services) has been agreed to by the parties, and is attached hereto and incorporated herein, by reference, as Exhibit I. The ENGINEER may also provide additional services (Additional Services) for the CITY in all phases of the Project to which this Contract applies as hereinafter provided (Basic Services and Additional Services hereinafter collectively referred to as Services). ENGINEER's Services shall include serving as the CITY's professional engineering representative for the Project, providing professional consultation and advice, and by itself or with its Subconsultants furnishing engineering services. The ENGINEER shall perform any and all Project Services in a timely, efficient and cost effective manner and in accordance with the generally accepted standards of the engineering profession.

SECTION 2 FEE

The fee (Fee) for the Basic Services has been agreed to by the parties, and is attached hereto and incorporated herein, by reference, as Exhibit II. For the Basic Services rendered the CITY shall pay the ENGINEER a not-to-exceed Fee of \$478,222.51. The ENGINEER will invoice the CITY monthly, based upon the Services performed at the time of submission of the invoice, billed in accordance with the Fees set forth herein.

SECTION 3 TERM

The term of this Contract shall be completed by the end of business (5:00 p.m.) on October 26, 2015, as set forth on Exhibit III, attached hereto and incorporated herein by reference. It is also agreed that the CITY shall have an option for extension of this Contract, as necessary to complete the present scope of Services or to provide Additional Services.

SECTION 4 CITY'S RESPONSIBILITIES

4.1. Requirements for the Project

The CITY shall provide all criteria and full information as to the CITY's requirements for the Project in a timely manner, including design objectives and constraints; space, capacity and performance requirements; flexibility and expandability matters; and any budgetary limitations; and furnish copies of all design and construction standards which the CITY will require to be included in the drawings and specifications.

4.2. Information Pertinent to the Project

The CITY shall assist the ENGINEER by placing at the ENGINEER's disposal all available information pertinent to the Project (including previous reports and any other data relative to design or construction of the Project), and the CITY shall advise the ENGINEER as to what information, if any, the CITY believes to be accurate. The ENGINEER is ultimately responsible for satisfying itself as to the accuracy of any information provided and, furthermore, the ENGINEER is responsible for bringing to the CITY's attention, for the CITY's resolution, any material inconsistencies or errors in such information which come to the ENGINEER's attention. If the CITY requires the ENGINEER's assistance in resolving any error or inconsistency, such Services may be provided by mutual agreement of the parties.

4.3. Access to Property.

The CITY shall arrange for access to and make provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform its Services.

4.4. City Project Manager

The CITY's Director of Public Works or his designee shall appoint a Project Manager for this Project. Except as otherwise expressly provided in this Contract, the Project Manager shall issue any and all written authorizations to the ENGINEER that the Project may require, or that may otherwise be defined or referred to in this Contract. The Project Manager shall also, 1) act as the CITY's representative with respect to the Services rendered hereunder; 2) transmit instructions to and receive information from the ENGINEER; 3) communicate the CITY's policies and

decisions to the ENGINEER regarding the Services; 4) determine, initially, whether the ENGINEER is fulfilling its duties, responsibilities, and obligations hereunder; and 5) determine, initially, the merits of any allegation by the ENGINEER respecting the CITY's non-performance of any Project obligation. All determinations made by the Project Manager, as outlined above, shall be final and binding upon the ENGINEER in regard to further administrative review, but shall not be binding upon the ENGINEER in regard to general appearances before or appeals to the CITY, or appearances before or appeals to a court of competent jurisdiction.

4.5. Notice and Extension of Term

The CITY shall give prompt written notice to the ENGINEER whenever the CITY observes or otherwise becomes aware of any development that affects the scope or timing of the ENGINEER's Services. If the ENGINEER has been delayed in completing its Services through no fault or negligence of its own, and, as a result, will be unable to complete performance fully and satisfactorily under the provisions of this Contract, then, in the Project Manager's sole and reasonable discretion, and upon the submission to the Project Manager of evidence of the causes of the delay, the ENGINEER shall be granted an extension of its Project schedule equal to the period the ENGINEER was actually and necessarily delayed.

4.6. Additional Services

The CITY shall furnish, or direct the ENGINEER to provide necessary Additional Services or other services as required, or as mutually agreed between the parties.

SECTION 5 PAYMENTS TO ENGINEER

5.1. General

5.1.1. The CITY will pay the ENGINEER for the Services as detailed in each of the ENGINEER's narrative monthly invoices (Invoices), and in accordance with the schedule of Fees (including reimbursable expenses) as further defined below in Exhibit II. The ENGINEER must submit with each Invoice a detailed description of the Services for which payment is sought, an updated CD-ROM of the design files and an updated Project schedule in detail and format acceptable to CITY.

5.1.2. The ENGINEER fully acknowledges and agrees that if, at any time, it performs Services on a Project contemplated by the parties, such Services which have not been, a) fully negotiated, reduced to writing, and formally executed by both the CITY and ENGINEER; b) or reduced to writing by the CITY and signed by the Project Manager; then the ENGINEER shall perform such Service without liability to the CITY, and at the ENGINEER's own risk.

5.2. Reimbursable Expenses

"Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto

for existing facility and Subconsultant visitation; toll telephone calls and telegrams; reproduction of reports, drawings and specifications, and similar Project-related items, all in accordance with the CITY's written procurement policies and directives.

5.3. Payments by Owner

5.3.1. All Services' payments (Payment) shall be made by the CITY to the ENGINEER within thirty (30) calendar days of the CITY's receipt of a proper Invoice, detailed description of Services performed updated design files in CD-ROM format and updated Project schedule (Payment Period) unless, within the Payment Period, the CITY, 1) notifies the ENGINEER of an objection to the Payment amount, and 2) either provides the ENGINEER with a determination of the proper Payment, or 3) requests further information from the ENGINEER so that a proper Payment can be derived and agreed upon by the parties.

5.3.2. The CITY's objection to the Payment amount shall be accompanied by the CITY's remittance of any undisputed portion of the Payment. If the objection is resolved in favor of the ENGINEER, then the CITY shall pay the ENGINEER the amount so determined, minus any Payment amount previously paid to the ENGINEER with respect to the objection, plus interest at one percent (1%) simple interest, per month on the unpaid amount. If it is determined that the CITY has overpaid the ENGINEER, then the ENGINEER shall, within thirty (30) calendar days, refund to the CITY the overpayment amount, and interest, at one percent (1%) simple interest, per month, and the ENGINEER shall not be held to be in breach of this Contract thereby.

5.4. Living Wage

The ENGINEER, as well as its Subconsultants (first tier only), shall pay to all of their employees providing services pursuant to a contract with the CITY, a living wage for the time spent providing services to the CITY. (This provision does not include general administrative personnel unless they are assigned to a CITY project.) "Living wage" means compensation for employment of not less than \$8.50 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. Necessary payroll documentation shall be provided to confirm compliance with this provision or the ENGINEER shall allow the CITY to audit (at ENGINEER's place of business) its payroll records to determine if compliance has been achieved. Failure to comply with the provision may result in termination of the contract and/or preclusion from future CITY contracts at the sole option of the CITY. This provision shall apply to all bid and proposal awards for services which involve CITY expenditures that exceed \$100,000.00 per year.

5.5. Records

The ENGINEER also agrees to maintain, and to require each Subconsultant to maintain, complete and accurate books and records (Books) in accordance with sound accounting principles and standards, and relating to all Services, and the related costs and expenditures to the CITY that have been contracted for and paid during the life of this Contract. The Books shall identify the Services rendered during each month of the Contract, the date that each Project expense was incurred, and whether the expense was Service or reimbursable-related. Unless a

longer time is required by any federal, state, or other governmental law, regulation, policy, or contractual or grant requirement or provision, ENGINEER and its Subconsultants shall retain all records related to the Contract for five (5) years after receipt of final payment under the Contract and all other pending matters related to the Contract are closed. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

5.6. Late Payment

If the CITY fails to make any payment due the ENGINEER for Services and expenses within forty-five (45) days after the beginning of the Payment Period, the ENGINEER may, after giving seven (7) calendar days' prior written notice to the CITY, suspend Services under this Contract until the ENGINEER has been paid, in full, amounts due it for Services and expenses. Any portion of an Invoice that is objected to or questioned by the CITY in accordance with Subsection 5.3 shall not be considered due for the purposes of this Subsection.

5.7. Overtime

Overtime will be paid by the CITY only if authorized in advance by the CITY's Project Manager for work to be performed to meet a particular deadline for which there is insufficient time to accomplish the task during normal hours, through no fault of the ENGINEER.

5.8. Scope, Cost and Fee Adjustment

5.8.1. General. The CITY may at any time notify the ENGINEER of requested changes to the scope of Services as set forth in this Contract. The notification shall state the scope modification and an adjustment of the Fee specified in Exhibit II to reflect such modification. The Fee adjustment due to modification in the scope of Services may be calculated utilizing the same method of compensation applicable to the Contract prior to the scope modification. The ENGINEER and the CITY understand that, unless the Fee adjustment is within a previously approved budget, any change to the scope of Services must be approved or authorized by the CITY. If the Fee adjustment is within a previously approved budget to the scope of Services for the overall Project, the change may be approved in writing by the CITY's Project Manager.

5.8.2. Scope Reduction. The Project Manager shall have the right to reduce (or eliminate, in whole or in part) the scope of the Project at any time and for any reason, upon written notice to the ENGINEER specifying the nature and extent of the reduction. In such event the ENGINEER shall be fully compensated for the Services already performed. The ENGINEER shall also be compensated for the Services remaining to be done and not reduced or eliminated on the Project, and payment to the ENGINEER for revising the Project documents shall be made pursuant to an amendment to this Contract.

5.8.3. Scope Suspension. The Project Manager may, at any time and for any reason, direct the ENGINEER to suspend work (in whole or in part) under this Contract. Such direction shall be in writing, and shall specify the period during which Services shall be stopped. The ENGINEER

shall resume its Services upon the date specified, or upon such other date as the Project Manager may thereafter specify in writing. The period during which the Services are stopped by the CITY shall be added to the term; provided, however, that any work stoppage not approved or caused by the action or inaction of the CITY shall not give rise to any claim against the CITY by the ENGINEER. The CITY agrees to compensate the ENGINEER for his reasonable and provable costs, including demobilization, remobilization, and Subconsultant expenses incurred attributable to any delay approved or caused by the actions or inaction of the CITY.

5.9. Termination

Upon the termination of this Contract, the ENGINEER shall prepare a final and complete Payment Statement for all Services and Fees incurred since the posting of the last Payment Statement, and through the date of termination. The final Payment Statement shall be subject to all of the provisions described in this Section 5.

5.10. Final Payment

The acceptance by the ENGINEER, its successors, or assigns, of any final Payment due upon the termination of this Contract, shall constitute a full and complete release of the CITY from any and all claims or demands regarding further compensation for authorized Services rendered prior to such final Payment that the ENGINEER, its successors, or assigns have or may have against the CITY under the provisions of this Contract, unless otherwise previously and properly filed pursuant to the provisions of this Contract, or in a court of competent jurisdiction. This Subsection does not affect any other portion of this Contract that extends obligations of the parties beyond final Payment.

5.11 Consultant's Estimate of Probable Construction Cost.

5.11.1 General.

If the CITY requests that a Project construction cost estimate be given by the ENGINEER as part of preliminary or final design Services, then the ENGINEER shall develop an ENGINEER's estimate of probable construction cost at such points in the design phase as defined herein or in the Scope of Services. The construction cost of the Project (Construction Cost Estimate) means the estimated total cost to the CITY by contractors for the construction of those portions of the entire Project designed and specified by the ENGINEER. The Construction Cost Estimate shall only include construction costs from contractors for construction work and materials and will not include other non construction costs such as the ENGINEER's compensation and expenses, the cost of land rights-of-way, or compensation for or damages to properties, nor will it include the CITY's legal, accounting, insurance-counseling, or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other non-construction services to be provided by others to the CITY. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractors' methods of determining prices, or over competitive bidding or market conditions, the ENGINEER's opinions of Construction Cost Estimate provided for hereinabove are to be made on the basis of the ENGINEER's experience and qualifications, and represent the ENGINEER's best judgment as an experienced and qualified professional which is familiar with the construction industry; but the

ENGINEER cannot and does not guarantee that proposals, bids or actual Construction Costs will not vary from opinions of probable cost prepared by the ENGINEER.

5.11.2 Construction Cost.

5.11.2.1 The acceptance by the CITY at any time during the provision of Services of a revised opinion of Construction Cost Estimate in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost Estimate limit to the extent indicated in such revised opinion.

5.11.2.2 If a Construction Cost Estimate is established, the ENGINEER will be permitted, with review and approval by the CITY, to determine what types of materials, equipment and component systems are to be included in the drawings and specifications and to make reasonable adjustments in the general scope, extent and character of the Project to bring it within the cost estimate.

5.11.2.3 If the lowest bona fide proposal or bid exceeds the established Construction Cost Estimate by 15%, but less than 25%, the CITY may, (1) give written approval to increase such Construction Cost Estimate, (2) authorize negotiating or rebidding of the Project within a reasonable time, or (3) cooperate in revising the Project's general scope, extent or character to the extent consistent with the Project's requirements and with sound professional practices. In the case of (3), the ENGINEER shall modify the drawings and specifications as necessary to bring the construction cost within the Construction Cost Estimate. In lieu of other compensation for Services in making such modifications, the CITY shall pay the ENGINEER's cost of such Services, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to the ENGINEER on account of such Services; and the ENGINEER's providing these modification Services shall be the extent of the ENGINEER's cost-estimating liability as memorialized in this Subsection.

5.11.2.4 If the lowest bona fide proposal or bid exceeds the established Construction Cost Estimate by 25% or more, the CITY may, (1) give written approval to increase the Construction Cost Estimate, (2) authorize negotiations or rebidding of the Project within a reasonable time, or (3) cooperate in revising the Project's general scope, extent or character to the extent consistent with the Project's requirements and with sound professional practices. In the case of (3), the ENGINEER shall modify the drawings and specifications as necessary to bring the construction cost within the Construction Cost Estimate at no cost to the CITY.

SECTION 6 SETTLEMENT OF CLAIMS

The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Contract, or any breach hereof, as well as the venue for any litigation between the parties, shall be Orange County, Florida.

SECTION 7 TERMINATION

7.1. General

This Contract may be terminated by the mutual agreement of the parties or as may otherwise be provided in Section 7.2 below. In the event of the termination of this Contract, any liability of one party to the other arising out of any Services rendered, or any act or event occurring prior to the termination, shall not be terminated or released.

7.2. Failure to Perform or for the Convenience of the CITY

In addition to any other termination provisions that may be provided in this Contract, the CITY may terminate this Contract in whole or in part if the ENGINEER substantially fails to perform any obligation under this Contract and does not remedy the failure within twenty (20) calendar days after receipt by the ENGINEER of written demand from the CITY to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within twenty (20) calendar days, in which case the ENGINEER shall have such time as is reasonably necessary to remedy the failure, provided the ENGINEER promptly takes and diligently pursues such actions as are necessary therefor. The CITY may also, at its convenience, terminate this Contract upon twenty (20) calendar days notice to the ENGINEER. The ENGINEER may terminate this Contract if the CITY substantially fails to perform any obligation under this Contract, and does not remedy the failure within twenty (20) calendar days after receipt by the CITY of written demand from the ENGINEER to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within twenty (20) calendar days, in which case the CITY shall have such time as is reasonably necessary to remedy the failure, provided it promptly takes and diligently pursues such actions as are necessary therefor.

7.3. Payment Upon Termination

Upon the termination of this Contract, the CITY shall pay ENGINEER for Services actually rendered and contracted for under this Contract, and those reasonable and provable Fees actually incurred by ENGINEER for Services prior to the effective date of termination. Such payments, however, shall be, 1) reduced by an amount equal to any additional costs incurred by the CITY as a result of the termination if the Contract is terminated for cause by the CITY or 2) increased by an amount equal to the reasonable and provable expenses incurred by ENGINEER (lost profit and overhead shall not be included) to conclude its Services that are directly attributable to the termination, and for which ENGINEER is not otherwise compensated if the Contract is terminated for the convenience of the CITY.

7.4. Delivery of Materials Upon Termination

In the event of termination of this Contract by the CITY, prior to the ENGINEER's satisfactory completion of all the Services described or alluded to herein, the ENGINEER shall promptly furnish the CITY, at no additional cost or expense, with one (1) copy of the following items

(Documents), any or all of which may have been produced prior to and including the date of termination: data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, CD-ROM design files, record drawings; and any and all other documents, instruments, information, and materials (whether or not completed) generated or prepared by the ENGINEER, or by any Subconsultant, in rendering the Services described herein, and not previously furnished to the CITY by the ENGINEER pursuant to this Contract. The Documents shall be the sole property of the CITY, and the CITY shall be vested with all rights provided therein of whatever kind and however created. The ENGINEER shall also require that all such Subconsultants agree in writing to be bound by the provisions of this Subsection.

SECTION 8 MATERIALS, REUSE OF DOCUMENTS, AND CONFIDENTIALITY

8.1 General

One reproducible copy of all data, inspectors' reports, job files, test reports, copies of shop drawings, construction photographs, cost control and scheduling data, computer printouts, Contractors' submittals, summaries, memoranda, CD-ROM design files, CD-ROM design files as modified by as-built information; and other documents, instruments, information, and materials (whether or not completed) generated or prepared by the ENGINEER (Written Work) especially for the Services rendered hereunder; shall be supplied to the CITY (at the CITY's request during the term of the Contract, upon termination, and with the ENGINEER's final payment Invoice) by the ENGINEER, and at the CITY's cost. The final work product of all such materials (e.g., signed and sealed plans and specifications which record design and/or as-built conditions in written and CD-ROM formats; studies; analyses; and so forth), along with all formal ENGINEER/CITY correspondence concerning the Project (e.g. letters, tapes, memoranda, etc.) shall be the sole property of the CITY. All materials described above shall be retained by the ENGINEER for the longer of the period set forth in Section 5.5 above or the statutory period for claims (§95.11, Fla. Stat., as it may be from time-to-time amended). The Written Work shall be a "work made for hire" and the CITY shall be vested with all rights of ownership of the Written Work whatever kind and however created that may be in existence thereto.

8.2 Reuse of Documents

Any use by the CITY of such materials described in Subsection 8.1 in connection with a project other than that for which such materials were prepared, without the prior written consent of the ENGINEER, shall be at the CITY's sole risk, and the ENGINEER shall have no responsibility or liability related thereto, except in those instances which the ENGINEER is re-employed by the CITY for that other project.

SECTION 9 NOTICES

All notices denominated as such by this Contract, or the City Code, or Florida law, required to be given to the ENGINEER hereunder shall be in writing, and shall be given by hand-delivery or United States mail, postage prepaid, addressed to:

Mitesh K. Smart, President
Milan Engineering, Inc.
925 South Semoran Boulevard, Suite 100
Winter Park, Florida 32792

All notices required to be given to the CITY shall be in writing, and shall be given by hand-delivery or United States mail, postage prepaid, to the Director and the City's Chief Procurement Officer, separately, at:

Richard Howard, P.E.
Public Works Director
City of Orlando
City Hall, 8th Floor
400 South Orange Avenue
Orlando, Florida, 32801

With a copy to:

David Billingsley, CPSM, C.P.M.
Chief Procurement Officer
City of Orlando
City Hall, 4th Floor
400 South Orange Avenue
Orlando, Florida, 32801

Either party may change its address, for the purposes of this Subsection, by written notice to the other party given in accordance with the provisions of this Subsection.

SECTION 10 CONFLICTS OF INTEREST

The ENGINEER represents and warrants unto the CITY that no officer, employee, or agent of the CITY has any interest, either directly or indirectly, in the business of the ENGINEER to be conducted hereunder. The ENGINEER further represents and warrants to the CITY that it has not employed (or retained for a commission, percentage, brokerage, contingent fee, or other consideration) any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this Contract, and that it has not paid, or agreed to pay, or given or offered any fee, contribution, donation, commission, percentage, brokerage, consideration, gift, loan, or anything of value (Value) to any person, company, corporation, individual,

organization, or firm, other than bona fide Personnel working solely for the ENGINEER, in connection with, consideration for, or contingent upon, or resulting from the award or making of this Contract. Further, the ENGINEER also acknowledges that it has not agreed, as an expressed or implied condition for obtaining this Contract, to employ or retain the services of any person, company, individual or firm in connection with carrying out this Contract. It is absolutely understood and agreed by the ENGINEER that, for the breach or violation of this Subsection, the CITY shall have the right to terminate this Contract without liability and at its sole discretion, and to deduct from the contract price, or to otherwise recover, the full amount of any Value paid by the ENGINEER.

SECTION 11 WAIVER OF CLAIM

The ENGINEER and the CITY hereby mutually waive any claim against each other, their elected or appointed officials, agents, and employees, for any loss of anticipated profits caused by any suit or proceedings brought by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or by any judgment or award in any suit or proceeding declaring this Contract null, void, or voidable, or delaying the same, or any part thereof, from being carried out.

SECTION 12 CITY REPRESENTATIVE

The CITY's Director of Public Works or any of his authorized designee(s) for the Project, including but not limited to the Project Manager, may act as the CITY's agent with respect to the Services to be rendered by the ENGINEER hereunder, and, except as expressly set forth below, shall have full authority to take all actions on behalf of the CITY related to this Contract, including but not limited to transmitting all instructions, receiving information, notifying ENGINEER of any breaches of this Contract or improperly performed work, and communicating the CITY's policies and decisions to the ENGINEER. The CITY's Director of Public Works authority to act shall be in addition to any authority granted to specific CITY employees in other sections of this Contract. Any action that may be taken by the CITY's Director of Public Works or his designee related to this Contract, may also be taken by the CITY's Chief Procurement Officer or his designee. Notwithstanding the preceding, any final action by the CITY to terminate this Contract in whole, whether for cause or convenience, may only be taken by the CITY's Chief Procurement Officer or his designee; provided, however, that nothing herein shall be deemed to preclude the Director of Public Works or his designee from suspending work or terminating work, in whole or in part, under a particular Services Authorization.

SECTION 13 ENGINEER'S PROJECT TEAM

The ENGINEER shall assign members of its staff as the ENGINEER's Principal-in-Charge, Project Manager and Key Personnel (Project Team), who shall collectively devote such working time and attention as may be reasonably required to ensure that the Services are properly, economically, and efficiently performed. The ENGINEER shall indicate to the CITY the

authority and powers that the ENGINEER's Project Team shall possess during the life of the Project. The ENGINEER agrees that the CITY shall have the right to approve the ENGINEER's Project Team, and that the ENGINEER shall not change any member of its Key Personnel without written notice to the CITY. Furthermore, if any member of the ENGINEER's Project Team is removed from his Project duties, or his employment is otherwise terminated or curtailed by the ENGINEER, or if the ENGINEER's Project Team member terminates his employment with the ENGINEER, then the ENGINEER shall promptly replace its Project Team member with a person of comparable experience and expertise, who shall also be subject to the CITY's approval. The CITY covenants that its approval shall not be unreasonably withheld.

SECTION 14 INDEMNIFICATION AND INSURANCE

14.1. Indemnification

14.1.1 ENGINEER's Indemnification of CITY. The ENGINEER shall indemnify and hold harmless the CITY, employees and officers, from liabilities, damages, losses and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the ENGINEER and other persons employed or utilized by the ENGINEER in the performance of the Contract. This provision shall survive the expiration or termination of the Contract.

14.2. Insurance

14.2.1 General.

ENGINEER and its Subconsultants of all tiers will be required at their own expense to maintain in effect at all times during the performance of Services insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to the CITY. It shall be the responsibility of the ENGINEER to maintain the required insurance coverages and to assure that Subconsultants maintain required insurance coverages at all times. Failure of ENGINEER to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and CITY's approval of insurance coverage to be maintained by ENGINEER and its Subconsultants are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the ENGINEER and its Subconsultants under a contract. Any insurance carried by the CITY that may be applicable shall be deemed to be excess insurance and the ENGINEER's insurance primary for all purposes despite any conflicting provision in the ENGINEER's policies to the contrary. Failure of the ENGINEER or its Subconsultants to maintain insurance as specified herein or to otherwise comply with the provisions of this Section 14.2 shall be grounds for termination of this Contract as specified in Section 7.

14.2.2 Certificates of Insurance.

Prior to commencing work, and as a condition precedent to the ENGINEER's and its Subconsultants' initiation of performance, the ENGINEER and its Subconsultants shall furnish the CITY with certificates of insurance as evidence that policies providing the required coverage

and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than thirty (30) days advance notice in writing to the CITY prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than ten (10) days advance notice in writing shall be required). In addition, the ENGINEER shall immediately provide written notice to the CITY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type (except the Errors and Omissions policy).

14.2.3. Additional Insureds.

All insurance coverages furnished except Professional Liability, Workers' Compensation and Employers' Liability shall include the CITY and its officers, elected officials, and employees as additional insureds with respect to the activities of the ENGINEER and its Subconsultants. The CITY shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

14.2.4 Waiver of Subrogation.

The ENGINEER and its subconsultants shall require their insurance carriers, with respect to all insurance policies except the Errors and Omissions policy, to waive all rights of subrogation against the CITY, its officers, elected officials, agents and employees and against other contractors and subcontractors.

14.2.5 Types of Coverage to be Provided.

The ENGINEER (and its Subconsultants to the same extent and on the same terms as set forth below for ENGINEER) shall maintain the following coverages and furnish the certificate(s) of insurance on the policies and renewals thereof which indicate that insurance coverage has been obtained meeting the requirements of the contract:

14.2.5.1 Workers' Compensation and Employer's Liability.

This insurance shall protect the ENGINEER against all claims under applicable state workmen's compensation laws. The ENGINEER shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" or "other states" endorsement. Exemption certificates shall be accepted if valid during the term of the contract, but only for those eligible corporate officers pursuant to Chapter 440 of the Florida Statutes. Proof of workers' compensation coverage must still be provided for all employees, sub-contractors not eligible for exemption. The liability limits shall not be less than:

Workers' compensation: Statutory
Employer's Liability: \$100,000 each occurrence

14.2.5.2 Comprehensive Automobile Liability.

This insurance shall be written in comprehensive form and shall protect the ENGINEER and the additional insureds against all claims for injuries to members of the public and damage to

property of others arising from the use of motor vehicle, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than:

Bodily injury and	\$1,000,000 combined single
Property damage:	limit each occurrence

14.2.5.3 Commercial General Liability.

This insurance shall be an "occurrence" type policy (excluding automobile liability) written in comprehensive form and shall protect the ENGINEER and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the CITY or others arising out of any act or omission of the ENGINEER or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a "contractual liability" endorsement to insure the contractual liability assumed by the ENGINEER under this Contract with the City, and "completed Operations and Products Liability" coverage (to remain in force for 2 years after final payment and subsequent to project completion). If the ENGINEER's work, or work under its direction, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property. The liability limits shall not be less than:

Bodily injury and	\$1,000,000 combined single
Property damage:	limit each occurrence

14.2.5.4 ENGINEER's Errors and Omissions Policy.

The ENGINEER shall also purchase, maintain, and keep in full force, effect, and good standing, a professional liability/errors and omissions insurance policy having minimum limits of \$1,000,000, with a maximum deductible of \$100,000, or the ENGINEER shall provide the CITY with policy coverage wherein the insurer agrees to pay claims (up to the limits of coverage), and will thereafter recover the deductible from the insured-ENGINEER. The errors and omissions policy shall be in effect and shall insure the ENGINEER's performance on CITY projects.

14.2.6 City's Right to Inspect Policies.

The ENGINEER shall, upon thirty (30) days' written request from the CITY, deliver copies to the CITY, or make copies available for the CITY's inspection in Orange County, Florida, of any or all insurance policies that are required in this Contract. If the ENGINEER fails to deliver or make such copies available to the CITY; or, if the ENGINEER fails to obtain new insurance or have a previous insurance policy reinstated or renewed; or, if the ENGINEER fails in any other regard to obtain coverage sufficient to meet the terms and conditions of this Contract; then the CITY may, at its sole option, terminate this Contract for cause pursuant to the terms and conditions of Section 7.

SECTION 15 MISCELLANEOUS PROVISIONS

15.1. Local, State and Federal Obligations

15.1.1. Discrimination. The ENGINEER, for itself, its successors-in-interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that, 1) in the furnishing of Services to the CITY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Contract on the grounds of such person's race, color, creed, national origin, disability, religion, sex, or sexual orientation; and 2) the ENGINEER shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and as such rules, regulations, or guidelines may be from time to time amended. In the event of a breach of any of the nondiscrimination covenants described in this Subsection, the CITY shall have the right to terminate this Contract, without liability, as described above, and such right shall not be exercised unreasonably.

15.1.2. Compliance with Law. The ENGINEER and its employees shall promptly observe, comply with, and execute the provision of any and all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, orders, mandatory guidelines, and mandatory directions, which may pertain or apply to the Services that may be rendered hereto, or to the wages paid by the ENGINEER to its employees. All design plans and specifications prepared by the ENGINEER as part of its Services shall comply with the federal Americans With Disabilities Act, Florida Americans With Disabilities Accessibility Implementation Act, and regulations and guidelines applicable thereto, all as may be from time to time amended. The ENGINEER shall also require, by contract, that all Subconsultants shall comply with the provisions of this Subsection. The CITY shall also reimburse the ENGINEER for all reasonable costs related to such compliances as outlined in this Subsection.

15.1.3. Licenses. The ENGINEER shall, during the life of this Contract, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and other permits, and other authorizations as are required by local, state, or federal law, in order for the ENGINEER to render its Services or work as described herein. The ENGINEER shall also require all Subconsultants to comply by contract with the provisions of this Subsection.

15.1.4. Compliance With New Regulations. The ENGINEER agrees that at such time as the local, state, or federal agencies modify their grant procedures in order for the CITY or the ENGINEER to qualify for local, state, or federal funding for the Services to be rendered by the ENGINEER, then the ENGINEER shall consent to and make such modifications or amendments in a timely manner. If the ENGINEER is unable to comply with applicable local, state, or federal laws and regulations governing the grant of such funds for Services to be rendered herein, then the CITY shall have the right, by written notice to the ENGINEER, to terminate this Contract without liability, as outlined in Section 7, above. Furthermore, if the ENGINEER's compliance with such laws, regulations, rules, or procedures causes a material change to a term or condition of this Contract, then the CITY agrees, upon sufficient proof of material changes as

may be presented to it by the ENGINEER, to attempt to negotiate an amendment to the Contract with the ENGINEER.

15.1.5. License Fee and Royalties. The ENGINEER agrees that any invention, design, process, product, device, proprietary system, or proprietary process for which an approval (of any type) may be necessary, shall be paid for by the CITY, but shall be secured by the ENGINEER (or, at the ENGINEER's direction, by the contractor or Subconsultant during the ENGINEER's construction phase services).

15.2. Engineer Not Agent of City

The ENGINEER is not authorized to act as the CITY's agent hereunder and shall have no authority, expressed or implied, to act for or bind the CITY hereunder, either in ENGINEER's relations with Subconsultants, or in any other manner whatsoever except as elsewhere provided for in this Contract.

15.3. Subconsultants

15.3.1. General. The ENGINEER shall have the right, conditioned upon the CITY's prior consent, which shall not be unreasonably withheld, to employ other firms, consultants, contractors, subcontractors, and so forth (Subconsultants); provided, however, that the ENGINEER shall, 1) inform the CITY as to what particular Services the Subconsultants shall be employed to do; 2) inform the CITY as to what extent (what percentage) of the total Project Services each Subconsultant shall be employed to do; 3) be solely responsible for the performance of all of its Subconsultants, including but not limited to their maintenance of schedules, correlation of Services, or both of these things, and the resolution of all differences between them; 4) promptly terminate the use and services of any Subconsultants upon written request from the CITY (which may be made for the CITY's convenience); 5) promptly replace each such terminated Subconsultant with a Subconsultant of comparable experience and expertise; 6) cause a Subconsultant to remove any employee(s) from a Project as the CITY shall request (again for the CITY's convenience); and 7) assure that such employee(s) shall be promptly replaced by other employee(s) of comparable experience and expertise and who are otherwise acceptable to the CITY. After the Subconsultant has received notice of the termination, or two (2) business days after the CITY has notified the ENGINEER in writing of the required termination of the Subconsultant or the Subconsultant's employee, whichever shall occur first, the CITY shall have no obligation to reimburse the ENGINEER for the Services subsequent to the notice of termination of any Subconsultant or employee who may be terminated pursuant to the provision of this Subsection; provided, however, that the CITY shall reimburse the ENGINEER for the ENGINEER's reasonable and provable Subconsultant demobilization or remobilization costs, as defined in Subsection 7.3 if the Subconsultant is terminated for convenience; and provided, further, that the ENGINEER shall receive no reimbursement for demobilization costs if a Subconsultant is terminated for cause. It is also understood that the CITY does not, by accepting a Subconsultant, warrant or guarantee the reliability or effectiveness of that entity's performance.

15.3.2. **Work Outside Scope and Time of Payment.** The CITY shall have no obligation to reimburse the ENGINEER for the services of any Subconsultant that may be in addition to the Services, or for those Subconsultant Services not previously made known to the CITY, or that are otherwise outside of the scope of the Project unless and until the CITY has given written approval of such reimbursement. The CITY shall have no liability or obligation to the ENGINEER for Services rendered by a Subconsultant pursuant to any Engineer-Subconsultant agreement, and the ENGINEER also agrees to pay all such Subconsultants for their Project-related Services within thirty (30) calendar days after the ENGINEER's receipt of payment, from the CITY, for work performed by the Subconsultants, unless such payment is disputed by the ENGINEER, and the CITY receives written notice thereof.

15.3.3. **Subconsultant Contracts.** The ENGINEER shall provide a copy of all relevant provisions of this Contract to all Subconsultants hired by it, or for which it may have management responsibilities and shall inform all Subconsultants that all Services performed hereunder shall strictly comply with the Contract terms and provisions. The ENGINEER shall also furnish the CITY, upon demand, with a copy of all ENGINEER Subconsultant contracts.

15.4. Assignment and Delegation

The CITY and the ENGINEER bind themselves and their partners, successors, executors, administrators, and assigns, to the other party of this Contract in respect to all duties, rights, responsibilities, obligations, provisions, conditions, and covenants of this Contract; except that the ENGINEER shall not assign, transfer, or delegate its rights or duties, or both of these things, in this Contract without the prior consent of the CITY. The CITY has the absolute right to withhold such consent at its convenience, and, furthermore, if the ENGINEER attempts to assign, transfer, or delegate its rights or duties in violation of these provisions without the CITY's consent, then the CITY may terminate this Contract as a breach of contract by the ENGINEER and a failure by the ENGINEER to substantially perform its obligations hereunder, and any such assignment shall be null, void, and of no legal effect whatsoever. The CITY shall have the right to assign its rights (or any part of them) or to delegate its duties and obligations (or any part of them) to another entity that shall be bound by all applicable terms and conditions as provided in this Contract.

15.5. Audits

15.5.1. **Periodic Auditing of ENGINEER'S Books.** The Books may (but need not) be kept separate and apart from the ENGINEER's other books; but the CITY shall have the right, at any reasonable time and through any of its designated agents or representatives, to inspect and audit the Books for the purpose of verifying the accuracy of any Payment Statement or Completion Report. In lieu of the above and upon request of the CITY, the ENGINEER shall prepare an audit (for the most recent fiscal year) for the CITY, which shall include the ENGINEER's paid salary, fringe benefits, general and administrative overhead costs, and the total amount of money paid by the CITY to the ENGINEER. The Fiscal Report shall be certified as true and correct by, and shall bear the signature of, the ENGINEER's chief financial officer or its certified public accountant.

15.5.2. Overcharge. If it is established by the audit, or by any other means, that the ENGINEER has over-billed or overstated its Fees (Overcharge) to the CITY, then the amount of any Overcharge shall be refunded by the ENGINEER, together with the CITY's reasonable and provable costs (including the auditing expenses) in discovering the Overcharge and effecting its repayment.

15.5.3. Retention of Books. Unless a longer time is required by any federal, state, or other governmental law, regulation, policy, or grant requirement, the ENGINEER shall retain the Books, and make them available to the CITY as specified above, for the longer of (i) five (5) years following Final Payment or termination of this Contract, whichever is later, or (ii) the conclusion of all audits and litigation (including all appeals) related to this Contract.

15.6. Prohibition Against Contingent Fees

The ENGINEER warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER to solicit or secure this Contract, and that he has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.

15.7. Entire Agreement

This Contract, including the Exhibits hereto, constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements.

15.8. Truth-in-Negotiations

The ENGINEER shall execute a Truth-in-Negotiation Certificate in the form attached hereto and made a part hereof, by reference, as Exhibit IV. It is agreed by the ENGINEER that the Project Fee, and any additions thereto, shall be adjusted to exclude any significant sums [plus interest at one percent (1%) per month simple interest on the sums, from the date of payment by the CITY] by which the CITY determines that the Fee was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

15.9. Amendment

This Contract may be amended or modified only by a written instrument duly authorized and executed by the parties.

15.10. Validity

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida, only. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the

remaining provisions of this Contract, which shall remain in full force and effect. To that extent, this Contract is deemed severable.

15.11. Headings

The headings of the Sections or Subsections of this Contract are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such Sections or Subsections.

15.12. Timeliness

The City and the ENGINEER acknowledge and understand that time is of the essence in this Contract.

15.13. Force Majeure

The parties acknowledge that adverse weather conditions, acts of God, or other unforeseen circumstances of a similar nature, may necessitate modifications to this Contract, such modifications to include, but not limited to the Project's Services, term, and Fee. If such conditions and circumstances do in fact occur, then the CITY and ENGINEER shall mutually agree, in writing, to the modifications to be made to this Contract.

15.14. Rights Cumulative; No Waiver

No right or remedy herein conferred upon or reserved to either party hereto is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of a default hereunder. The failure of either party hereto to insist, at any time, upon the strict observance or performance of any of the provisions of this Contract, or to exercise any right or remedy as provided in this Contract, shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this Contract to the parties hereof may be exercised from time to time and as often as may be deemed expedient by the parties hereto, as the case may be.

15.15. Public Entity Crime

Any person or affiliate, as defined in 287.133 of the *Florida Statutes*, shall not be allowed to contract with the CITY, nor be allowed to enter into a subcontract for work on this Contract, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date this Contract was advertised for proposals, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date this Contract was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any Contract with the CITY obtained in violation of this Section shall be subject to

termination for cause. A Subconsultant who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a Subconsultant acceptable to the City.

15.16. MBE/WBE Participation

15.16.1. Chapter 57, Articles II and III, of the Orlando City Code, establishes goals of 18% and 6%, respectively, of the CITY's annual monetary value of contracts for supplies, services and construction to be awarded to Minority Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE).

15.16.2. The ENGINEER agrees to make a good faith effort to provide that 18% of the dollar amount of the Contract is performed by MBEs and 6% of the dollar amount of the Contract is performed by WBEs. MBE and WBE participation is set forth in the exhibits hereto.

15.16.3. The ENGINEER may, under limited circumstances, substitute a MBE or WBE firm. However, substitution shall only be allowed upon good cause shown as determined by the CITY's MBE Coordinator. The ENGINEER must receive written approval of the MBE Coordinator before substitution will be allowed. Failure to comply shall result in the CITY imposing penalties on the ENGINEER; such penalties may include suspension or debarment from obtaining future CITY contracts.

15.16.4. The ENGINEER shall submit monthly reports in a form acceptable to the CITY to the MBE Office, 400 South Orange Avenue, 5th Floor, Orlando, Florida 32801, documenting compliance with this Contract. The initial report shall be submitted within ten (10) days after the execution of the Contract and shall include the names of participating MBE/WBEs and the MBE/WBE Subconsultant or joint venture dollar amounts. The initial report shall also include copies of all MBE/WBE Subconsultant or joint venture contracts. Subsequent reports shall include documentation on the number of hours worked and the tasks performed by the Subconsultants.

15.16.5. Should the scope of Services herein be increased, the ENGINEER agrees to make a good faith effort to include MBE/WBE participation in the increased Services. Such participation should be in accordance with the MBE/WBE percentages stated above.

15.16.6. There shall be no third party beneficiaries of the Minority Business Enterprise or Women-Owned Business Enterprise provisions of this Contract. The CITY shall have the exclusive means of enforcement of the MBE/WBE Ordinance and contract terms. No right of action for non-signatories of the Contract is intended or implied. The CITY is the sole judge of compliance and whether a good faith effort has been made under the Ordinance and the Contract.

15.17. Non-Exclusive Contract.

This Contract is non-exclusive agreement between the parties. It is understood and acknowledged that the rights granted herein to the ENGINEER are non-exclusive, and the CITY shall have the right, at any time, to enter into similar agreements with other engineers, architects,

landscape architects, planners, consultants, contractors, subconsultants, and so forth, to have them perform such professional services as the CITY may desire.

IN WITNESS WHEREOF, this Contract has been fully executed on behalf of the parties hereto and by its duly authorized representatives, as of the date first written above.

City of Orlando, Florida

By: _____
David Billingsley, CPSM, C.P.M.
Chief Procurement Officer

Date: _____, 20____

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

_____, 20____.

Assistant City Attorney
Orlando, Florida

Milan Engineering, Inc.

By: _____

Print Name: _____

Title: _____

STATE OF FLORIDA }

COUNTY OF _____ }

PERSONALLY APPEARED before me, the undersigned authority,
_____, [] well known to me or [] who has produced a
_____ as identification, and known by me to be the
_____ of the corporation named above, and acknowledged
before me that he/she executed the foregoing instrument on behalf of said corporation as its true
act and deed, and that he/she was duly authorized to do so.

WITNESS my hand and official seal this ____ day of _____,
20__.

NOTARY PUBLIC
My Commission Expires:

TRUTH-IN-NEGOTIATION CERTIFICATE

ENGINEER hereby certifies that all wage rates, and any and all other unit costs supporting the compensation to be paid to the ENGINEER pursuant to this Contract for the Work and Services as set forth herein, are accurate, complete, and current at the date of the Contract's execution.

Milan Engineering, Inc.

By: _____

(Type or Print Name)

(Title)

STATE OF FLORIDA }

COUNTY OF _____ }

PERSONALLY APPEARED before me, the undersigned authority,
_____, [] well known to me or [] who has produced a
_____ as identification, and known by me to be the
_____ of the corporation named above, and acknowledged before
me that he/she executed the foregoing instrument on behalf of said corporation as its true act and
deed, and that he/she was duly authorized to do so.

WITNESS my hand and official seal this _____ day of _____,
20__.

NOTARY PUBLIC
My Commission Expires:

EXHIBIT IV



EXHIBIT-I Scope of Services

GENERAL PROJECT DESCRIPTION

The intent of this project is to perform electrical system upgrades to several areas at the City of Orlando Iron Bridge Water Reclamation Facility. The table below indicates each area where this work is to be performed along with a number and abbreviation which will be used for each area. A map of the entire site is shown in Attachment B.

No.	Area/Building Name	Abbreviation
1	Administration	ADMIN
2	Master Pump Station	MPS
3	Deep Bed Blowers	DBB
4	Deep Bed Filters	DBF
5	Bardenpho – Phase II	BP2
6	Bardenpho – Phase III	BP3
7	Maintenance	MAINT
8	Warehouse	WH
9	Post Treatment Area (Includes Chlorine, SO ₂ , Non Potable Water Buildings)	PT
10	Solids Handling	SH
11	Plant Blowers	PBB
12	Power Generation	PG

A general scope of work for each area is indicated below:

a. ADMINISTRATION BUILDING (1)

- i. Existing electrical room is inadequate in size and currently does not meet code required working space clearances and exits. Basic scope will involve a new electrical room, switch gear
- ii. Current admin building is fed from (2) separate transformers/ main circuits.

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- iii. Admin building contains the Scada core network and testing labs which require a constant + back-up power source.
- iv. Milan is to verify best option for the project. (Either expansion/ modification of the existing facility as previously proposed, or a new electrical house separated from the main admin building. Costs are to be considered as well as schedule, and downtime minimization).
- v. *A portable generator connection shall be located close to the main roadway. A manual transfer switch connected to this feeder shall be located within the electrical room/area.*
- vi. The Lab space is critical, and although operates on 8-hour day, must have power for process equipment/ freezers/ etc.
- vii. No future expansion of the Admin Building is planned by the City.

b. MASTER PUMP STATION (2)

- i. *A portable generator connection is suggested to be located on existing pad, where existing conduits lead to existing ATS being used for "portable generator connection". No Manual transfer switch is required.*
- ii. Verify switchgear upgrades previously proposed by Eaton (James Kronowweather) – changing the main and tie breakers to “draw-out” style breakers.
- iii. One side of the entire pump station must run continuously without interruption. Provide necessary TEMP equipment.

c. DEEP BED BLOWERS BUILDING (3)

- i. Replace all gear in building
- ii. Look at different options for gear replacement to allow better serviceability and a more reliable construction phasing
- iii. *A portable generator connection shall be located close to the main roadway. A manual transfer switch connected to this feeder shall be located within the electrical room/area. (look at options)*

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- iv. Look at options to incorporate all equipment into a single gear package
 - v. Currently been having some issues with 150 HP VFDs. Possibly incorporate this replacement into the single gear.
 - vi. The process area major equipment consist of three pumps and three blowers. Having just three components of each type doesn't divide well from a redundancy standpoint. There is a need to provide better than 1:2 split (just one component on one section of gear and the other two components on the other section) related to dual/split feed options for redundancy purposes. This will need to be explored.
- d. DEEP BED FILTERS BUILDING (4)
- i. Currently has a single 480V feed only.
 - ii. *A portable generator connection shall be located close to the main roadway. A manual transfer switch connected to this feeder shall be located within the electrical room/area.*
 - iii. Replace existing MCC with 4-pole ATS/ Panelboards and Dry transformers.
- e. BARDENPHO – PHASE-2 (5)
- i. Replace/ upgrade existing electrical service with main-tie-main
 - ii. *A portable generator connection shall be located close to the main roadway. A manual transfer switch connected to this feeder shall be located within the electrical room/area.*
 - iii. Three out of four trains must run continuously.
 - iv. 2 weeks are required to switch trains.
 - v. 2-hours max shut down of power is allowable when switching trains.
- f. BARDENPHO – PHASE-3 (6)
- i. Replace/ upgrade existing electrical service with main-tie-main
 - ii. *A portable generator connection shall be located close to the main roadway. A manual transfer switch connected to this feeder shall be*

located within the electrical room/area Three out of four trains must run continuously.

- iii. 2 weeks are required to switch trains.
- iv. 2-hours max shut down of power is allowable when switching trains.

g. MAINTENANCE BUILDING (7)

- i. *Provide new ATS. (Maintenance and Warehouse Buildings can be combined into one ATS replacement, since the warehouse and maintenance services are feed from the same transformers. There is no need for 2 ATS units. Relocate warehouse service feed from existing exterior ATS to existing maintenance building service inside electrical room and replace existing ATS in Maintenance Building electrical room)*
- ii. *A portable generator connection shall be located close to the main roadway. A manual transfer switch connected to this feeder shall be located within the electrical room/area*
- iii. Day shift must have power. Can have loss of power during nights/weekends.

h. WAREHOUSE BUILDING (8)

- i. *Provide new ATS (Maintenance and Warehouse Buildings can be combined into one ATS replacement, since the warehouse and maintenance services are feed from the same transformers. There is no need for 2 ATS units. Relocate warehouse service feed from existing exterior ATS to existing maintenance building service inside electrical room and replace existing ATS in Maintenance Building electrical room)*
- ii. *A portable generator connection shall be located close to the main roadway. A manual transfer switch connected to this feeder shall be located within the electrical room/area*
- iii. Day shift must have power. Can have loss of power during nights/weekends.

- i. **POST TREATMENT AREA (Chlorine, SO₂, Non potable water) (9)**
 - i. Relocate the alternate feeders, connected to CL₂, SO₂ and NPW ATS units, from the Reclaim Pump Station and construct a new electrical service room with new service transformers at NPW to solve a single point of failure, since all of the south end buildings services originate from the Reclaim Pump Station.
 - ii. Provide a manual transfer switch/ portable generator connection
 - 1. Two options are available
 - a. Separate manual transfer switches at each building can be installed. (separate generator connection points).
 - b. Single generator connection point, and manual transfer switches per previous Matern design.
 - c. Look at cost options.
 - iii. Power is very important to the process and must be maintained at all times with minimum downtime.
- j. **SOLIDS HANDLING (10)**
 - i. Service gear will require to be relocated.
 - ii. To ensure best construction phasing, an internal/external conduit plan should be included with tie-in points for new branch circuits. Phasing must be considered.
 - iii. Shut downs can occur on Friday (11am-7pm), Saturday (11am-7pm), Sunday (3pm to 11am).
 - iv. Add new primary termination cabinet to relocate transformer
- k. **PLANT BLOWER BUILDING (ADDED BY JOHN GUNTNER DURING POST MEETING SITE WALK) (11)**
 - i. Relocation of primary transformer conduit (transformer T-21-1) so that City of Orlando can move transformers.

I. POWER GEN BUILDING (ADDED BY JOHN GUNTNER DURING POST MEETING PHONE CON) (12)

- i. Installation of 15 KV Pad mount switches at the Power Gen building by roadway. Install bollards.
- ii. Conduit and 15 KV Wire must be installed at Cubicles – 1A, 15A (with circuit breakers).
- iii. Add protection relays for the cubicles.
- iv. This item is to install load banks for generators.

LIST AND ROLES OF CONSUTANTS

The following is a list of consultants with their specific roles for the project:

Milan Engineering, Inc	Project Management, Electrical Engineering, Mechanical Engineering
DAO Consultants, Inc (DAO)	Structural Engineering, Civil Engineering
MLM Martin Architects, Inc (MLM)	Architecture
AWK (AWK)	Geotechnical Services
Blue Cord, Inc (BC)	Quality Control
Montgomery Consulting (MCG)	Cost Estimation
Amec Inc.	Survey

SCOPE OF SERVICES

Task 1 – Preliminary Design Report Phase

- 1.1. Interim Design Coordination Meetings. Two meetings will be held with the design team for coordination and to verify progress of the project. The following subconsultants at the coordination meetings: MLM, DAO, BC, MCG.
- 1.2. Survey. A soft dig utility survey will be performed by AMEC at the following areas: ADMIN, DBB, DBF, BP2, BP3, MAINT, PT, SH, PBB, PG. This will be a verification and necessary modification of the survey performed by the City of

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Orlando in 2012 to accommodate proposed areas of work. The exact areas of survey will be outlined by the electrical engineer after initial concept sketches are created.

- 1.3. Geotechnical Testing & Report. Based on the general scope of work outlined in Exhibit-1, most likely a building addition or new adjacent building will be required at the following locations: ADMIN, DBB, DBF, BP2, BP3, PT. To verify existing ground conditions in the area of the new buildings, a geotechnical soil boring and report will be performed by AWK in these areas. The proposed areas of the new building will be outlined by the electrical engineer after initial concept sketches are created.
- 1.4. Electrical Field Work. Prior to start of work, Electrical Engineer will be performing a thorough analysis of the existing conditions including power feed, process equipment and electrical switchgear for all areas.
- 1.5. Electrical Analysis & Conceptualization. The Electrical Engineer will determine concepts for each area including new electrical gear locations and sizes, conduit and feeder routing, phasing of equipment and connections to ensure downtime of process equipment is minimized to the allowable times.
- 1.6. Manufacturer Coordination & Equipment Selection. The Electrical Engineer will coordinate and select proper gear for each area. The basis of design selected by the City will be used throughout the manufacturer equipment selection process.
- 1.7. Civil Engineering. The Electrical Engineer will coordinate with the Civil Engineer for proposed building locations and other site modification requirements. The Civil Engineer (DAO) will create conceptual Civil Engineering sketches to describe the site requirements.
- 1.8. Architecture. The Electrical Engineer will coordinate with the architect for proposed building configurations. A building footprint, elevation and general building description will be created by MLM and coordinated with all team members.

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- 1.9. Structural Engineering. The electrical engineer will coordinate with the structural engineer for any other exterior concrete pad requirements. The architect will coordinate with the structural engineer and create a conceptual level of structural design for each building and other concrete pads.
- 1.10. Mechanical Engineering. The electrical engineer will coordinate with the mechanical engineer to determine anticipated heat loads of each new and existing affected electrical room. The mechanical engineer will select appropriate equipment.
- 1.11. Preliminary Design Report Creation. Each consultant will prepare necessary information to describe the proposed concept to support the electrical upgrades required for each area. The report will include at a minimum each areas proposed electrical equipment details and layouts, riser diagrams, building modifications required or new building information, mechanical systems, and a detailed phasing plan showing how the electrical gear switchover would occur.
- 1.12. Cost Estimate. A cost estimate will be prepared based on the level of completion of the project. MCG will prepare the estimate.
- 1.13. Final City Review Meeting. The following consultants will be present at the City review meeting: MILAN, MLM, DAO, BC, MCG. Meeting minutes will be recorded and distributed. During the meeting it will be determined if any changes to the PDR are required. If changes are required, the PDR will be updated and resent to the City.

Task 2 – 60% Design

- 2.1. Interim Design Coordination Meetings. One meeting will be held with the design team for coordination and to verify progress of the project. The following subconsultants at the coordination meetings: MLM, DAO, BC, MCG.
- 2.2. 60% Documents and Specifications. Each consultant will create a 60% level of documents and specifications in accordance with the City of Orlando IAG

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standards, NEC and Florida Building Code. The 60% documents will depict all items finalized in the PDR with a further level of completeness.

- 2.3. Cost Estimate. A cost estimate will be prepared based on the level of completion of the project. MCG will prepare the estimate.
- 2.4. Final City Review Meeting. The following consultants will be present at the City review meeting: MILAN, MLM, DAO, BC, MCG. Meeting minutes will be recorded and distributed and used to further progress the construction document set.

Task 3 – 90% Design

- 3.1. Interim Design Coordination Meetings. One meeting will be held with the design team for coordination and to verify progress of the project. The following subconsultants at the coordination meetings: MLM, DAO, BC, MCG.
- 3.2. 90% Documents and Specifications. Each consultant will create a 90% level of documents and specifications in accordance with the City of Orlando IAG standards, NEC and Florida Building Code. The 90% documents will depict completed drawings with comments from 60% meeting incorporated.
- 3.3. Cost Estimate. A cost estimate will be prepared based on the level of completion of the project. MCG will prepare the estimate.
- 3.4. Final City Review Meeting. The following consultants will be present at the City review meeting: MILAN, MLM, DAO, BC, MCG. Meeting minutes will be recorded and distributed and used to further progress the construction document set.

Task 4 – 100% Design

- 4.1. Interim Design Coordination Meetings. One meeting will be held with the design team for coordination and to verify progress of the project. The following subconsultants at the coordination meetings: MLM, DAO, BC, MCG.
- 4.2. 100% Documents and Specifications. Each consultant will create a 100% level of documents and specifications in accordance with the City of Orlando IAG

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standards, NEC and Florida Building Code. The 100% documents will depict a final biddable set with comments from the 90% review incorporated.

- 4.3. Engineer's Opinion of Probable Cost. The consultant and MCG will jointly prepare and sign and seal the Engineer's Opinion of Probable Construction Cost. Engineer's Opinion of Probable Construction Cost will be presented in a table with bid items and quantities identical to the Bid Form."
- 4.4. Final City Review Meeting. The following consultants will be present at the City review meeting: MILAN, MLM, DAO, BC, MCG. Meeting minutes will be recorded and distributed and used to further progress the construction document set.
- 4.5. Permitting. Consultant will prepare and submit the building permit application. Consultant shall also prepare all necessary permit applications for the project. The City will pay all permit fees.

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Deliverables and Reimbursables

Below is a list of deliverables & reimbursables:

Task/Phase	Item	Sheet Size	Quantity	Sets
Task-1 - PDR	Hard Bound Report	81/2x11 black	500	5
	Hard Bound Report Sketches	11x17 color	20	5
	Report CD (PDF)	CD	2	1
Task-2 - 60%	Bound Half Size Drawings	18x24	50	3
	Bound Full Size Drawings	24x36	100	2
	Drawings/Spec CD (acad/Word/PDF)	CD	2	1
Task-3 - 90%	Bound Half Size Drawings	18x24	75	3
	Bound Full Size Drawings	24x36	100	2
	Drawings/Spec CD (acad/Word/PDF)	CD	2	1
Task-4 - 100%	Bound Half Size Drawings	18x24	100	1
	Unbound Half Size Drawings	18x24	100	1
	Bound Full Size Drawings	24x36	100	1
	Unbound Full Size Drawings	24x36	100	1
	Bound Spec Book	81/2x11 black	200	1
	Unbound Spec Book	81/2x11 black	200	1
	Drawings CD (acad/PDF)	CD	1	1
	SPEC CD (Word/PDF)	CD	1	1
	Full Size Drawings - Permitting	24x36	100	6
	Spec Book - Permitting	81/2x11 black	200	6
	Drawings/Spec CD (PDF) - Permitting	CD	2	1

Task 5 – Owner Controlled Contingency

This task is for out-of-scope items that may be necessary during the progress of the project. Funds allocated to this task will not be used without prior written authorization from the OWNER.

Task 6 – Bidding Services

This task is for any RFIs that will need to be reviewed during bidding. Consultant shall prepare responses to RFIs during bidding. Consultant will also attend and record pre-bid meeting information.

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FEE SUMMARY

The following is a summary of the proposed fees for each subtask. See Exhibit II for the basis of these fees.

Task No:	Task Name	Fee Type	Total Fee
1	Preliminary Design Report	Not To Exceed	\$108,709.84
2	60% Design	Not To Exceed	\$149,480.14
3	90% Design	Not To Exceed	\$126,677.63
4	100% Design	Not To Exceed	\$75,707.98
5	Owner Controlled Contingency	Not To Exceed	\$5,000.00
6	Bidding Services	Not To Exceed	\$12,646.92
TOTAL			\$478,222.51

M/WBE Page

The following is a schedule table indicating percentage for each subconsultant:

Subconsultant Percentabe Table					
Sub	MLM	MCG	DOA	Blue Cord	AWK
Fee	\$73,284.48	\$28,367.36	\$68,942.50	\$17,038.56	\$6,594.38
Total Fee	\$478,222.51				
Type	MBE	WBE	MBE	VBE	MBE
% of Fee	15.3%	5.9%	14.4%	3.6%	1.4%
TOTAL MBE% 31.1%					
TOTAL WBE% 5.9%					
TOTAL VBE% 3.6%					

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SCHEDULE:

Please refer to Exhibit-II for a proposed project schedule.

ATTACHMENTS:

Please refer to the following attachments for more clarifications:

Attachment A – Meeting Minutes from scope review meeting

Attachment B – Overall Map of the Iron Bridge Facility

Attachment C – Schedule of Reimbursable

Attachment D – Subconsultant Proposals

If there are any questions regarding the proposal, please do not hesitate to call me,

Sincerely,



(Signature)

Mitesh K. Smart, President

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ATTACHMENT A



MEETING MINUTES

Date:	July 02, 2014 (Final update of minutes on 07/21/14)	
Project Name:	Iron Bridge – 480V Improvements	
Phase:	Scope Review	
Attendees:	Bob Rutter	Victor Godlewski
	John Guntner	Tony Hill
	Bob Rang	William Wood
	Bill Gnan	Mitesh Smart

The Following items were discussed during the meeting:

1. Bob Rutter provided Milan Eng with a Geotech Report at the Administration Building area and an as-built drawing CD.
2. Bob Rutter noted that all sub-consultants shall be present at every review meeting.
3. Bob noted that 5-digit spec format would be used for the project, and that the City IAG DIV-13 &16 specs would need to be used.
4. Bill Wood to re-invite Mitesh for drop-box to IAG current specs.
5. A Survey was completed by the City for some areas. Milan will be able to utilize this survey
6. Regarding the previous Matern drawings, it was recommended to revise the sheet numbering method by using numerical & sequential assigned building numbers.
7. The following scope items were discussed for each building:
 - a. ADMINISTRATON BUILDING (1)
 - i. Existing electrical room is inadequate in size and currently does not meet code required working space clearances and exits. Basic scope will involve a new electrical room, switch gear

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- ii. Current admin building is fed from (2) separate transformers/ main circuits.
- iii. Admin building contains the Scada core network and testing labs which require a constant + back-up power source.
- iv. Milan is to verify best option for the project. (Either expansion/ modification of the existing facility as previously proposed, or a new electrical house separated from the main admin building. Costs are to be considered as well as schedule, and downtime minimization).
- v. *A portable generator connection shall be located close to the main roadway. A manual transfer switch connected to this feeder shall be located within the electrical room/area.*
- vi. The Lab space is critical, and although operates on 8-hour day, must have power for process equipment/ freezers/ etc.
- vii. No future expansion of the Admin Building is planned by the City.

b. MASTER PUMP STATION (2)

- i. *A portable generator connection is suggested to be located on existing pad, where existing conduits lead to existing ATS being used for "portable generator connection". No Manual transfer switch is required.*
- ii. Verify switchgear upgrades previously proposed by Eaton (James Kronowether) – changing the main and tie breakers to “draw-out” style breakers.
- iii. One side of the entire pump station must run continuously without interruption.

c. DEEP BED BLOWERS BUILDING (3)

- i. Replace all gear in building
- ii. Look at different options for gear replacement to allow better serviceability and a more reliable construction phasing

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- iii. *A portable generator connection shall be located close to the main roadway. A manual transfer switch connected to this feeder shall be located within the electrical room/area. (look at options)*
 - iv. Look at options to incorporate all equipment into a single gear package
 - v. Currently been having some issues with 150 HP VFDs. Possibly incorporate this replacement into the single gear.
 - vi. The process area major equipment consist of three pumps and three blowers. Having just three components of each type doesn't divide well from a redundancy standpoint. There is a need to provide better than 1:2 split (just one component on one section of gear and the other two components on the other section) related to dual/split feed options for redundancy purposes. This will need to be explored.
- d. DEEP BED FILTERS BUILDING (4)
- i. Currently has a single 480V feed only.
 - ii. *A portable generator connection shall be located close to the main roadway. A manual transfer switch connected to this feeder shall be located within the electrical room/area.*
 - iii. Replace existing MCC with 4-pole ATS/ Panelboards and Dry transformers.
- e. BARDENPHO – PHASE-2 (5)
- i. Replace/ upgrade existing electrical service with main-tie-main
 - ii. *A portable generator connection shall be located close to the main roadway. A manual transfer switch connected to this feeder shall be located within the electrical room/area.*
 - iii. Three out of four trains must run continuously.
 - iv. 2 weeks are required to switch trains.
 - v. 2-hours max shut down of power is allowable when switching trains.
- f. BARDENPHO – PHASE-3 (6)
- i. Replace/ upgrade existing electrical service with main-tie-main

- ii. *A portable generator connection shall be located close to the main roadway. A manual transfer switch connected to this feeder shall be located within the electrical room/area* Three out of four trains must run continuously.
- iii. 2 weeks are required to switch trains.
- iv. 2-hours max shut down of power is allowable when switching trains.

g. MAINTENANCE BUILDING (7)

- i. *Provide new ATS. (Maintenance and Warehouse Buildings can be combined into one ATS replacement, since the warehouse and maintenance services are feed from the same transformers. There is no need for 2 ATS units. Relocate warehouse service feed from existing exterior ATS to existing maintenance building service inside electrical room and replace existing ATS in Maintenance Building electrical room)*
- ii. *A portable generator connection shall be located close to the main roadway. A manual transfer switch connected to this feeder shall be located within the electrical room/area*
- iii. Day shift must have power. Can have loss of power during nights/weekends.

h. WAREHOUSE BUILDING (8)

- i. *Provide new ATS (Maintenance and Warehouse Buildings can be combined into one ATS replacement, since the warehouse and maintenance services are feed from the same transformers. There is no need for 2 ATS units. Relocate warehouse service feed from existing exterior ATS to existing maintenance building service inside electrical room and replace existing ATS in Maintenance Building electrical room)*
- ii. *A portable generator connection shall be located close to the main roadway. A manual transfer switch connected to this feeder shall be located within the electrical room/area*
- iii. Day shift must have power. Can have loss of power during nights/weekends.

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- i. **POST TREATMENT AREA (Chlorine, SO₂, Non potable water) (9)**
 - i. Relocate the alternate feeders, connected to CL₂, SO₂ and NPW ATS units, from the Reclaim Pump Station and construct a new electrical service room with new service transformers at NPW to solve a single point of failure, since all of the south end buildings services originate from the Reclaim Pump Station.
 - ii. Provide a manual transfer switch/ portable generator connection
 - 1. Two options are available
 - a. Separate manual transfer switches at each building can be installed. (separate generator connection points).
 - b. Single generator connection point, and manual transfer switches per previous Matern design.
 - c. Look at cost options.
 - iii. Power is very important to the process and must be maintained at all times with minimum downtime.
- j. **SOLIDS HANDLING (10)**
 - i. Service gear will require to be relocated.
 - ii. To ensure best construction phasing, an internal/external conduit plan should be included with tie-in points for new branch circuits. Phasing must be considered.
 - iii. Shut downs can occur on Friday (11am-7pm), Saturday (11am-7pm), Sunday (3pm to 11am).
 - iv. Add new primary termination cabinet to relocate transformer
- k. **PLANT BLOWER BUILDING (ADDED BY JOHN GUNTNER DURING POST MEETING SITE WALK) (11)**
 - i. Relocation of primary transformer conduit (transformer T-21-1) so that City of Orlando can move transformers.

- ii. Two options are available. We will explore several scenarios for each process area including A) completely new gear built in parallel and spliced to existing feeders and B) retro-filled/rebuilt gear by EATON requiring no splices to determine the best solution balancing cost, schedule and process down time needs.

I. POWER GEN BUILDING (ADDED BY JOHN GUNTNER DURING POST MEETING PHONE CON) (12)

- i. Installation of 15 KV Pad mount switches at the Power Gen building by roadway. Install bollards.
- ii. Conduit and 15 KV Wire must be installed at Cubicles – 1A, 15A (with circuit breakers).
- iii. Add protection relays for the cubicles.
- iv. This item is to install load banks for generators.

8. OTHER GENERAL NOTES:

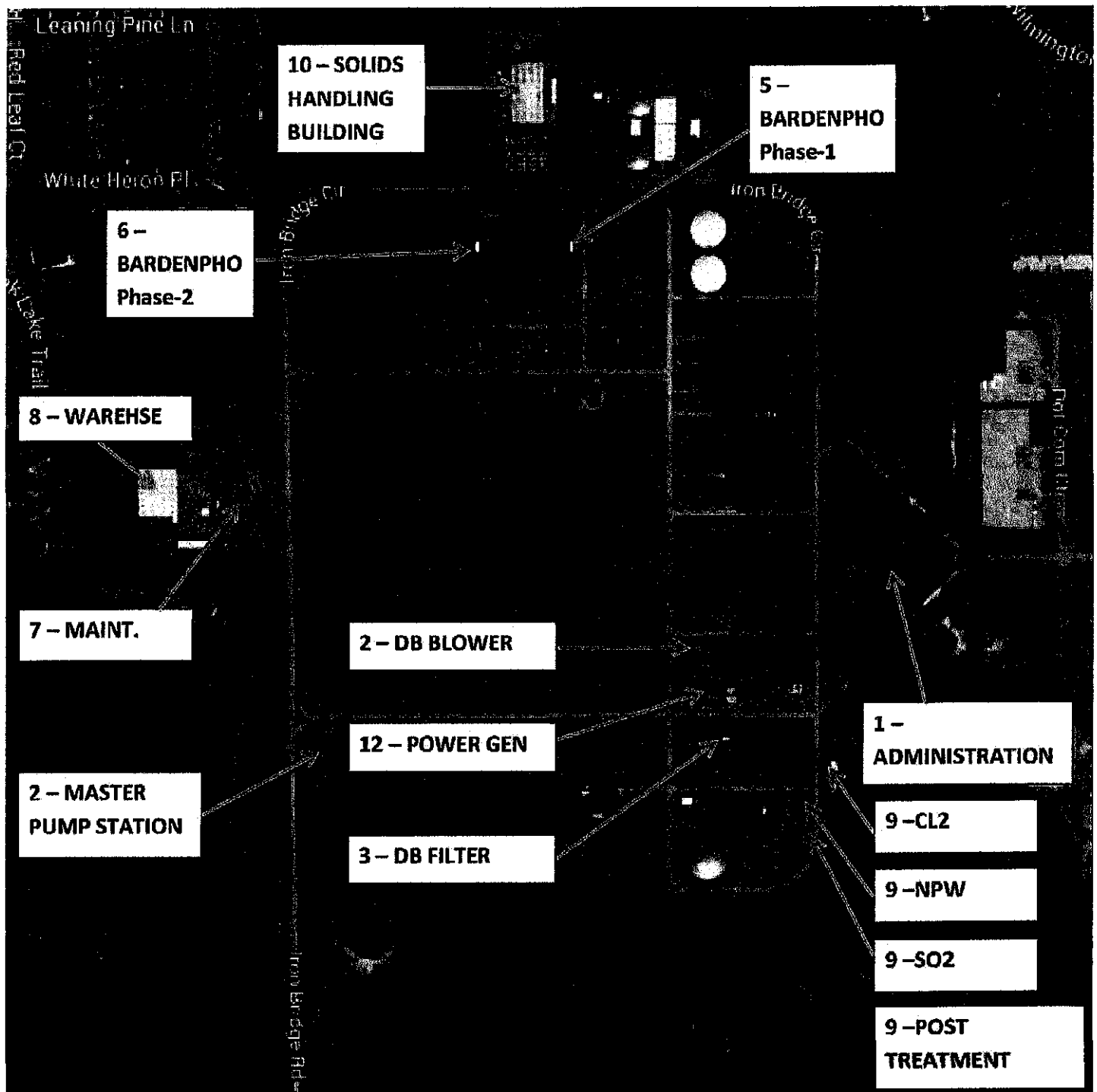
- a. If areas other than those for which survey, geotechnical, subsurface utility surveys, or other subconsultant services have been provided from previous projects is needed, those services should be included in Milan's proposal. For example, if the area north of the Administration Building may be the proposed site of the Admin Building Electrical Room, then survey, geotechnical and subsurface utility survey services need to be included in Milan's proposal.
- b. Because of the anticipated funding for the project is from the FDEP Revolving Loan Program, the project will be required to meet the "Buy American" requirements of that funding source.
- c. (ITEM #3 from follow up emails removed on 07/16/14)

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ATTACHMENT B



Schedule of Reimbursibles							
Task/Phase	Item	Sheet Size	Quantity	Sets	Cost/qty	Total Cost	Total Phase
Task-1 - PDR	Hard Bound Report	81/2x11 black	500	5	\$0.10	\$250.00	
	Hard Bound Report Sketches	11x17 color	20	5	\$1.00	\$100.00	
	Report CD (PDF)	CD	2	1	\$0.00	\$0.00	\$350.00
Task-2 - 60%	Bound Half Size Drawings	18x24	50	3	\$1.50	\$225.00	
	Bound Full Size Drawings	24x36	100	2	\$2.50	\$500.00	
	Drawings/Spec CD (acad/Word/PDF)	CD	2	1	\$0.00	\$0.00	\$725.00
Task-3 - 90%	Bound Half Size Drawings	18x24	75	3	\$1.50	\$337.50	
	Bound Full Size Drawings	24x36	100	2	\$2.50	\$500.00	
	Drawings/Spec CD (acad/Word/PDF)	CD	2	1	\$0.00	\$0.00	\$837.50
Task-4 - 100%	Bound Half Size Drawings	18x24	100	1	\$1.50	\$150.00	
	Unbound Half Size Drawings	18x24	100	1	\$1.50	\$150.00	
	Bound Full Size Drawings	24x36	100	1	\$2.50	\$250.00	
	Unbound Full Size Drawings	24x36	100	1	\$2.50	\$250.00	
	Bound Spec Book	81/2x11 black	200	1	\$0.10	\$20.00	
	Unbound Spec Book	81/2x11 black	200	1	\$0.10	\$20.00	
	Drawings CD (acad/PDF)	CD	1	1	\$0.00	\$0.00	
	SPEC CD (Word/PDF)	CD	1	1	\$0.00	\$0.00	
	Full Size Drawings - Permitting	24x36	100	6	\$2.50	\$1,500.00	
	Spec Book - Permitting	81/2x11 black	200	6	\$0.10	\$120.00	
	Drawings/Spec CD (PDF) - Permitting	CD	2	1	\$0.00	\$0.00	\$2,460.00
TOTAL Reimbursables							\$4,372.50

ATTACHMENT - C

ATTACHMENT D



Mr. Mitesh K. Smart, PE
President
milan engineering
925 S Semoran Blvd, Ste 100
Winter Park, Florida 32792

Thursday, August 21, 2014

Delivered via email to MSmart@milan-engineering.com

**Subject: Iron Bridge - 480V improvements
Proposal for Surveying, Mapping and Subsurface Utility Exploration**

Dear Mr. Smart,

As requested, please consider this document as our proposal to provide professional surveying and mapping services associated with the above referenced project. Please find below and attached our understanding of the project, proposed scope of services, and proposed professional services fee.

Project Understanding

The City is intent upon improving operations at Iron Bridge. This involves, among other things, the evaluation of the existing electrical system and subsequent design of 480 volt system improvements at specific areas within the Iron Bridge facility. These specific project areas are identified on Exhibit 2. To support engineering design it is necessary to have knowledge of the existence and approximate location of subsurface utilities within these specific project areas.

Scope of Services

Last year AMEC prepared a topographic/utility survey depicting specific improvements, elevations and utility test hole information for this project. AMEC's role in this current project will be to update this survey and designate the approximate location of additional subsurface utilities within the project areas as well as provide verified vertical and horizontal location of subsurface utilities at certain locations within the project areas where preliminary design plans indicate that new 480 volt improvements will be constructed.

We understand that you anticipate the need for a total of five (5) test holes to verify the horizontal and vertical location of specific subsurface utilities, and specific elevations at ten (10) areas in the vicinity of proposed electric buildings.

AMEC proposes to provide the following scope of services in performing this assignment:

- (1) File Design Tickets with Sunshine811 to make all aware of our intent to identify subsurface utilities in the project areas.
- (2) Coordinate with Iron Bridge staff and Milan Engineering to identify the existence of existing subsurface utilities within each work area.

AMEC Environment & Infrastructure
75 East Amelia Street, Suite 200
Orlando, FL 32801
407-522-7570
407-522-7576 (fax)

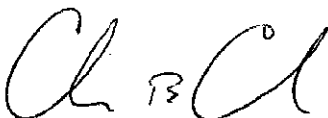
- (3) Review of existing plans available at the Iron Bridge facility or otherwise provided by the City and/or Milan Engineering to verify existing utilities and identify others not identified in task (2) above.
- (4) Through the use of geophysical instrumentation and soft-dig technology designate/ mark on the ground the approximate horizontal location of the identified subsurface utilities for five (5) specific work areas.
- (5) Through the use of soft-dig technology excavate to identify the horizontal and vertical location of a total of five (5) subsurface utilities lying within each specific area that lie within areas of new construction identified by Milan Engineering, Inc. The excavation of the utilities in question will, in addition to horizontal and vertical location, identify the depth of the utility, material, direction and condition.
- (6) The location and elevation of the designated and excavated utilities will be surveyed and mapped relative NAD83, expressed in Florida State Plane Coordinates, FL East Zone-901, and NAVD88 based on control data used during our previous survey, as originally furnished by the City.
- (7) Final deliverable products will be :
 - a.- surveyor's report of work performed
 - b.- CD with updated CAD file containing electronic file/layer of mapped utilities.
 - c. - one set of hard copy updated maps depicting mapped utilities.

Man-hour/Fee Estimate

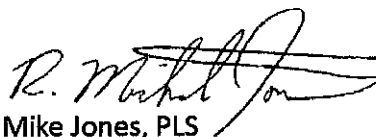
Per the attached Exhibit 1 which utilizes our current City contract rates, AMEC's total Not-To-Exceed Fee Estimate for this assignment is \$8,180.00.

We appreciate the opportunity to provide our services to you and the City. Contact us if you have any questions or require any additional information.

Sincerely,
AMEC Environment & Infrastructure, Inc.



Charles B. (Chip) Gardiner, PLS
Principal Surveyor



Mike Jones, PLS
Project Manager / Principal Surveyor

Attachment: Cost Estimate

EXHIBIT I
CITY OF ORLANDO CONTINUING SURVEYING AND MAPPING SERVICES
Iron Bridge Regional Water Reclamation Facility 480 Volt Electrical Evaluation
AMEC ENVIRONMENT AND INFRASTRUCTURE, INC. (SUB)

COST ESTIMATE BREAKDOWN

TASK	SURVEY MANAGER			SURVEYOR & MAPPER			SURVEY TECH			2-MAN SUE/SURVEY CREW		
	Hours	Hourly rate	Fee	Hours	Hourly Rate	Fee	Hours	Hourly Rate	Fee	Hours	Hourly Rate	Fee
AMEC												
Utility Coordination				1	\$160.00	\$160.00	1	\$81.00	\$81.00			
Review of As-Built Plans				1	\$160.00	\$160.00						
Utility Designation				1	\$160.00	\$160.00	1	\$81.00	\$81.00	15	\$120.00	\$1,800.00
Utility Excavation												
test holes in dirt 2 @ \$320												\$640.00
testholes in pavt 3 @ \$470												\$1,410.00
Field Survey (Elevations at 10 sites)										20	\$120.00	\$2,400.00
Production of Deliverables				4	\$160.00	\$640.00	8	\$81.00	\$648.00			
SUB-TOTALS				7	\$115.50	\$1,120.00	10	\$ 76.50	\$ 810.00	35		\$6,250.00
TOTAL FEE												\$8,180.00

07.24.2014
rev. 08.21.2014



**CONSULTING
ENGINEERS, INC.**

GEOTECHNICAL, ENVIRONMENTAL, CIVIL AND STRUCTURAL ENGINEERING

SURVEYING CONSTRUCTION INSPECTION

July 21, 2014

AWK No. EB1492

Milan Engineering
Attn.: Mitesh Smart, P.E. (via e-mail)
925 S Semoran Blvd, Suite 100
Winter Park, Florida 32792

Re: Proposal for Geotechnical Engineering Services
Improvements at the Iron Bridge WWTP
601 Iron Bridge Cir, Oviedo, FL 32765

Dear Mr. Smart:

AWK Consulting Engineers, Inc. (AWK) is pleased to present this proposal to provide geotechnical engineering services for the project mentioned above. We understand improvements are proposed at the City of Orlando's Iron Bridge WWTP facility located in Oviedo, including six new buildings or expansions, each of them single-story and approximately 1250-1500 SF.

The purpose of this investigation is to explore soil and groundwater conditions at the site and to use the information obtained to develop geotechnical engineering recommendations for design and construction of the new building foundations. We propose to perform one 20-ft deep SPT boring at or near each proposed new/expanded foundation and provide soil and groundwater level information such as encountered groundwater depth and estimated seasonal high groundwater depth. Limited laboratory testing will be performed on the samples obtained. We will submit a report included published topographic and NRCS soils data for the area of interest, our findings - drafted boring logs and laboratory testing results, a plan sheet of the proposed improvements (to be provided by you) showing the boring locations in addition to our recommendations regarding structure foundations design and construction.

Our fee assumes each location is unobstructed and accessible to our equipment, that the approximate limits of the proposed new building or expansion areas will be indicated and access to the site provided by Staff. In addition, we understand existing utilities will be located prior to our mobilizing in order to avoid disturbing those lines. Our services do not include surveying, or design calculations.

The cost to perform the above services will be a Not-To-Exceed (NTP) sum of \$6,594.38. Please see the attached breakdown of these fees along with our staff hour data sheet as requested.

We look forward to working with you on this project. Sincerely,

AWK Consulting Engineers, Inc.

A handwritten signature in black ink, appearing to read 'Rachel F. Andre'.

Rachel F. Andre, M.S., P.E.
Florida Branch Manager

Cc: Solange Dao, P.E. (via e-mail)

Orlando
6457 Hazelline Natl Dr Ste 150
Orlando, FL 32822
Ph (407) 203-3804
Fax (888) 282-9897

Pittsburgh
1225 Rodi Rd
Turtle Creek, PA 15145
Ph (412) 823-8331
Fax (412) 823-3390

Harrisburg
3552 Gettysburg Rd, Ste 100
Camp Hill, PA 17011
Ph (717) 540-5460
Fax (717) 540-5461

City of Orlando Iron Bridge WWTP Improvements
Proposal for New Structure Foundations Recommendations

DESCRIPTION OF WORK		UNIT	QTY	RATE	TOTAL
GEOTECHNICAL SERVICES					
I. FIELD SERVICES					
A.	Mobilization of Crew and Equipment	Each	1	\$500.00	\$ 500.00
B.	Truck Mounted Equipment				
	Standard Penetration Test Borings (6 at 20 ft each)				
	Truck/Mudbug				
	i. 0 - 50 foot depths	Per L.F.	120	\$ 13.50	\$ 1,620.00
C.	Site Reconnaissance/Utility Coordination				
	Senior Engineering Technician	Per Hour	4	\$ 52.22	\$ 208.89
	Total Field Services				\$ 2,328.89
II. LABORATORY TESTING					
A.	Visual Examination Stratify	Per Hour	1	\$ 52.22	\$ 52.22
	1. Senior Engineering Technician	Per Hour	1	\$101.06	\$ 101.06
B.	Grain Size Analysis				
	1. Full Gradation	Each	4	\$ 60.00	\$ 240.00
	2. Single Sieve	Each	6	\$ 45.00	\$ 270.00
C.	Moisture Content	Each	8	\$ 15.00	\$ 120.00
D.	Organic Content	Each	4	\$ 50.00	\$ 200.00
E.	Atterberg Limits	Each	4	\$ 90.00	\$ 360.00
	Total Laboratory Testing				\$ 1,343.29
III. PROFESSIONAL AND TECHNICAL SERVICES					
A.	Senior Professional Engineer	Per Hour	6	\$125.46	\$ 752.73
B.	Project Engineer	Per Hour	14	\$101.06	\$ 1,414.88
C.	CADD Operator	Per Hour	8	\$ 77.28	\$ 618.20
D.	Administrative Assistant	Per Hour	2	\$ 68.20	\$ 136.40
	Total Professional Services				\$ 2,922.21
	NTE (Not-To-Exceed) TOTAL				\$ 6,594.38

Exhibit II: FEE ESTIMATE/ CITY OF ORLANDO
Project Name: Iron Bridge 480V Improvements
Name of Firm: AWK CONSULTING ENGINEERS, Inc

Date 7/25/2014

Labor Rates	Senior Engineer		Project Engineer		Field Technician		SAND Resident		Admin		Total Hours	Budget	Labor Cost	Total Cost
	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost				
TASKS														
1.0 - Preliminary Design														
Interim Design Coordination Meetings (2)														
Survey														
Geodetic Ties	6	\$772.72	13	\$477.70	5	\$94.06	8	\$224.90	2	\$48.00	32	\$1,071	\$2,945.88	\$2,945.88
Field Work														
Analysis														
Cost Estimation														
Create Sketches														
Create Report														
Final City Review Meeting														
Quality Control														
2.0 - 60% Design														
Interim Design Coordination Meetings														
Create 60% Documents														
Create 60% Specifications														
Final City Review Meeting														
Update Cost Estimate														
Quality Control														
3.0 - 90% Design														
Interim Design Coordination Meetings														
Create 90% Documents														
Create 90% Specifications														
Final City Review Meeting														
Update Cost Estimate														
Quality Control														
4.0 - 100% Design														
Interim Design Coordination Meetings														
Create Final Construction Documents														
Create Final Specifications														
Final City Review Meeting														
Update Cost Estimate														
Quality Control														
Total	6	\$772.72	13	\$477.70	5	\$94.06	8	\$224.90	2	\$48.00	32	\$1,071.22	\$2,945.88	\$2,945.88



August 19, 2014

Mitesh K. Smart
Milan Engineering
925 S Semoran Blvd, Ste 100
Winter Park, Florida 32792

Re: Iron Bridge 480 V improvements

Dear Mr. Smart:

Blue Cord is presenting the following scope of services related to the Iron Bridge 480 V improvements. Blue Cord anticipates including the following in support services to Milan Engineering:

- Design Coordination Meetings – Design Quality Control
- Project Management – Project site evaluation

We propose to complete the above scope of services for an amount not to exceed..... **\$17,038.56**

Respectfully,

Michael T. Waldrop, President/CEO

(Signature)

(Date)

Exhibit II: FEE ESTIMATE/ CITY OF ORLANDO
Project Name: Iron Bridge 480V Improvements
Name of Firm: Blue Cord Design and Construction

	Principal		Senior Project Manager		Total Hours	Raw Labor	Labor Cost	Total Cost
	Man Hrs	Cost	Man Hrs	Cost				
Labor Rates		\$71.00		\$47.00			2.64	
TASKS								
1.0 - Preliminary Design								
Interim Design Coordination Meetings (1)			2	\$94.00	2	\$94	\$248.16	\$248.16
Quality Control Review			16	\$752.00	16	\$752	\$1,985.28	\$1,985.28
2.0 - 60% Design								
Interim Design Coordination Meetings			2	\$94.00	2	\$94	\$248.16	\$248.16
Quality Control Review	12	\$924.00	32	\$1,504.00	44	\$2,428	\$6,409.92	\$6,409.92
Create QC Report for City			3	\$141.00	3	\$141	\$372.24	\$372.24
3.0 - 90% Design								
Quality Control Review	12	\$924.00	40	\$1,880.00	52	\$2,804	\$7,402.56	\$7,402.56
Create QC Report for City			3	\$141.00	3	\$141	\$372.24	\$372.24
Total	24	\$1,848.00	98	\$4,606.00	122	\$6,454.00	\$17,038.56	\$17,038.56



August 21, 2014

Mr. Mitesh Smart, PE
Milan Engineering, Inc
925 S. Semoran Blvd, 100
Winter Park, FL 32792

RE: City of Orlando Iron Bridge North 480 Volt Improvements

PROJECT NARRATIVE FOR CIVIL AND STRUCTURAL SERVICES

Dao Consultants will provide Civil and Structural Engineering Services to support the Iron Bridge Regional Water Reclamation Facility Improvements Project. The civil and structural engineering design services will start with the Preliminary Design through successive phases of 60% Design, 90% Design and 100% Design.

1. Preliminary Design

In this phase Dao Consultants will focus their effort on site visit to field verify addition and/or demolition of existing structures, preparation of demolition plan and site layout for new features such as building additions, sidewalks and other structural support for mechanical devices, review of existing permits with special emphasis on the water management permits issued by St. Johns River Water Management District, review of City Master Specifications with appropriate chapter relevant to civil and structural engineering disciplines.

These services will begin with team interim design coordination meetings which would ultimately lead to final team meeting before meeting with City Project Manager for review of the Preliminary Design.

2. 60% Design

Upon receipt of notice from City Project Manager to proceed to 60% design phase, Dao Consultants will focus their effort to produce civil and structural drawings for various improvements proposed to existing facilities at the Iron Bridge Regional Water Reclamation Facility such as Administration Building, Deep Bed Blower, Deep Bed Filter, BardenPho Phase-2 and BardenPho Phase-3, Post Treatment Area, Plant Blower Building and Power Generator Building. Concurrently with the engineering design we will edit City Master Specifications to



make them conform to the requirements of the project, and review of available geotechnical reports.

These services will begin with team interim design coordination meetings which would ultimately lead to final team meeting before meeting with City Project Manager for review of the 60% Design.

We will initiate a pre-application meeting with Technical Staff of the St. Johns River Water Management District to show to them the 60% Design documents showing proposed modifications and/or alterations of existing water management system and receive their input for permit requirements.

3. 90% Design

Upon receipt of approval from City Project Manager to proceed to 90% design phase, Dao Consultants will focus primarily their effort in the preparation of permit application modifications to St. Johns River Water Management District, send to City for review and signature, submit to the District then to follow up with District Technical Staff on a weekly basis **to insure that the application will be reviewed in the most expeditious manner.**

We will incorporate City review comments in the civil and structural drawings prepared for various facilities such as Administration Building, Deep Bed Blower, just to name a few, with appropriate notes when required and we put a final touch to various sections of specifications for civil and structural design.

The routine has been set these services will begin with team interim design coordination meetings which would ultimately lead to final team meeting before meeting with City Project Manager for review of the 90% Design.

4. 100% Design

With the City Project Manager approval of the 90% design, we will immediately proceed to the preparation of final civil and structural drawings by incorporating City review comments if any, finalize various sections of specifications for civil and structural disciplines.

We will relentlessly pursuing our permit tracking efforts with the water management district for permit approval of proposed modifications and/or alterations to existing water management system at the Iron Bridge Regional Water Reclamation Facility.



Even we are nearing the end of the design we still continue the routine of interim design coordination meetings, final team meeting before meeting with City Project Manager for review of the 100% Design.

Thank you,

Solange Dao, PE
DAO Consultants, Inc.
1110 E. Marks Street
Orlando, FL 32803
Office: 407-898-6872

Date 8/16/2014

Exhibit II: FEE ESTIMATE/CITY OF ORLANDO
Iron Bridge 480V Improvements
Project Name:
Name of Firm: Dao Consultants, Inc.

	Project Manager		Senior Engineer		Engineer		Field Rep/Designer		Admin		Total Hours	Raw Labor	Labor Cost	Total Cost
	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost				
Labor Rates		\$52.00		\$44.00		\$39.00		\$32.00		\$15.00			2.75	
TASKS														
1.0 - Preliminary Design														
Interim Design Coordination Meeting (1)	4	\$208.00	4	\$180.00					2	\$30.00	10	\$418	\$1,149.50	\$1,149.50
Site Visit	4	\$208.00	4	\$180.00					2	\$30.00	10	\$390	\$1,072.50	\$1,072.50
Preliminary Site Layout/Demolition Plan	2	\$104.00	2	\$90.00	4	\$156.00	8	\$256.00	2	\$30.00	18	\$638	\$1,749.00	\$1,749.00
Final City Review Meeting	4	\$208.00	4	\$180.00							8	\$388	\$1,067.00	\$1,067.00
2.0 - 60% Design														
Review Geotech Report and Existing Permits	2	\$104.00	8	\$360.00					6	\$90.00	16	\$470	\$1,292.50	\$1,292.50
Interim Design Coordination Meeting (1)	4	\$208.00	4	\$180.00					2	\$30.00	10	\$418	\$1,149.50	\$1,149.50
Create 60% Civil and Structural Documents	8	\$416.00	16	\$720.00	40	\$1,560.00	60	\$1,920.00			124	\$4,616	\$12,894.00	\$12,894.00
Create 60% Civil and Structural Specifications	6	\$312.00	10	\$450.00	18	\$624.00			24	\$360.00	56	\$1,746	\$4,801.50	\$4,801.50
Final City Review Meeting	4	\$208.00	4	\$180.00							8	\$388	\$1,067.00	\$1,067.00
3.0 - 90% Design														
Interim Design Coordination Meeting (1)	4	\$208.00	4	\$180.00					2	\$30.00	10	\$418	\$1,149.50	\$1,149.50
Create 90% Civil and Structural Documents	16	\$832.00	32	\$1,440.00	40	\$1,560.00	80	\$1,920.00	16	\$240.00	184	\$5,982	\$16,478.00	\$16,478.00
Create 90% Civil and Structural Specifications	2	\$104.00	4	\$180.00	18	\$624.00			24	\$360.00	46	\$1,288	\$3,487.00	\$3,487.00
Final City Review Meeting	4	\$208.00	4	\$180.00							8	\$388	\$1,067.00	\$1,067.00
4.0 - 100% Design														
Interim Design Coordination Meeting (1)	4	\$208.00	4	\$180.00					2	\$30.00	10	\$418	\$1,149.50	\$1,149.50
Create Final Civil and Structural Const. Docs.	8	\$416.00	16	\$720.00	18	\$624.00	24	\$768.00	2	\$30.00	66	\$2,558	\$7,034.50	\$7,034.50
Create Final Civil and Structural Specifications	2	\$104.00	2	\$90.00	8	\$312.00	8	\$256.00	12	\$180.00	32	\$942	\$2,590.50	\$2,590.50
Pre-application Meeting with SJRWMD	2	\$104.00	2	\$90.00					2	\$30.00	6	\$224	\$616.00	\$616.00
Submission of Permit Applications to SJRWMD	4	\$208.00	16	\$720.00	18	\$624.00	16	\$512.00	8	\$120.00	60	\$2,184	\$6,006.00	\$6,006.00
Final City Review Meeting	4	\$208.00	4	\$180.00							8	\$388	\$1,067.00	\$1,067.00
5.0 - Bidding Services														
Responses to RFIs from Bidders	4	\$208.00	4	\$180.00	8	\$312.00			8	\$120.00	24	\$820	\$2,265.00	\$2,265.00
Total	92	\$1,784.00	148	\$6,660.00	184	\$6,396.00	176	\$5,632.00	114	\$1,710.00	694	\$25,070.00	\$68,942.50	\$68,942.50



MLM-MARTIN ARCHITECTS, INC.

August 25, 2014

Mr. Mitesh Smart, PE
Milan Engineering
925 S. Semoran Blvd, Suite 100
Winter Park, FL 32792

Sent: Via E-Mail

Re: City of Orlando Iron Bridge North-480 Volt Improvements:

General Scope Description:

As part of our Architectural Sub-Consultant Services under Milan Engineering Contract with the City of Orlando we are submitting this scope and fee proposal for your review. Our scope includes Architectural Services for the design of Pre engineered precast concrete building free standing building to house electrical equipment, for Administration, Deep Bed Blower, Deep Bed Filter, Bardenpho Phase 2, Bardenpho Phase 3, and Solids Building Electrical room expansion.

1. 60% Design documents, incorporate City/Team program into preparation of initial design drawings and outline specification, one team meeting and one meeting with City.
2. 90% Design , incorporate 60% comments and create final construction drawings and specifications, one design meeting and one meeting with City.
3. 100% Design , update with 90% comments, final construction drawings and specifications, one design meeting and one meeting with City. Sign and seal final documents.
4. Bidding Services, assist with preparation of written responses to Contractors questions. Issue responses for use by the City to issue project addendums.

Deliverables:

1. Deliverables will be in electronic format on a DVD: Drawings in AutoCad.DWG, Specifications and work notes in Microsoft Word DOC format. Both drawings and specification will be delivered in PDF format.

Fee:

See attached XL spread sheet with Not to Exceed Fee hourly breakdown by task and phase of work.

Schedule:

TBD

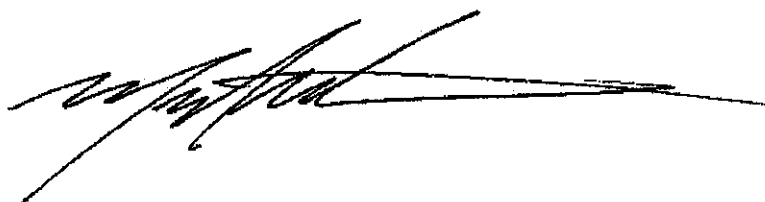
Exclusions:

Estimating Services, Construction Administration phase services, blueprinting/copies and courier services.

MWBE Participation:

MLM-Martin Architects, Inc. is a City of Orlando Certified MBE Architectural Firm.

Sincerely,

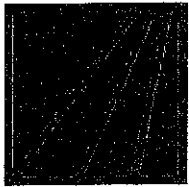
A handwritten signature in black ink, appearing to read 'Miguel L. Martin', with a long horizontal flourish extending to the right.

Miguel L. Martin, A.I.A.

Date 7/18/2014

Exhibit II: FEE ESTIMATE/CITY OF ORLANDO
Project Name: Iron Bridge 480V Improvements
Name of Firm: MLM-Martin ARCHITECTS, Inc

TASKS	Project Manager		Senior Architect		Architect		Designer		Admin		Total Hours	Raw Labor	Labor Cost	Total Cost
	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost				
2.0 - 80% Design														
60% Design Coordination Meetings	8	\$374.00	8	\$374.00							16	748.00	\$2,019.60	\$2,019.60
Create 60% Documents	4	\$187.00	8	\$374.00	64	\$2,416.00	64	\$1,846.40			140	4,848.00	\$13,092.30	\$13,092.30
Create 60% Specifications			40	\$1,870.00					24	\$396.00	64	2,266.00	\$6,118.20	\$6,118.20
Final City Review Meeting	4	\$187.00									4	187.00	\$504.90	\$504.90
Review Cost Estimate prepared by others	4	\$187.00									4	187.00	\$504.90	\$504.90
Quality Control	16	\$748.00	8	\$374.00	4	\$152.60	4	\$115.40	4	\$66.00	36	1,456.00	\$3,931.20	\$3,931.20
3.0 - 90% Design														
Design Coordination Meetings	24	\$1,122.00			16	\$610.40					40	1,732.40	\$4,677.48	\$4,677.48
Create 90% Documents	4	\$187.00	8	\$374.00	60	\$2,280.00	60	\$1,731.00			132	4,581.00	\$12,368.70	\$12,368.70
Create 90% Specifications			40	\$1,870.00					24	\$396.00	64	2,266.00	\$6,118.20	\$6,118.20
Final City Review Meeting	4	\$187.00									4	187.00	\$504.90	\$504.90
Review Cost Estimate prepared by others	4	\$187.00									4	187.00	\$504.90	\$504.90
Quality Control	16	\$748.00	8	\$374.00	8	\$305.20	8	\$230.80	8	\$132.00	48	1,790.00	\$4,833.00	\$4,833.00
4.0 - 100% Design														
Design Coordination Meetings	8	\$374.00									8	374.00	\$1,009.80	\$1,009.80
Create Final Construction Documents			8	\$374.00	40	\$1,526.00	40	\$1,154.00			88	3,054.00	\$8,245.80	\$8,245.80
Create Final Specifications			8	\$374.00					24	\$396.00	32	770.00	\$2,079.00	\$2,079.00
Final City Review Meeting	4	\$187.00									4	187.00	\$504.90	\$504.90
Review Cost Estimate prepared by others	4	\$187.00									4	187.00	\$504.90	\$504.90
Quality Control	16	\$748.00									16	748.00	\$2,019.60	\$2,019.60
6.0 - Bidding Phase														
Response to Bidders Questions	24	\$1,122.00							16	\$264.00	40	1,386.00	\$3,742.20	\$3,742.20
Total Not to Exceed Fee	444	\$8,732.00	136	\$6,358.00	102	\$7,324.80	176	\$5,077.60	100	\$1,860.00	748	27,142.40	\$73,284.48	\$73,284.48



MONTGOMERY CONSULTING GROUP

PLANNING | ENVIRONMENTAL | ENGINEERING: TRANSPORTATION | AVIATION | INFRASTRUCTURE

August 14, 2014

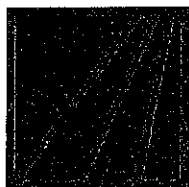
Mr. Mitesh K. Smart, P.E., President
Milan Engineering
915 S. Semoran Blvd, Suite 100
Winter Park, FL 32792

**Reference: Proposal for City of Orlando
480V Improvements at the Iron Bridge Regional Water Reclamation Facility**

Dear Mr. Smart:

We are pleased to support your team to provide cost consulting services for the Design of 480V Improvements at the Iron Bridge Regional Water Reclamation Facility (IBRWRF). Based on our proposal meeting, we understand our scope will include cost consulting related to improvements for the following facilities at the IBRWRF campus: 1) Administration Building, 2) Master Pump Station Building, 3) Deep Bed Blower Building, 4) Deep Bed Filter Building, 5) Bardenpho-Phase-2 Building, 6) Bardenpho-Phase 3 Building, 7) Maintenance Building, 8) Warehouse, 9) Post Treatment Area Building, 10) Solids Building, 11) Plant Blower Building, and 12) Power Generator Building. For these facilities we propose the following services:

- A. 60% Design Level Phase
 - a. Participate in one interim design coordination meeting.
 - b. Participate in City Review Meeting.
 - c. Coordinate with vendors on pricing.
 - d. Develop opinion of construction cost estimate package with preferred option as identified by engineers.
- B. 90% Design Level Phase
 - a. Participate in one interim design coordination meeting.
 - b. Participate in City Review Meeting.
 - c. Coordinate with vendors on pricing.
 - d. Update opinion of construction cost estimate package.
- C. 100% Design Level Phase
 - a. Participate in one interim design coordination meeting.
 - b. Work with Engineer to develop Engineer's Estimate of Probable Cost.
 - c. Participate in City Review Meeting.
 - d. Coordinate with vendors on pricing.
 - e. Update opinion of construction cost estimate package.



MONTGOMERY CONSULTING GROUP

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Our estimate packages will be transmitted to Milan electronically in PDF format. No hard copies or reproduction of deliverables are included in our budget. In addition to access of the electronic files, we request that Milan provide one (1) hard copy of the each design level plan submittal at 60%, 90%, and 100% for our use in estimating. We have not included any reimbursables in our budget, so please include one set per design level in your reimbursable budget.

The total not-to-exceed fee for this project is **\$28,367.37**. Our proposed overhead multiplier is based on a recent overhead audit, which is available upon request, is as follows:

Multiplier Detail:

Base/Raw Salary	1.0000
Overhead (\$/Hr) = Raw Salary X Overhead %	1.1873
Fringe (\$/Hr) = Raw Salary X Fringe %	0.3514
Profit (\$/Hr) @ 10% =	<u>0.2539</u>
Above Computations Result in an Overall Multiplier of:	2.7926

The following labor rates are proposed for the duration of this contract:

<u>Category</u>	<u>Raw Rate (\$/hour)</u>	<u>Multiplier</u>	<u>Billable Rate (\$/hour)</u>
Project Manager*	\$72.50	negotiated	\$ 160.00
Senior Cost Estimator	\$52.50	2.7926	\$ 146.61
Contract Administrator	\$31.25	2.7926	\$ 87.27

Montgomery Consulting Group, Inc. is currently certified by the City of Orlando as an M/WBE. A copy of our City of Orlando M/WBE Certification Award Letter is available if requested.

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

We look forward to working with Milan Engineering on this contract. Should you have any questions, please advise.

Yours very truly,

A handwritten signature in black ink, appearing to read 'Monty Gettys'.

Monty Gettys
President

Exhibit II: FEE ESTIMATE/CITY OF ORLANDO
Project Name: Iron Bridge 480V Improvements
Name of Firm: Montgomery Consulting Group, Inc.

Date 8/14/2014

	<u>Project Manager**</u>		<u>Senior Cost Estimator</u>		<u>Contract Administrator</u>		<u>Total Hours</u>	<u>Raw Labor</u>	<u>Labor Cost</u>	<u>Total Cost</u>
	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost				
Labor Rates		\$57.35		\$52.50		\$31.25			2.79	
TASKS										
2.0 - 60% Design										
Interim Design Coordination Meeting	3	\$172.05	4	\$210.00			7	\$382	\$1,066.91	\$1,066.91
Final City Review Meeting			3	\$157.50			3	\$158	\$439.83	\$439.83
Develop Cost Estimate Package with Preferred Options	2	\$114.70	76	\$3,990.00	6	\$187.50	84	\$4,292	\$11,986.40	\$11,986.40
3.0 - 90% Design										
Interim Design Coordination Meeting	2	\$114.70	4	\$210.00			6	\$325	\$906.76	\$906.76
Final City Review Meeting			3	\$157.50			3	\$158	\$439.83	\$439.83
Update Cost Estimate Package	2	\$114.70	28	\$1,470.00	6	\$187.50	36	\$1,772	\$4,949.05	\$4,949.05
4.0 - 100% Design										
Interim Design Coordination Meeting	1	\$57.35	4	\$210.00			5	\$267	\$746.60	\$746.60
Work with Engineer to Develop Engineer's Estimate of Probable Cost	1	\$57.35	24	\$1,260.00	6	\$187.50	31	\$1,505	\$4,202.44	\$4,202.44
Final City Review Meeting			3	\$157.50			3	\$158	\$439.83	\$439.83
Update Cost Estimate Package	2	\$114.70	16	\$840.00	6	\$187.50	24	\$1,142	\$3,189.71	\$3,189.71
Total	13	\$745.55	165	\$8,662.50	24	\$750.00	202	\$10,158.05	\$28,367.37	\$28,367.37

* This position offers a negotiated rate, less than actual raw rate, which results in burdened rate of \$160.00/hour
 ** Milan to provide one (1) hard copy of each design level set of plans for estimator's use, in addition to electronic files.

Exhibit 11: HOURLY FEE ESTIMATE/ CITY OF ORLANDO

EXHIBIT II - Page 1 of 1

EXHIBIT - III



Anticipated Project Design Schedule		
Phase	Duration	Total Weeks from NTP
Preliminary Design Report	12-weeks	12 weeks
City Review/ Meeting	3-weeks	15 weeks
60% Design	12-weeks	27 weeks
City Review/ Meeting	2-weeks	29 weeks
90% Design	8-weeks	37 weeks
City Review/ Meeting	2-weeks	39 weeks
100% Design + Permit Submit	4-weeks	43 weeks
City Review + Permitting	4-weeks	47 weeks
Bidding + Contractor Selection	8-weeks	55 weeks

Mechanical
Electrical
Plumbing
Fire Protection
Technology

925 S Semoran Blvd | Suite 100
Winter Park, FL 32792
t: 407.678.2055 f. 407.678.2088

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