

**CONTINUING PROFESSIONAL CONSULTING AGREEMENT
SERVICES AUTHORIZATION #16607(5)**

THIS SERVICES AUTHORIZATION is made and entered into this _____ day of _____, 20____, by and between the **City of Orlando, Florida**, a municipal corporation existing under the laws of the State of Florida (CITY), and **Woolpert, Inc.**, doing business locally at 5323 Millenia Lakes Boulevard, Suite 220, Orlando, Florida 32839 (CONSULTANT).

WHEREAS, the CITY and the CONSULTANT have previously entered into an agreement for the CONSULTANT's professional services (AGREEMENT) on January 30, 2013; and

WHEREAS, the CITY and the CONSULTANT shall refer to the AGREEMENT herein, and desire to have it incorporated by reference; and

WHEREAS, the CITY and the CONSULTANT now wish to memorialize their understanding for the CONSULTANT's professional services for the Gore Street Sanitary Sewer Replacement Project (PROJECT).

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

I. SCOPE OF WORK

The scope of work has been agreed to by the parties, and is attached hereto and incorporated herein by reference as EXHIBIT I.

II. FEE

The not-to-exceed fee of \$284,935.90 has been agreed to by the parties, as set forth on EXHIBIT I.

III. TERM

CONSULTANT shall complete all work in accordance with the timeframes set forth in the scope of work, if any, provided however, that all work and the term of this SERVICES AUTHORIZATION shall be completed by the end of business (5:00 p.m.) on May 29, 2017, as set forth on EXHIBIT I, attached hereto and incorporated herein by reference. It is also agreed that the CITY shall have an option for extension of this SERVICES AUTHORIZATION, as necessary to complete the present scope of services (EXHIBIT I) or to provide additional services.

IV. ENTIRE AGREEMENT

This SERVICES AUTHORIZATION supersedes all previous authorizations, agreements, or representations, either verbal or written, heretofore in effect between the CITY and the CONSULTANT that may have concerned the matters covered herein, except that this SERVICES AUTHORIZATION shall in no way supersede or amend the AGREEMENT or other authorizations except as specifically provided herein. No additions, alterations, or variations to the terms of this SERVICES AUTHORIZATION shall be valid, nor can the provisions of this SERVICES AUTHORIZATION be waived by either party, unless such additions, alterations, or waivers are expressly set forth in writing in a document duly executed by the parties. CONSULTANT acknowledges and agrees that any proposals or proposed agreements from subconsultants attached to this SERVICES AUTHORIZATION are attached solely to reflect the scopes of work to be performed and the fees to be charged by such subconsultants. By executing this SERVICES AUTHORIZATION, the CITY does not become a party thereto or bound by the terms thereof.

IN WITNESS WHEREOF, the parties hereto have executed this SERVICES AUTHORIZATION on the day and year first written above.

City of Orlando, Florida

By: _____
Mayor/Mayor Pro Tem

ATTEST:

Alana C. Brenner, City Clerk

(SEAL)

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

_____, 20____.

Assistant City Attorney
Orlando, Florida

Woolpert, 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 _____ 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____.

DRAFT

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____