

CONTRACT

THIS CONTRACT ("Contract") is made and entered into this ____ day of _____, 2014 by and between the **City of Orlando, Florida**, a Florida municipal corporation (CITY) and **TLC Engineering for Architecture, Inc.**, a Florida corporation doing business locally at 255 South Orange Avenue, Suite 1600, Orlando, Florida 32801-3463 (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 City-Wide Energy Efficiency 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, as set forth on Exhibit I. For the Basic Services rendered the CITY shall pay the ENGINEER a lump sum fee of \$735,000. 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.) two (2) years from the effective date of this Contract. 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. Subject to change upon written notice, the initial Project Manager for the Project is Nathaniel Boyd, the City's Energy Project Manager. 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 I. The ENGINEER must submit with each Invoice a detailed description of the Services for which payment is sought, updated electronic copies in .pdf form 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, electronic copies in .pdf format of the updated design files, 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 I 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, electronic copies in .pdf form of the 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, electronic copies in .pdf format of the design files, electronic copies in .pdf format of the 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 writing and electronic copies in .pdf 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:

TLC Engineering for Architecture, Inc.
255 South Orange Avenue, Suite 1800
Orlando, Florida 32801-3463

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 Public Works Director, the Chief Procurement Officer and the Energy Project Manager, separately at:

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

With copies to:

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

and

Nathaniel Boyd, EI, LEED AP
Energy Project Manager
City of Orlando
1010 S. Westmoreland Drive
Orlando, Florida 32802

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).

15.1.6. Energy and Other Credits. City reserves and retains all rights and interest in any and all energy credits, tax credits, tax deductions, impact fee credits, and all similar credits, considerations and deductions related to the design, construction, and/or operation of the Project including, but not limited to, the right to utilize and allocate deductions under Section 179D of the Internal Revenue Code ("Code"). The City expressly reserve the right to retain a third-party consultant (the "EP Act Coordinator") to manage and administer the process of obtaining and monetizing the Section 179D deduction derived from the Project and to designate the EP Act Coordinator as the "Designer" of the energy-efficient improvements for the purposes of Section 179D of the Code.

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 II. 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

TLC Engineering for Architecture, 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:



January 7, 2014
February 13, 2014 (Rev 1)

Mr. Nathaniel (Nate) Boyd EI, LEED AP
Energy Project Manager
City of Orlando, Office of Business and Financial Services
Fleet and Facilities Management Division
1010 S. Westmoreland Drive
Orlando, Florida 32805

**Re: RQS13-0496, 55 Buildings, Energy Efficiency Improvements
TLC #113097
Professional Engineering Services Proposal (Rev 1)**

Dear Mr. Boyd:

TLC Engineering for Architecture, Inc. (TLC) is delighted to submit the following fee proposal to provide professional engineering services for the referenced project. We look forward to and appreciate the opportunity to work with you and your team on this project. Listed below is our understanding of the **Project Description**, our anticipated **Scope of Services** on the project, and our proposed **Charges for Services**. *Also included are the proposed hour rate schedules for TLC and its consultants on this project, as requested. This proposal is revised from the January 7th version as requested by the City of Orlando (revisions in italics).*

PROJECT DESCRIPTION:

The City of Orlando (the City) is embarking on a program to improve the energy efficiency of City owned and operated buildings with a goal of reducing power consumption and improving the City's carbon footprint. TLC will provide audit, design, and construction phase engineering services for the City's Energy Efficiency Improvement Project at 55 City facilities. TLC will also provide for the integration of all Building Automation Systems (BAS), Lighting Control Systems (LCS), plug load Energy Management Systems (EMS), and public access front-end display of energy and environmental impact results of the City's energy efficiency efforts into one native BACnet web-based access point.

This effort will be delivered in three phases. Phase One includes an ASHRAE level two energy audit effort as prescribed and outlined in the ASHRAE publication "Procedures for Commercial Building Energy Audits, 2nd Edition". Phase Two includes the preparation of design documents for the installation of upgrades to the effected HVAC, lighting, and control systems and infrastructure. Phase Three involves construction project oversight and integration of the City-wide BAS, LCS, EMS, and public access display systems into one native BACnet web-based access point. The City has tentatively selected an overall project scope payback to fall within a seven (7) year timeframe. The City anticipates performing energy efficiency upgrades at 55 to 110 project locations; covering fire and police stations, parks, community centers, administrative and support facilities, and critical infrastructure facilities.

From our meeting with you on December 23rd at your office, we understand that the City's anticipated construction budget for the initial portfolio is project is approximately \$5,700,000. This budget is not inclusive of professional services fees for assessment, auditing, design, construction administration and commissioning.

The project consists of an initial audit and design portfolio, consisting of approximately 55 properties. Upon successful delivery of audit and design services of the first set of approximately 55 properties, the City reserves the right in its discretion to retain TLC to perform the same scope of work on a second

TLC ENGINEERING FOR ARCHITECTURE, INC.
255 South Orange Avenue . Suite 1600 . Orlando, FL 32801-3463
Phone 407.841.9050 www.tlc-engineers.com Fax 407.425.7367
EB 0000015

RQS13-0496, 55 Buildings, Energy Efficiency Improvements

Professional Engineering Services Proposal

February 13, 2014 (Rev 1)

Page 2 of 9

optional portfolio of an additional approximate 55 city-selected properties. Below is the *preliminary* list of the properties *anticipated* to be included as "Group I" in this project (subject to amendment by the City):

1. Orlando Downtown Recreation Complex, 649 W Livingston St.
2. Solid Waste Management, 1100 S Woods St.
3. Leu Gardens, 1920 N Forest Ave.
4. College Park Community Center, 2305 Elizabeth Ave.
5. Dover Shores Community Center, 1400 Gaston Foster Rd.
6. Colonialtown Neighborhood Center, 1517 Lake Highland Rd.
7. Fire Station #2, 700 W Central Blvd.
8. Fire Station #3, 2406 Elizabeth Ave.
9. Lake Eola Park, 195 N Robinson Ave.
10. L. Claudia Allen Senior Center, 1840 Mable Butler Ave.
11. Dr. J.B. Callahan Neighborhood Center, 101 N Parramore Ave.
12. Iron Bridge Regional Reclamation Facility, 601 Iron Bridge Rd., Oviedo
13. Fire Station #4, 900 N Ferncreek Ave.
14. Fire Station #6, 3113 E Robinson St.
15. Engelwood Neighborhood Center, 6123 La Costa Dr.
16. Orlando Police Southeast Patrol, 6207 Pershing Ave.
17. Fire Station #11, 4911 Curry Ford Rd.
18. Fire Station #5, 1818 S Orange Ave.
19. John H. Jackson Community Center, 1002 W Carter St.
20. Fleet & Facilities Management, 1010 S Westmoreland Dr.
21. Sign & Signal Shop, 1214 S Westmoreland Dr.
22. Water Conserv II, 5420 L.B. McLeod Rd.
23. Dr. James R. Smith Neighborhood Center, 1723 Bruton Blvd.
24. Fire Station #10, 5665 Vineland Ave.
25. Bill Frederick Park, 3401 S Hiwassee Rd.
26. Mayor William Beardall Senior Center, 800 Delaney Ave.
27. Northwest Community Center, 3955 W.D. Judge Rd.
28. Wastewater Administration, 5100 L.B. McLeod Rd.
29. Lake Enhancement, 1030 S Woods Ave.
30. Streets & Stormwater Administration, 1020 Woods Ave.
31. Parks Division, 1206 Columbia St.
32. Water Conserv I, 11401 Boggy Creek Rd.
33. Fire Station #8, 6651 Shoalcreek Dr.
34. Rosemont Community Center, 4872 Rose Bay Dr.
35. The Mennello Museum of American Art, 900 Princeton Ct.
36. Fire EMS Training, 911 S Westmoreland Dr.
37. Fire Station #12, 1588 Park Center Dr.
38. Citrus Conference Center, 1610 W Church St.
39. Primrose Plaza, 595 N Primrose Dr.
40. Orlando Police Northwest Patrol, 4801 Silverstar Rd.
41. Orlando Fire Museum, 814 E Rollins St.
42. Fire Station #14, 5450 S Econlockhatchee Tr.
43. Fire Station #15, 10199 Narcoossee Rd.
44. Fire Station #16, 12375 Lake Nona Gateway Rd.
45. Fire Station #17, 3691 Millenia Blvd.
46. Orlando Police Training Facility, 100 Andes Ave.
47. Fire Station #1, 76 W Central Blvd.
48. Amway Center, 400 W Church St.
49. Orlando Skate Park, 400 Festival Wy.
50. Fire Station #13, 3464 5th St.
51. Orlando Operations Center, 110 Andes Ave.
52. Fire Station #7, 601 S Goldwyn Ave.
53. Fire Station #9, 3858 Center Loop Rd.
54. Orlando Police Southwest Patrol, 6440 Raleigh St.



55. Shakespeare Theater, 812 E Rollins St.

We understand that the City does not have a preferred order for the work to be undertaken at the above properties. It is anticipated that the above properties will be grouped, by similarity of facility and scope of work, into a few smaller groups, for analysis, design, bidding and construction.

We understand that the City expects a project schedule as a "first deliverable". TLC will develop this schedule after receiving Notice to Proceed and after the available documents for all facilities are provided. After review of the available documents, the facilities will be grouped by similarity and general anticipated scope of work into smaller groups, with a tentative schedule developed for each group.

SCOPE OF SERVICES:

A. Assessment, Modeling and Audit Phase

The Scope of Services for the initial work on the Project is limited to the basic services, tasks and deliverables described below:

1. Work with the City to obtain and compile the available record documents of the 55 buildings. The required documents consist of the original as-built drawings, plus subsequent documentation of building modifications undertaken after original construction.
2. Review the available construction and/or as-built documents of each facility to determine the general original design parameters and intended operation.
3. Conduct a field survey to perform the following:
 - Perform a condition assessment of the existing HVAC systems and equipment. This shall include all air-handling units (AHUs), and a representative sampling of VAV terminals and ductwork (where accessible).
 - Obtain existing HVAC cooling and heating load data.
 - Assess the existing lighting systems with regard to type, condition, control and zoning.
 - Assess the building glazing system.
 - Test building pressurization to determine current building operating pressure relative to the outdoors. (Facilities under negative pressure are subject to the infiltration of hot, humid outdoor air through the building envelope, promoting high humidity, moisture-related problems and microbial growth.) Existing building pressure relationships will be determined using a digital micro-manometer measuring in the unit of Pascals (1 Pa = 0.004" of water column).
 - Obtain photographic documentation of notable conditions.
4. Perform building air balance calculations to determine the required operation of the HVAC equipment, including the outside and exhaust air volumes, for proper building air balance and pressurization.
5. Determine the outside air quantity of each of the HVAC systems based on original design, and compare to the current requirements of ASHRAE Standard 62.1.
6. Perform cooling and heating load calculations based on existing building envelope construction parameters, current equipment loads and current occupancy of the facility. Compare the calculated load to the capacity of the installed HVAC equipment and historical data for the building (where available).
7. Develop a baseline energy model of the existing facility with which to compare potential performance upgrades.
8. ~~For facilities where applicable,~~ conduct energy audits in accordance with the ASHRAE publication "Procedures for Commercial Building Energy Audits, 2nd Edition", which include the evaluation of current facility equipment, lighting, and maintenance practices. TLC will use its knowledge of economics and environment in HVAC and building systems to recommend quality, maximum payback solutions. Audit findings and recommended energy conservation measures (ECMs) will be presented to the City using the forms and procedures outlined in the above-noted ASHRAE publication.
9. Provide a final report for each facility summarizing our findings and recommendations with respect to energy conservation measures, and to correct identified IAQ and HVAC-related



issues and upgrade the HVAC systems for improved performance and service life. Estimates of probable construction cost will be included. Three (3) copies plus PDF files will be provided.

10. Meet with the City to review the final reports and our recommendations.

B. Design Phase

The Scope of Services for the Design Phase of the project is limited to the basic services, tasks and deliverables described below:

1. Generate architectural CAD plans of the facilities, as necessary to utilize as the basis of construction drawings.
2. Provide the mechanical, electrical, plumbing design, as well as related incidental architectural and structural design, for the implemented facility improvements. This will consist of
 - Equipment sizing and selection
 - Ductwork cleaning and replacement parameters
 - Control system modifications and replacement parameters to upgrade remaining thermostatic, modem access, and non BACnet HVAC Controls and BAS systems to one (1) native BACnet web-based control system access point, and integrate the lighting and plug load EMS systems through an enterprise level portal with remote accessibility
 - IESNA photometric modeling and lighting replacement parameters
 - Incorporate the same approach to lighting and plug load monitoring and control systems that are presently stand alone and not configured in a BAS, so that they become a component of the BAS control.
3. Develop construction documents (drawings and specifications) providing for the work to implemented. *During design, interim deliverables will be provided at the 30%, 60% and 90% approximate design completion levels.*
4. Meet with the Client for design review once per facility and resolve review comments before completing the design.
5. Prepare reports in support of the City's bond or other efforts.
6. Attend meetings with City staff, proposers, regulatory agencies and the public.
7. Furnish final contract documents as follows: Electronic (PDF) files of the construction documents, six (6) sets of signed and sealed drawings and specifications for permitting, and a final estimate of probable construction cost.
8. Assist in the resolution of the Permitting Authority's review comments and provide revised drawings and specifications as required. (Submission of documents to the Permitting Authority and payment of associated fees shall be by others.)

C. Construction Phase

The Scope of Services for the Construction Phase of the project is limited to the basic services, tasks and deliverables described below:

1. Assist the Client with the Bidding process.
2. Attend one (1) pre-bid meeting per facility to provide a general overview of the project and assist the City with questions from the bidders.
3. Assist the City in responding to Contractor pre-bid questions and provide an Addendum if required.
4. Attend one (1) pre-construction meeting per facility.
5. Provide the City with limited consultation during the construction process, and assist in resolving construction issues, providing sketches as applicable. Assist the City in claims negotiation and dispute resolution, and assist with the review and preparation of change orders.
6. Answer Contractor Requests for Information (RFI's).
7. Review the Contractor's submittals.



8. Assist the Client in the review of the Contractor's pay requests and make recommendations regarding the amount of pay due.
9. Provide technical staff to attend scheduled construction meetings and provide construction observation (including written field observation reports) throughout the course of active construction.
10. Make one (1) Substantial Completion observation and provide a report for each facility.
11. Make one (1) Final Completion observation and provide a report for each facility..
12. Incorporate contractor red-line mark-ups into the original construction drawings for Record Drawings.

D. Commissioning Services

TLC will provide Fundamental (Construction) Commissioning of the project limited to the basic services, tasks and deliverables described below:

1. TLC will designate an individual as the Commissioning Authority (CxA) to lead, review and oversee the completion of the Cx process activities. The CxA will report results, findings, and recommendations directly to the City.
2. The CxA will develop and implement the Commissioning Plan. An initial preliminary Commissioning Plan will be developed during the design phase. It will be reviewed with the design and construction team to achieve buy-in from all team members. The Commissioning Plan will be updated throughout the course of design and construction phases.
3. The CxA will conduct a design review of the design documents at 90% completion state and will back-check the review comments in the subsequent design submission.
4. Coordinate and integrate Cx activities into the project's construction schedule with the assistance of the contractor.
5. Lead a Cx kickoff meeting to discuss Cx procedures, roles and responsibilities and purposes of the Cx process and activities.
6. Review contractor submittals applicable to systems being commissioned. This review shall be concurrent with Architect/Engineer (A/E) reviews and submitted to the design team and the City.
7. Conduct and lead periodic Cx meetings with the O/A/E/C team. In general, these meetings will be held on the same day as regularly scheduled construction meetings, so as not to cause excessive numbers of additional meetings for the team. The number of meetings for each facility will be commensurate with the scope of work for each facility.
8. Conduct periodic site observation visits to review the installation of systems being commissioned and witness some equipment start up. The number of site visits for each facility will be commensurate with the scope of work for each facility. A report will be issued to the City after each visit.
9. Develop and maintain an issues log to document outstanding deficiencies and action items stemming from the construction and acceptance phases. The issues log will be issued to the City and the construction team at least monthly.
10. Verify the contractor develops and implements equipment start-up procedures and system verification checklists (Pre-Functional Tests) for each piece of equipment. TLC will ensure these checklists are completed and will document the procedure as part of the final Cx report and binder as described in the Post Occupancy Phase below.
11. Verify the controls contractor carries out point-to-point control checks, and documents the results on checkout sheets. These checks confirm that all control-point wiring has been correctly installed and terminated, sensors have been calibrated, and field devices operate correctly. TLC will review, comment as necessary and include this document in the final Cx binder developed following substantial completion
12. Review the final air and hydronic (where applicable) test and balance (T&B) report completed by the T&B contractor. TLC will field verify 10% of T&B information with the T&B contractor.
13. The CxA will lead the team in the functional performance testing and will verify the installation and performance of the each of the systems to be commissioned. In accordance



with the sampling rates outlined below, TLC shall develop and complete the functional performance testing for each piece of equipment and system to measure discrete operations and the interoperability of systems and components, to verify all systems are operating in compliance with the construction documents, and the Cx plan. As part of the functional testing phase, TLC will verify setup of appropriate trending logs. Trend logs will be reviewed for compliance with proper system operation.

14. The CxA will work with the contractor and design team to assist in the development of systems manuals that provide future operating staff the information needed to understand and optimally operate the commissioned systems.
15. The CxA will verify that the requirements for training operating personnel and building occupants are completed in accordance with the design documentation. Verification will be accomplished through review of Training agendas, sign-in sheets and video.
16. The CxA will return to the site to review building operation within 10 months after substantial completion with O&M staff and occupants. The CxA will assist in a plan for resolution of outstanding commissioning-related issues.
17. Conduct one (1) off-season site visit to perform functional performance tests (FPT) to ensure proper heating season operation in accordance with the design documents.
18. Produce and distribute a final Cx report and binder to document the results of the Cx process. The report shall include an executive summary, list of outstanding issues, completed system verification checklists and functional performance test forms as well as all ductwork leakage testing checklists, test and balance report and start-up and system verification checklists developed by the contractor.
19. **SYSTEMS TO BE COMMISSIONED:** The Commissioning process activities shall be completed for the following energy-related systems, at the quantity listed (as applicable to each facility).

Systems and Major Equipment	Included in Cx Scope of Work?	Quantity to be Commissioned
Mechanical Equipment		
Air Handling Units, Fan Coil Units, Heat Pumps	Yes	Facility has 1-10: 100% Facility has 11-20: 50% Facility has >20: 25%
Terminal Units (VAV)	Yes	25% at each facility
Unit Heaters	Yes	25% at each facility
Central Plant Heating Equipment (Includes boilers, pumps, piping systems)	Yes	100%
Central Plant Cooling Equipment (includes chillers, pumps, cooling tower)	Yes	100%
Exhaust Fans	Yes	25%
HVAC Controls	Yes	25%
TAB Services (measured data)	Yes	10%
Electrical Equipment		
Interior Building Lighting Controls	Yes	100%
Exterior Building Lighting Controls (not inc. parking lot lighting)	Yes	100%
Renewable Electrical Energy Systems	Yes	100%
Main Breakers & Distribution Panels	No	-
Emergency Power Systems	No	-
Grounding	No	-
Plumbing Systems		
Water Heaters	Yes	100%
Hot Water Pumps	Yes	100%
Domestic Water Booster Pumps	Yes	100%
Solar Thermal Hot Water Systems	Yes	100%



Rainwater Capture and Reuse	No	-
Life Safety Systems	No	-
Process Equipment, Refrigeration Equipment	No	-
Building Envelope	No	-
<p>Notes:</p> <ol style="list-style-type: none"> 1. Only exhaust fans larger than 2 HP will be included with the Cx effort. 2. Controls system operation will be primarily verified through data trending using the existing controls front-end system. If necessary, functional testing would occur during investigation phase to examine specific issues of concern. 3. Review of TAB activities will be done with spot checking of measured values in TAB Report. Spot checking to be performed by the TAB contractor, using the measurement devices used in the initial report, and witnessed by the CxA. 4. Electrical testing services for grounding or power quality are not currently included as part of the initial scope of work. 5. Electrical systems not included in scope of work include emergency generators, power quality, security systems, UPS, fire alarm. 6. Mechanical systems not included in commissioning activities include ductwork, fire and smoke dampers (except to the extent the FPTs check safety interfaces between these and the HVAC control system), and equipment sound & vibration measurements. 7. The contractor and subcontractor will perform all tests and TLC shall witness tests as indicated above. 8. The contractor shall be responsible for any damages resulting from equipment start-up or testing. 		

QUALIFICATIONS:

Our Scope of Services shall be limited by the following Qualifications:

1. We assume that accurate architectural and HVAC construction or as-built drawings of the existing facility are available from the Client for our use. It is very important that this information be available for our use. If it becomes evident that complete documents are not available, TLC's Fee Proposal may require revision, as we would have to expend significant additional effort determining existing layouts, construction parameters, etc.
2. Bulk or air sampling, monitoring and/or analysis of microbial and/or chemical contamination have not been included in our basic services. Should these services be required, TLC can provide them as additional services.
3. It is assumed that there is sufficient electrical capacity at each facility for all new equipment, and thus design of new electrical services has not been included.
4. Drawing reproduction will be by others. Any reproduction costs (except as necessary for in-house coordination) incurred by TLC shall be treated as a reimbursable expense at direct cost.
5. Assistance in evaluating bids, checking contractors' references, preparing bid tabulations, etc., are not included and shall be considered additional services.
6. Our review of the Contractor's submittals is limited to one (1) complete initial submittal package and one (1) complete resubmittal. Review of subsequent resubmittals, or submittals not in accordance with the Engineer's specified requirements, shall be considered additional services.
7. Construction Phase Services are limited to reviewing Submittals and Shop Drawings and observing the work (limited to the frequency described above) to determine in general, if the work is being performed in a manner that will be in accordance with the contract documents, when completed. Frequent, exhaustive, and/or corrective site visits to check the quality or quantity of the work are excluded from basic services. Corrective work or site visits for modifications or repairs due to contractor or subcontractor errors or omissions are excluded from basic services, including additional drawings, calculations or modifications that may be required by the building official.



CHARGES FOR SERVICES

We propose to provide the above-described Scope of Services for a **lump sum fee** broken down as follows:

Assessment, Modeling and Audit Phase	\$110,000
Design Phase	\$345,000
Construction Phase	\$110,000
Commissioning Services	\$170,000
TOTAL LUMP SUM FEE	\$735,000

Additionally, project expenses shall be reimbursed at direct cost. Reimbursable expenses shall include all out-of-county travel-related costs, (TLC's Orlando office to be considered point-of-origin for all trips), reprographics/bulk printing (except as required for in-house coordination), courier services, shipping and express mail.

Additional Services not listed in the Scope of Services above may be provided by a negotiated additional lump sum fee.

Billings will be monthly and will be based upon percentage of services completed and expenses incurred at the time of billing. *Each month, invoicing will be broken down into the four (4) categories indicated above, with a "percent complete" indicated for each of the categories. (For example, 35% of assessment, 5% of design, 0% of construction, etc.)*

Portions of the scope and fee indicated above will be disbursed to TLC's M/WBE professional service sub-consultants as applicable, estimated as follows:

Milan Engineering – M/E/P engineering	40%
Montgomery Consulting Group – cost estimating	6%
Rhodes+Brito Architects – architecture & CAD backgrounds	4%

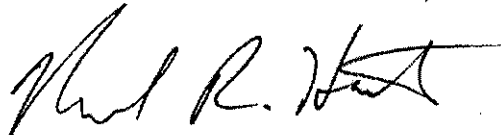
Please see the attached Rate Schedules for TLC and its Consultants for this project.

If this proposal is acceptable, please generate a Contract in format required by the City of Orlando for execution.

We look forward to the opportunity to assist you and your team for this and future projects. Please give us a call with any questions or comments.

Sincerely,

TLC ENGINEERING FOR ARCHITECTURE, INC.

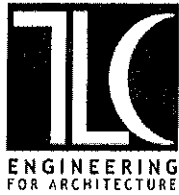


Michael R. Hartley, PE, CIAQP, LEED AP, CxA
Associate / Senior Mechanical Engineer



Wayne E. Allred, PE, LEED AP BD+C
Principal / Division Director





ORLANDO DIVISION
ENERGY, COMMISSIONING &
EXISTING BUILDING SERVICES

TLC Engineering for Architecture, Inc.
Hourly Rate Schedule

RQS13-0496, 55 Buildings, Energy Efficiency Improvements

BILLING CATEGORY	DESIGNATION	BILLING RATES
6	Division Director	\$195
5	Senior Engineer , Senior Manager	\$165
4	Project Engineer, Project Manager	\$135
3	Engineer, Specialist	\$105
2	Graduate Engineer, Designer, Administrative Secretary	\$85
1	Technician, Intern, Clerical Staff	\$60

TLC ENGINEERING FOR ARCHITECTURE, INC.
255 South Orange Avenue . Suite 1600 . Orlando, FL 32801-3463
Phone 407.841.9050 www.tlc-engineers.com Fax 407.425.7367
EB 0000015

Michael R. Hartley, PE, CIAQP, LEED AP, CxA
Associate & Senior Mechanical Engineer
Orlando Division / Energy, Cx & Existing Building Services

02/12/14

TLC Engineering for Architecture
255 South Orange Avenue, Suite 1600
Orlando, FL 32801-3463

Re: City of Orlando – Energy Efficiency Upgrades Project

As requested, the following is our information regarding personnel hourly rates for the subject project. These rates will be used throughout the duration of the contract.

Individual classification personnel hourly rates are as follows:

<u>Classification</u>	<u>Hourly Rate</u>
Principal Engineer	\$151.25
Engineer	\$82.50
Designer	\$62.78
Administrative	\$41.25

Sincerely,

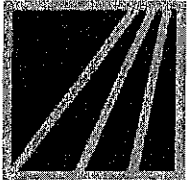


Mitesh K. Smart, P.E., President

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February 12, 2014

Mr. Michael R. Hartley, PE, CIAQP, LEED AP, CxA
Associate & Senior Mechanical Engineer
TLC Engineering for Architecture
255 South Orange Avenue, Suite 1600
Orlando, FL 32801-3463

**Reference: Proposed Hourly Billing Rate Schedule
City of Orlando – Energy Efficiency Projects**

Dear Mr. Hartley:

Montgomery Consulting Group, Inc. is pleased to provide services and rates to support TLC's Engineering for Architecture contract for the City of Orlando – Energy Efficiency Projects.

These following labor rates are proposed for the duration of the contract:

<u>Category</u>	<u>Billable Rate (\$/hour)</u>
Project Manager	\$ 160.00
Senior Cost Estimator	\$146.61
Scheduler	\$ 94.95
CAD or GIS Technician	\$ 94.95
Contract Administrator	\$ 87.27
Project Administrator	\$ 69.81

We look forward to working with TLC on these contracts. Should you have any questions, please advise.

Yours very truly,

Monty Gettys
President

rhodes + brito
ARCHITECTS

February 13, 2014

Michael R. Hartley, PE, CIAQP, LEED AP, CxA
TLC Engineering for Architecture
255 South Orange Avenue, Suite 1600
Orlando, FL 32801



RE: City of Orlando

As requested, the following is personnel hourly rate schedule for this project:

<u>Classification</u>	<u>Billable Rate</u>
Principal	\$177.00
Senior Project Manager	\$147.50
Project Manager	\$132.75
Project Architect	\$115.05
Project Coordinator	\$92.93
Architect Intern	\$53.10
Construction Administrator	\$109.15
Clerical	\$45.73

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.

Ruffin Rhodes, AIA
Principal



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.

TLC Engineering for Architecture, 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: